

# GENERAL BUSINESS TERMS AND CONDITIONS

## HOPPYGO S.R.O.

### Article 1. DEFINITIONS OF TERMS

1.1 Unless expressly stated otherwise or unless binding legal regulations set forth otherwise, the following terms, if capitalized, shall have the following meanings:

1.1.1 **Application:** means a mobile and www application (program) developed and maintained by HoppyGo s.r.o., entity within HoppyGo capital Group, in respect of which HoppyGo exercises intellectual property-related rights in the extent necessary for granting the License and through which the Service can be used, for purpose of these General Conditions, the Application shall mean even the websites operated by HoppyGo which perform the similar purpose;

1.1.2 **CEBIA:** means Cebia spol. s r.o., Identification No.: 18628443, registered in the Commercial Register of the Municipal Court in Prague, file: C 4057, with its registered office at Vyskočilova 1461/2a, Michle, 140 00, Prague 4.

1.1.3 **Rental Fee:** means the amount of money that the Driver undertakes to pay for the rent of the Vehicle. The amount of the Rental is always determined for the specific Vehicle and the length of the rental and does not necessarily include all fees (insurance, additional penalties, etc.). What is included in the Rental Fee is indicated in the Application;

1.1.4 **Rental Agreement:** means an agreement on reservation and rental of a Vehicle that is concluded between the Driver and the Owner in electronic form through the Application and the conditions of which are set forth by these General Conditions;

1.1.5 **Civil Code:** means Act No. 89/2012, Coll., the Civil Code, as amended;

1.1.6 **Remuneration:** means the amount of money that the Driver is obliged to pay to HoppyGo for the mediation of the services provided under the Agreement;

1.1.7 **Insurance Policy:** is an insurance contract whose conclusion between the Owners and Drivers HoppyGo helps to mediate for the purpose of insurance of Vehicles in case of damage during the term of the Lease Agreement, including any supplementary conditions, general conditions and other related documents;

1.1.8 **Owner:** means an individual or legal entity who/which is registered in HoppyGo system as a person/entity that offers a Vehicle for using;

1.1.9 **Access Data:** means a unique login name, including the relevant password, entered by the Applicant into the Application during the Registration;

1.1.10 **Registration:** means electronic registration performed within the framework of the Application of which details are described in Section 1.1.17 General Conditions hereof;

1.1.11 **Service:** is the HoppyGo service, which allows the Driver to use the Application and search for the Vehicle to be rented from the available information and allows the Owner to offer his / her Vehicle for use to all Drivers through the Application, Rental contracts. Within the HoppyGo Service, insurance of a Shared Vehicle is also possible. However, the Service does not include a physical check of the technical condition of the Vehicle.

1.1.12 **HoppyGo:** means HoppyGo s.r.o., Identification No.: 06628664, registered in the Commercial Register of the City Court in Prague, file: C 285761, with its registered office at Jankovcova 1603/47a, Holešovice, 170 00 Praha 7. The up-to-date contact data are stated on the websites [www.HoppyGo.com](http://www.HoppyGo.com);

1.1.13 **Agreement:** means the Agreement on Using HoppyGo Service concluded between the Applicant and HoppyGo through the Application; the subject of said agreement is the use of the Services where the specific rights and obligations arise from whether the Applicant has concluded an agreement with the intention to become the Owner or Driver;

1.1.14 **Contracting Parties:** means HoppyGo and the Applicant (or subsequently Driver or Owner) as the parties to the Agreement;

1.1.15 **Driver:** means an individual who will register him/herself in the manner described in these General Conditions as a person wishing to use a Vehicle. If a legal entity may also be a Driver, it will only be able to use the Services through a concrete individual who shall be registered in the manner and by a procedure contained in the Application (in the Application referred to as the “**Driver**”);

1.1.16 **User Account:** means a part of the Application that shall be established for each Driver and Owner by the Registration and that is made available after logging-in with Access Data;

1.1.17 **General Conditions:** means these General Business Terms and Conditions for using HoppyGo service which define mutual rights and obligations of HoppyGo, Driver and Owner during any use of the Service, and further rights and obligations arising from the Rental Agreement;

1.1.18 **Vehicle:** means a motor vehicle or another transport means that is offered by the Owner to be used within the framework of the Service; the qualities of the Vehicle are described (based on the information provided by the Owner) in the Application (hereinafter in the Application referred to as the “**Vehicle**”);

1.1.19 **Applicant:** means an individual or legal entity who/which wishes to become a Driver and/or Owner;

1.1.20 **Advance Payment:** means a financial amount that the Driver is obliged to pay as an advance payment prior to the execution of the Rental Agreement; the use of said amount is described below in these General Conditions;

1.1.21 **Road Traffic Act:** means Act No. 361/2000, Coll., on Road Traffic and on Changes to Certain Acts (Road Traffic Act), as amended.

## **Article 2. HOPPYGO SERVICE AND ITS USE**

2.1 **HoppyGo** is an operator of the online platform to share Vehicles among individuals for vehicles registered in the Czech Republic. For this purpose, HoppyGo has developed an Application through which the Owners may offer the Vehicles for using and the Drivers may examine these Vehicles, gain information about the Vehicles and its availability provided by the Owner or other information contained in the Application. In case of interest in using a particular Vehicle, the Driver shall conclude the Rental Agreement using the Application and in compliance with the Rental Agreement shall pick up the Vehicle and return it back to the Owner after its rental term is completed.

2.2 **The relationship between HoppyGo and the Driver** has been established by the so-called innominate agreement containing the rights and obligations described in these General Conditions.

2.3 **The relationship between HoppyGo and the Owner** has been established by the Brokerage Agreement, under which HoppyGo undertakes to enable the Owner to conclude a Rental Agreement, which is possible through the Application. HoppyGo shall not require any remuneration from the Driver for using the Service.

2.4 **Role of HoppyGo.** HoppyGo defines framework terms and conditions of the Rental Agreement, but it is not acting in any case as a participant nor a third party of the Rental Agreement, no rights or obligations arise for them therefrom except for settlement of the Rental Fee, the contractual penalties and/or financial amounts corresponding to the damage incurred or other payments, if stipulated by these General Conditions. At the same time, HoppyGo is not liable for performance of any obligations arising from the Rental Agreement or these General Conditions by the Driver or Owner.

2.5 **Access to the Application** and browsing its contents is possible even without a Registration. The Rental Agreement may be, however, used solely through the established functional User Account. HoppyGo shall be anytime entitled to change, restrict or entirely terminate the contents of the Service and its providing without compensation.

2.6 **Conditions for any use of the Service.** To commence using the Service it is primarily necessary to download the Application into a mobile device or use the HoppyGo website. Everyone who will download the Application into his device expresses thereby his/her consent with these General Conditions. Through the Application, the Applicant shall make the Registration which obligatory for using the Service. One individual may be simultaneously registered both as a Driver and a Owner, the registration process is, however, separated.

2.7 **The Driver or the Owner may be** solely an individual who:

2.7.1 has reached the age of 18. For drivers of the age from 18 years up to 24 years, the offer of the cars is limited according to internal rules of HoppyGo.

2.7.2 has full legal capacity;

2.7.3 was not punished for intentional property-related transgression or for any criminal activity in traffic, in particular in connection with causing a traffic accident, during the past 10 years;

2.7.4 has not gone bankrupt, has not been in execution or in another similar situation which would prevent or make noticeably more difficult his/her capability to fulfill the obligations arising from the Rental Agreement.

2.8 **Registration of the Driver.** Apart from the conditions defined in Article 2.7. hereof, the Driver may become only an individual who is a holder of a valid driving license in compliance with the Road Traffic Act (always applicable to the category of the Vehicle he/she is interested to use) and may not be prohibited to drive motor vehicles in the territory of the Czech Republic or in another territory in which he/she is interested to use the Vehicle (which means even the territory of pick-up and return of the Vehicle).

2.9 **Registration of the Owner.** The Applicant who is interested in registering as the Owner is also obliged to provide information about the Vehicle that he intends to offer for use through the HoppyGo Application, to the extent that this information will be required by the Application. By registering, the Owner agrees to the inclusion of the Vehicle in the register kept by CEBIA, where the vehicle states that HoppyGo is the owner of the vehicle. After deleting the vehicle from the HoppyGo database, this information will be deleted from CEBIA within 24 hours. Furthermore, the Owner agrees to the use of photographs and data about the Vehicle for other purposes within the HoppyGo platform.

**2.10 Conditions of Registration.** Registration consists in entering the data required by HoppyGo through the Application, sending it to HoppyGo and the confirmation of the Registration by HoppyGo staff. It may also be possible to register via a Facebook account, Google account, email address or Apple ID registration. In the case of registration through an existing account, the Applicant is obliged to check the accuracy of the data that have been transferred from the existing account, and in the event of their inaccuracy or outdated information, and correct it immediately. It is not possible to complete the Registration without entering the data marked as mandatory within the Application.

**2.11 Protection of information.** The information entered by the Applicant during Registration will be protected in accordance with legal regulations and will be available within the Application to a limited extent, some Driver data will be available only to the Owner with whom the Driver wishes to conclude a Lease Agreement and vice versa, some Owner data will be available to the driver with which the Owner will want to enter into a lease agreement.

**2.12 Copies of identification documents.** Upon the Application's request, the Applicant shall be obliged to provide HoppyGo within the Registration a copy of his driving license and one another identity document (e.g. identity card or passport).

**2.13 Creation of the User Account.** Based on the Registration, a User Account is established for the Applicant, whereby the Applicant becomes a Driver, or By the owner, depending on what registration process he has completed. The Driver / Owner will access the User Account on the basis of the data entered during the Registration (Access Data). After approval of the account by customer service, the Driver, or The owner of the account can start fully using the HoppyGo service.

**2.14 There is no legal entitlement to establishment of a User Account.** HoppyGo reserves the right to refrain from establishing a User Account for the Applicant without obligation to justify such a decision. In general, HoppyGo shall not establish a User Account for an Applicant who had already an established User Account in the past but was breaching his obligations arising from the General Conditions and/or from the Rental Agreement.

**2.15 Each Driver is entitled to have one User Account established at the same time.** It is possible to be registered simultaneously as a Driver and as an Owner within one User Account (upon entering the necessary data), the Owner may have more Vehicles registered simultaneously, a number may be limited in the Application. The Driver/Owner is not entitled to transfer the User Account to a third party.

### **Article 3. AGREEMENT WITH HOPPYGO**

**3.1 Conclusion of the Agreement.** HoppyGo concludes the Agreement with the Applicant solely in electronic form. The Agreement shall take force and effect upon completing the Registration and establishing the User Account, unless agreed or stipulated otherwise.

**3.2 The subject matter of the Agreement.** The subject matter of the Agreement is providing the HoppyGo Service to the Driver and the Owner and providing the License for the Application or other rights and obligations stipulated in these General Conditions.

**3.3 Duration of the Agreement.** The Agreement has been concluded for an indefinite period of time.

**3.4 Termination of the Agreement.** The Agreement may be terminated by notice, namely for any reason or even without giving a reason. The notice period shall be 1 month and shall commence by the first day of the month following the day by which the notice was delivered to the other party. The notice period, however, shall not terminate in the period in which the User Account cannot be closed (see Article 3.5 hereof).

**3.5 Closing of cancelling a User Account.** The Agreement may also be terminated by canceling the User Account, both by the Driver and the Owner, and/or by HoppyGo. Cancellation of the User Account has the same effects as termination of the Agreement without notice. Both the Driver and the Owner are entitled to cancel the User Account at any time for any reason. The Driver may cancel the User Account only via the email address listed on the HoppyGo website in the Contact section, deleting the Application will not cancel or delete a User's Account. It is not possible to cancel the User Account for the duration of any obligations under the Agreement or the Lease Agreement, especially if a not yet fulfilled Lease Agreement has been concluded. The timeline for deleting personal data is 30 days from the submission of the application. Information relating to orders, travel and payments shall be archived and stored for the purposes of accounting and tax obligations and for the protection of rights for a maximum of 10 years in accordance with Article 17 (3) of the GDPR. After this time, the data will be deleted.

**3.6 Closing the User Account by HoppyGo.** HoppyGo shall be entitled to close the User Account (i.e. withdraw from the Agreement) to any Driver or Owner, particularly in cases:

3.6.1 if the Driver or Owner breaches these General Conditions, including presentation of an untrue statement; or

3.6.2 if HoppyGo suspects the Driver or Owner of possible lawless conduct or of an unfair ethical conduct. An unfair ethical conduct means in particular such conduct by which the Driver or Owner tries to misuse the Service to his benefit;

3.6.3 in the event of a complaint against the Driver by the Owner or other Drivers or in relation to the Owner, in the event of a complaint against the Owner by the Users or other Owners, in which case even a negative assessment in the Application may constitute a complaint in both cases.

**3.7 Consequences of the closing of the User Account.** Closing of the User Account results in denying access to the Application for providing the Service. However, by closing the User Account, Driver's or Owner's obligation shall not cease which have arisen during the term of the Agreement and have not been fulfilled so far (e.g. duty to compensate a damage, settle a contractual penalty or other obligations etc.), nor such provisions of the Agreement shall cease that should obviously remain in existence even after its termination (e.g. an arrangement on contractual penalties).

## **Article 4. APPLICATION**

**4.1 Provision of the License for the Application.** HoppyGo provides the Driver and the Owner a non-exclusive territorially unlimited License to use the Application. The Driver and the Owner acknowledge that the legal regulations applicable in the countries outside the Czech Republic may not necessarily enable using the Application. HoppyGo reserves the right to change the territorial extent of the License additionally.

**4.2 Use of the License.** The License enables a user to download the Application and save it into any number of mobile devices, namely through authorized distribution channels for applications for the respective operating system. The License does not involve an authorization to copy the Application from one device to another.

**4.3 Use of the Application.** Based on the License, it is possible to use the Application and through the Application also the Service in compliance with these General Conditions. If the Application allows it, backup of data contained in the Application may be performed. Other uses of the Application are not possible.

**4.4 Restriction of the License.** The Driver and the Owner are not in particular entitled to provide sub-licenses or any other rights to the Application to third parties or assign or otherwise transfer the License to a third party, and also they are not entitled to intervene with the Application or its source code.

4.5 **Information available for the Driver.** Within the Application, the Driver has access in particular to:

4.5.1 offer of Vehicles for rental, incl. photos, information about conditions of use, availability, amount of the Rental Fee and maximum quantity of kilometers;

4.5.2 Owners' rating, incl. possibility to enter his/her own assessment;

4.5.3 his/her User Account;

4.5.4 up-to-date version of these General Conditions and related documents.

4.6 **Information available for the Owner.** Within the Application, the Owner has access in particular to:

4.6.1 Drivers' rating, incl. possibility to enter his/her own rating;

4.6.2 His/her User Account;

4.6.3 up-to-date version of these General Conditions and related documents.

4.7 **Chat.** Within the Application, it is also possible to use the function for sending quick messages (hereinafter as the "Chat") primarily between Drivers and Owners. The extent of an individual message may be limited.

4.8 **Chat restrictions.** While using the Chat, the Driver and the Owner shall be obliged to refrain in particular from:

4.8.1 any conduct which might show features of infringement, in particular features of a criminal offence;

4.8.2 distribution of advertising or other marketing messages;

4.8.3 distribution of a defective content (i.e. in particular a content grossly vulgar, racist, pornographic, bothering, obscene etc.);

4.8.4 any other bothering, immoral or another inadmissible conduct.

4.8.5 efforts to conclude a rental of the Vehicle otherwise than by conclusion of the Rental Agreement through the Application.

4.9 **Chat monitoring.** The Driver and the Owner acknowledge and agree that for the purpose of checking fulfillment of the restrictions mentioned in Article 4.8 hereof, HoppyGo shall be entitled to perform in a suitable and appropriate manner a monitoring of the Chat and in case of discovering any infringement or in case of a reasonable doubt, HoppyGo shall be entitled to restrict or make quite inaccessible the function chat.

## **Article 5. RENTAL OF THE VEHICLE**

5.1 **Vehicle selection.** The Driver shall select the Vehicle that he/she wishes to rent by a function of the Application determined therefore. The Driver shall state the period for which he/she requests the Vehicle. After the Driver selects the Vehicle, the Driver shall be obliged to confirm his/her consent with the up-to-date wording of these General Conditions, which may differ from the wording that was effective at the time of the Driver's Registration.

5.2 **Additional data.** The selection of the Vehicle may also include supplementation of data on the payment card required by the Application (e.g. the payment card number, etc.) unless the Driver did so in the process of Registration.

**5.3 Conclusion of the Rental Agreement.** By verifying the Driver's payment card, the Driver's binding confirmation of the conclusion of the Lease Agreement is binding, and a message is sent to the relevant Owner. The Owner is entitled to accept or reject the offer to conclude the Rental request of the Driver within 24 hours from the moment of receiving the offer. If the owner does not have the Instant Booking function enabled on a particular vehicle, in which the offer to conclude the Lease, depending on other parameters, in which case the Rental request is accepted immediately. The Lease Agreement becomes binding upon payment of the rental by the driver. If the rental request is not accepted by the Owner within the time limit, or the Owner rejects the request, the Lease Agreement is not concluded and the Driver is not bound by his offer. In the event of acceptance of the offer for the conclusion of the Rental Agreement by the Owner, the Agreement is concluded. If a Driver has received any rewards for referrals, the maximum amount that can be used per rental is CZK 3,000.

**5.4 More Vehicles.** If the Driver sent his/her offer for concluding the Rental Agreement for (even if only partially) the same period to several Owners. In such an event, the Driver shall only conclude the Rental Agreement with the Owner that will accept the offer as first and it shall not be possible to conclude the Rental Agreement with further Owners (unless the Application sets out otherwise). The Driver and the Owner shall be bound by the Rental Agreement.

**5.5 Reservation of the Vehicle.** As soon as the Rental Agreement is concluded, the Vehicle shall be reserved for the selected rental period, unless the Rental Agreement is later terminated. The Driver agrees and expressly requests that the performance of the Rental Agreement, i.e. the Vehicle reservation, commences immediately at the moment of the conclusion of the Rental Agreement and not after expiration of the 14-days' period set forth by law for the consumer's withdrawal from the agreement concluded through remote communication means.

**5.6 Cancellation of the reservation by the Driver.** The Driver is entitled to cancel the reservation at any time without giving any reason, but no later than 3 days before the date of the hand-over of the Vehicle (and therefore the start of the rental). In the event that the Driver cancels a reservation less than 3 days before the date of the hand-over of the Vehicle (and therefore the start of the rental), the Driver is required to pay the contractual penalty, unless HoppyGo decides otherwise, in the amount determined by HoppyGo, however, no higher than 50% of the Rental Fee. A contractual penalty is not required if the Rental Agreement is terminated by the Driver for breach of obligations on the part of the Owner or HoppyGo. The contractual penalty is paid by direct debit from the Driver's payment card. If this is not possible, the Driver is required to pay the contractual penalty upon HoppyGo's request. The request can also be made through the Application.

**5.7 Cancellation of the reservation by the Owner.** The Owner shall be entitled to cancel the reservation (i.e. the Rental Agreement) at any time on the grounds stated in Article 5.21 hereof, otherwise no later than three days before the day when the Vehicle is to be handed over (i.e. when the rental is to be commenced).

**5.8 Duration of the Rental Agreement.** The Rental Agreement shall be concluded for a definite period of time.

**5.9 Administration of the Rental Agreement.** The Driver and the Owner may manage the concluded Lease Agreement within the Application, to the extent permitted by the Application, or via the call center or HoppyGo e-mail. However, any changes to the Lease Agreement must always be agreed by both parties through the HoppyGo Customer Care team.

**5.10 Availability of contact data between the Owner and the Driver.** After concluding the Rental Agreement, the contact details of the Owner may be made available to the Driver and vice versa through the Application. With this information, the Driver may contact the Owner in order to agree on a specific place and time of handing over the Vehicle. Before and after concluding the Rental Agreement, the Driver may communicate with the Owner only via in-application chat. The predetermined handover time of the Vehicle may be adjusted between the Owner and the Driver, given the new handover time falls on the originally agreed upon handover date, and the duration of the Rental remains unchanged. Changing the handover date of the Vehicle can only be done via the customer care center or by an email sent to HoppyGo. In the event of a dispute between the Driver and the Owner regarding the content of the agreement between them, the content captured exclusively in the Application is decisive. In order to resolve a possible dispute between the Owner and the Driver, HoppyGo is entitled to provide the Owner with further contact details for the Driver and vice versa, to the minimum necessary extent of information for a possible resolution of the dispute between both parties.

**5.11 Obligations of the Driver during handover of the Vehicle.** The Driver shall be obliged to arrive at the place where the Vehicle is to be handed over on time, in the condition in which he/she may drive the Vehicle in compliance with legal regulations (i.e. in particular the User shall not be under the influence of alcohol or other intoxicating substances or his/her fitness to drive the Vehicle shall not be limited for example by injury). The Driver must not be dirty more than it is usual, and the Driver shall be obliged to refrain from anything that might limit the further use of the Vehicle more than usually. If the Driver wishes to transport an animal in the Vehicle (in compliance with the Owner's conditions), such animal must not be dirty more than it is usual, unless it is transported in a transport box or any other box that will prevent the animal from soiling the Vehicle.

**5.12 Obligations of the Owner during handover of the Vehicle.** The Owner shall be obliged to arrive at the place where the Vehicle is to be handed over on time and have the Vehicle prepared to be handed over to the Driver with all necessary documents in compliance with the Rental Agreement and these General Conditions.

**5.13 Documents necessary for handover of the Vehicle.** Upon the Vehicle handover, the Driver shall be obliged to present a valid identity document to the Owner. For verification, the Lessor shall insert last 4 digits of the presented document to the Application. For these purposes, the Lessor has three attempts. If the User will not be successful with such three attempts, the Application will not allow the rental of the Vehicle and the Vehicle cannot be handed over. In such case, the User and the Lessor must immediately inform the HoppyGo customer service about the event.

**5.14 Inspection of the Vehicle during handover.** When handing over the Vehicle, the Driver together with the Owner will check the condition of the Vehicle, agreeing and documenting defects, damage and possible non-compliance with any point in Article 5.17. This is then reported through the Application. At the same time, the Owner and/or Driver are obliged to fill in at least all mandatory parts of the handover protocol and upload at least 12 photographs of the Vehicle in total using the Application (capturing the exterior and interior of the Vehicle as described in the Application). The photos provided are the responsibility of the Owner to confirm and ensure correctness. Photographs should be of the highest quality and capture the required sections of the vehicle according to the instructions given in the application.

**5.15 State of the Vehicle during handover.** Unless otherwise stated in the Application or agreed between the Parties, the Vehicle must be handed over:

5.15.1 in the state described in the Application;

5.15.2 fit for operation on roads in compliance with legal regulations, including appropriate tires;

5.15.3 with full tank unless otherwise stated in the handover protocol;



5.15.4 clean, i.e. cleaned inside and only normally soiled outside (that means that the Vehicle shall not be significantly soiled by mud or leaves, in winter it shall not be unusually covered with frost, etc.) taking into account the current or recent weather;

5.15.5 without any movable items that are not used for the Vehicle operation or that, as a rule, are not used during its operation, unless such items are fixed to a part of the Vehicle (i.e. in particular personal items shall be removed, such as sunglasses, any valuables, money, etc.); and

5.15.6 with all mandatory equipment in due condition (including the necessary documents).

5.16 **Condition of the Vehicle** upon return, unless otherwise stated in the Application or agreed by the contracting parties, the Vehicle must be returned:

5.16.1 in the condition in which it was borrowed at the beginning of the rental handover, taking into account the technical wear and tear of the vehicle relevant to the mileage during the rental;

5.16.2 with a full tank (at least matching the level at which the vehicle was received), unless otherwise specified in the handover protocol;

5.16.3 clean, i.e. cleaned inside and at most only lightly dirty on the exterior (the vehicle must not be significantly contaminated with mud or leaves, in the winter it will not be unusually frozen, etc.) taking into account the current or recent weather;

5.16.4 The driver is obliged to pay for above-limit kilometers and missing fuel. Furthermore, the Driver is obliged to pay the amount due and if he does not do so, HoppyGo may deduct the amount due from the payment method in the application from the Driver.

5.17 **Accessories of the Vehicle.** The following items must be provided to the Driver together with the Vehicle:

5.17.1 keys of the Vehicle;

5.17.2 vehicle's registration card (small technical document);

5.17.3 all that is necessary for the due use of the security equipment with which the Vehicle is equipped, if such equipment is to be used (for example keys);

5.17.4 "green card" to prove MTPL insurance.

5.18 **Rental Fee and Advance Payment.** At the moment when the owner confirms the reservation made by the driver, the Driver is obliged to pay the Owner the expected Rent and Deposit in the amount specified in relation to the Vehicle in the Application. The deposit and the expected Rent will be paid by wire transfer/credit card payment through the HoppyGo Application. The driver is obliged to have sufficient funds in the relevant bank/credit account when confirming the reservation and when returning the vehicle. The rent is payable upon confirmation of the Vehicle reservation by the Owner. HoppyGo, the Driver, and the Owner agree that the Rental, as well as any damages, contractual penalties and other payments of the Driver, will be paid by the Driver to HoppyGo, unless the parties agree otherwise. In this case, the customer care team must be informed of this fact. The performance is the Driver's obligation to pay the Owner the financial amount fulfilled. The system calculates the length and price of the rental automatically. The first 24 hours of the loan are counted as one day, if the loan is longer than 24 hours, the loan duration is counted as calendar days. If the Driver rents a vehicle for several days, the system calculates and provides the Driver with discount that is set by individual car owner, discounts are applied to the total price of the loan.

5.19 **Use of the Advance Payment.** HoppyGo shall use the paid Advance Payment as follows:

5.19.1 automatically set off unilaterally (even if these receivables are not yet due) against the Driver's obligation to pay (in that order): any penalties arising from the Contract, damages (including co-participation), default interest or other accessories, surcharges for undrawn fuel, Rent, other financial performance arising from the Contract. Information about the credit performed in this way is displayed in the the final bill;

5.19.2 to the extent that the Deposit will not be used in the manner described in Article 5.19.1 of the GTC, and there will be no reason to believe that it could be used, the paid Deposit will be returned to the Driver no later than 7 working days from the date of termination of the relevant Lease Agreement.

5.20 **Conditions of use of the Vehicle.** Before using the Vehicle, the Driver is obliged to get acquainted with the conditions for its use specified in the Application, which he is obliged to observe (eg do not smoke in the Vehicle, do not transport animals in the Vehicle, use the Vehicle only in the designated area, etc.) and use the Vehicle in the usual way taking into account the type of Vehicle and its condition. Mj. is obliged to use the safety devices with which the Vehicle is equipped, if possible. In particular, the Driver is not entitled to use the Vehicle outside the territory specified in the Application (breach of this obligation is proved in particular by a record from the GPS system, if the Vehicle is technically equipped for this). The Driver is in no case entitled to use the Vehicle outside the territory of Europe or in a manner that establishes an exclusion from the insurance according to the Insurance Contract (especially in a manner pursuant to Article 8.4 of the GTC). The Driver may not participate in races, competitions or similar events with the Vehicle, operate the Vehicle on non-public roads (eg racing circuits) or make any changes or modifications to the Vehicle.

5.21 **Withdrawal from the Rental Contract.** It is possible to withdraw from the Rental Agreement under the following conditions:

5.21.1 the Owner shall be entitled to rescind the Rental Agreement, if the Driver fails to fulfill the obligation to pay the Advance Payment in compliance with Article 5.18 hereof or any other obligation necessary for the performance of the Rental Agreement (for example if the Driver fails to present an identity document to the Owner or if such document does not correspond with the document in the Application (see Article 5.14 hereof, if he/she rejects to electronically confirm his/her consent with a due handover protocol, is intoxicated by alcohol, etc.);

5.21.2 the Driver shall be entitled to withdraw from the Agreement, if the Vehicle is not handed over in the state in compliance with these General Conditions;

5.21.3 the Driver and the Owner shall be entitled to withdraw from the Agreement, if the other Party does not arrive at the agreed place where the Vehicle is to be handed over without any notification or agreement not even within 30 minutes after the agreed time.

5.22 By the withdrawal, the Rental Agreement shall terminate *ex tunc*. He who withdrew from the Rental Agreement shall be entitled to request reimbursement from the other party for any purposefully incurred costs. The withdrawal shall be performed through the Application.

5.23 **Termination of the Rental Agreement.** The Rental Agreement may be terminated by cancelling a reservation in the Application (i.e. withdrawal from the Rental Agreement). The reservation may be cancelled at any time, for any reason whatsoever; this shall be without prejudice to the provisions of Article 5.6 hereof. Fines and fees the for cancellation of a loan less than 3 days before its scheduled handover time are sanctioned according to the Price List of Fines.

5.24 **No use of the Vehicle by a third party.** The Driver shall not be entitled to make the Vehicle available for use to any third parties, even for free.

**5.25 Return of the Vehicle to the Owner.** At the expiration of the agreed duration of the Rental, the Driver is obliged to return the Vehicle to the Owner, at the time and place according to the agreement with the Owner. When returning the Vehicle, its inspection will take place again, including confirmation of the handover protocol, similarly to what was specified in Article 5.15 of the GTC (including the obligation to upload at least additional 12 photos of the Vehicle in total to the Application - 8 photos of the exterior and 4 photos of the interior). The Driver is obliged to return the Vehicle in the condition in which he received it (i.e. as specified in Article 5.16 of the GTC). If the Driver returns the vehicle later than the specified time, he will be fined according to the price list of fines, more information available through the Customer Care team.

**5.26 Damage to the Vehicle.** Should the Driver fail to return the Vehicle in the condition in which he/she took over the same, including a damage to the interior or the exterior, he/she shall be obliged to pay the actual costs necessary for removing/repairing the damage, unless such costs are covered by the agreed insurance. The Driver's obligation to pay the amount corresponding with the participation within the framework of the agreed insurance shall not be affected thereby.

**5.27 Lower (or higher) fuel amount.** If the Driver violates the obligation to return the Vehicle with the appropriate amount of fuel (unless otherwise agreed, then with a full tank), he is obliged to pay a fee for refueling, which will be calculated automatically through the Application. If the driver returns the vehicle with less fuel, he can compensate the owner for the financial difference in cash when returning the vehicle. If they do so, they must fill the application with the same fuel level as at the beginning of the loan. If the Driver returns a vehicle with more fuel, it is up to the agreement between the Driver and the Owner on how this difference will be settled financially.

**5.28 Higher mileage and vehicle usage.** If the Driver travels more than the maximum number of kilometers specified in the Application with the Vehicle, the Driver is obliged to pay the Owner for each started kilometer above the limit the amount specified by the Owner in the Application for the rented Vehicle. This amount will be paid in full to the Vehicle Owner. If the driver chooses a long-term rental, i.e. for longer than 29 days, he agrees that the price of the rental includes a reduction of included kilometers at 100 km/day. This reduction applies to the entire rental period. If the driver has a rental of less than or up to 29 days, the rental price includes 200 km/day. The calculation of over-limit kilometers is assessed for the total rental duration.

**5.29 Liability for traffic offences.** The Driver acknowledges that he is responsible for all offenses and unlawful acts which he/she commits while using the Vehicle by his/her actions or omissions. If he/she commits an offense that is not settled immediately, he/she is obliged to notify the Owner and HoppyGo at the latest when returning the Vehicle, if aware of the infraction, by informing the vehicle owner primarily via the Application and HoppyGo customer service via email or by calling the HoppyGo infoline. If it is an offense for which the Driver is responsible, he/she acknowledges that the Owner is entitled to communicate to the authority that will investigate the offense, all required information about the Driver. The Driver acknowledges that all information required by the Administrative Authority may be provided by HoppyGo to the Owner upon request, to the minimum extent necessary for the possible resolution of the dispute between the two parties. If it is an offense (administrative offense) for which the Driver is responsible, the Owner is entitled to request, even through HoppyGo, that the Driver reimburses the Owner for a fine and all costs associated with it (as compensation for damage). After returning the vehicle, the Owner is obliged to check and confirm whether the vehicle can stand in the place parked by the Driver. The owner acknowledges that after returning the vehicle, he bears full responsibility for his vehicle.

5.30 **Accident or damage to the Vehicle.** In the event of any traffic accident or any other damage to or theft of the Vehicle, the Driver shall be obliged to immediately inform HoppyGo of such an event in the manner set forth in Annex 1 hereto. The Driver shall also be obliged to fulfill all obligations arising from legal regulations in such an event, including informing the Police of the Czech Republic or another competent authority of such an event. The Driver takes into account that the existence of the insurance does not relieve the Driver of the responsibility for his/her conduct. If the Vehicle is damaged or stolen, the User shall be obliged to provide compensation for the damage in the form of participation, unless agreed otherwise. The Driver takes into account that the Vehicle may be equipped with safety elements without expressly informing the Driver of such fact (for example a vehicle monitoring system, if a vehicle is stolen). The Driver further acknowledges that in the event of an accident, or damage to the Vehicle, due to non-compliance with, or violation, of traffic laws, HoppyGo is entitled to pass this evidence, on the basis of which the premium may be reduced, to the insurance company and administrative authorities.

5.31 **Handover of the Vehicle without the Rental Agreement.** Where the Vehicle is handed over to the Driver by the Owner despite termination of the Rental Agreement (in particular if the Advance Payment was not paid), this does not mean that the Vehicle is used on the basis of and in compliance with these General Conditions or the Rental Agreement. In such an event, the use of the Vehicle shall not be covered by the insurance concluded by HoppyGo.

## **Article 6. RIGHTS AND OBLIGATIONS OF THE DRIVER AND THE OWNER**

### **6.1 General rights and obligations of the Driver and the Owner**

**6.1.1 Binding effect of instructions in the Application.** The Driver and the Owner must always follow instructions and act in the manner specified in the Application.

**6.1.2 Only true data provided.** The Driver/Owner confirms that all provided data and statements are true, especially as for the specification of their personal and contact data and conditions under which the Applicant may become the Driver/Owner. If there is any change of such personal data or it is inaccurate, then the Driver/Owner shall immediately update such data in the Application (in the possible extent) or to immediately inform HoppyGo about this fact by e-mail or phone.

**6.1.3 Administrative fee.** The Driver/Owner shall pay the administrative fee to HoppyGo in cases and in the amount specified in the pricelist which forms the annex of these General Conditions (especially it is case of any breach of the Agreement or the Rental Agreement, when the Driver/Owner is obliged to pay the contractual penalty, compensation of damage etc.). The Driver/Owner expressly states that they consider the amount of the administrative fee to be reasonable.

### **6.2 Rights and obligations of the Driver**

**6.2.1 Forbidden access of third persons.** The Driver shall be prohibited from providing the Service or making it available to any third parties. The Driver must not provide the Access Data or any other access to the User Account to any third parties and shall be obliged to take all reasonable measures to conceal such data. The Driver shall be fully liable for any unauthorized use of such Access Data or the User Account and for any damage thus caused to HoppyGo, the Owner or third parties. Should such passwords be lost or stolen or should the right to use such passwords be otherwise infringed, the User shall be obliged to immediately inform HoppyGo of such fact and HoppyGo shall change the Access Data.

**6.2.2 Compliance with the applicable law.** The Driver shall be obliged to adhere to the valid and effective legal regulations of the Czech Republic and the European Community. The Driver shall be fully liable for any damage arising from dissemination of data and information through the Service (i.e. in particular for the Owners' assessment performed in the Application). All damages that would thus arise on the part of HoppyGo, the Owner or third parties shall be fully compensated by the Driver.

**6.2.3 Contractual penalties.** All contractual penalties arising for the Driver from these General Conditions or from the Agreement shall be paid by the User to HoppyGo solely by wire transfer; the Driver's obligation to pay a contractual penalty to the Owner shall be fulfilled thereby. No contractual penalties shall be paid directly to the Owner. The Driver shall take into account and agrees that the contractual penalty shall be paid automatically in the same way as for example payment of the Rental Fee. If this is not possible, HoppyGo shall inform the Driver how the Driver should pay the contractual penalty. The payment of the contractual penalty shall be without prejudice to the damaged person's right to compensation for damage; the provisions of Section 2050 of the Civil Code on limitation of the amount of contractual penalty shall not apply. The Parties expressly declare that they consider the amounts of contractual penalties reasonable.

### **6.3 Rights and obligations of the Owner**

**6.3.1 Authorization of a third party to hand over the Vehicle.** The Owner shall be entitled to authorize a third party to hand over the Vehicle to the Driver and to take over the Vehicle from the Driver provided such third party is capable of fulfilling the Owner's duties connected with the Vehicle handover and takeover to the full extent. The Owner's liability for the performance of the Rental Agreement shall not be affected thereby in any manner whatsoever. Should the Vehicle be taken over by a person other than the person who handed over the Vehicle, the Owner shall be obliged to inform the Driver of such fact in advance so that no doubt arises on the part of the User which person is entitled to take over the Vehicle.

**6.3.2 Notification, if the Vehicle is not returned.** The Owner shall be obliged to inform HoppyGo without undue delay, no later than within one hour, that the Vehicle will not be returned within the deadline set forth in Article 5.25 hereof. Should this obligation be breached, the claim to the payment of the insurance premium under the Insurance Policy may terminate or be limited. At the same time, the Owner shall inform the Police of the Czech Republic about this fact without undue delay and provide necessary cooperation during any criminal proceedings.

**6.3.3 Compliance with the applicable law.** The Owner takes into account that in addition to the covenants contained in these General Conditions, the Agreement and the Rental Agreement, the Owner shall also be obliged to fulfill the obligations set forth by legal regulations, including public-legal regulations (for example regulations stipulating tax obligations).

**6.3.4 Authorization to issue invoices.** By conclusion of the Agreement, the Owner authorizes HoppyGo to issue and deliver invoices for the Rental Fee to the Drivers according to all Rental Agreements concluded between the Owner and individual Lessees on behalf of the Owner. If the Owner provided information that they are a VAT payer in the Application, then each relevant invoice will meet requirements for a tax document in compliance with Act No. 235/2004 Coll., on Value Added Tax, as amended. The Owner shall be entitled to provide a number of invoice/tax document which HoppyGo must use for billing of the relevant Rental Fee according to the relevant Rental Agreement in the Application in advance. HoppyGo shall not bear any liability arising from the tax regulations which was caused or which could be caused because of untrue or incomplete information provided by the Owner or Owner's wrongful action.

## **Article 7. PAYMENTS, RIGHTS AND OBLIGATIONS OF HOPPYGO**

**7.1 Payment methods.** HoppyGo and the Owner that all payments under the Rental Agreement by the Driver (including contractual penalties or compensation for damage) shall be paid directly to HoppyGo. HoppyGo, however, is not the final recipient of such funds. HoppyGo shall pay the Rental Fee to the Owner without undue delay after the performance of the relevant Rental Agreement and the contractual penalties and compensation for damage shall be paid without undue delay upon when they are credited to HoppyGo's account; this shall be without prejudice to the provisions of Article 6.1.3 hereof.

**7.2 Claim for the Remuneration.** The Driver and HoppyGo agree that the Driver shall be obliged to pay the Remuneration to HoppyGo for mediation under the Agreement. The Remuneration shall consist of the following amounts:

**7.2.1** amount equaling to a sum in which the Rental fee exceeds the amount that the Owner requested for a car.

**7.2.2** amount corresponding to the contractual penalties paid by the User under the relevant Rental Agreement in compliance with the annex no. 2 to these General Conditions – List of contractual penalties.

**7.3 Due date of the Remuneration.** The Remuneration shall be payable immediately upon the payment of the Rental Fee or the contractual penalty from which it is calculated. For the avoidance of doubt, the Remuneration belongs to HoppyGo only in the event that the Rental Agreement will be concluded and performed, without regard to the potential method of termination thereof.

**7.4 Verification of fulfillment of conditions.** HoppyGo shall be entitled to request that the Driver provides documents to verify whether the conditions pursuant to these General Conditions have been fulfilled, in particular if reasonable doubt arises that the conditions have not been fulfilled. HoppyGo shall be entitled not to provide the Service until it is successfully verified that the conditions under these General Conditions have been fulfilled.

**7.5 Restriction/suspension of provision of the Service.** HoppyGo reserves the right to restrict or suspend the right to the provision of the Service without prior notice, including making the entire Application inaccessible or cancelling the User Account, in particular if HoppyGo suspects that the Driver/Owner may act unlawfully or that these General Conditions were breached or in other cases that otherwise give rise to HoppyGo's right to withdraw from the Agreement.

**7.6 Updates of the Application.** HoppyGo reserves the right to update the Application. HoppyGo shall be entitled to amend or change the Application in any manner whatsoever, including making it fully inaccessible, without any compensation and without prior notice.

**7.7 Restriction or interruption of the Service.** HoppyGo shall be entitled to restrict or interrupt the provision of the Service for a necessary period of time on the grounds of maintenance or repair of the equipment, Application or any other SW that is necessary for providing the Service.

**7.8 Marketing communications.** The Application may also include marketing communications promoting products or services of various entities, which fact the Driver/Owner shall take into account. HoppyGo may inform the Driver/Owner of its new services throughout the term of the Agreement based on a separately provided consent which may be withdrawn by the Driver at any time in compliance with the applicable law.

**7.9 Change of the Access Data.** HoppyGo shall be entitled to change the Access Data to the User Account (username and password) for an urgent technical or safety reason without the User's consent, in particular on the assumption that such measure is necessary for the due provision of the Service. HoppyGo shall inform the Driver/Owner of such changed Access Data (username and password) without undue delay.

**7.10 Rights, if the Vehicle is not returned.** HoppyGo shall be entitled to inform authorities involved in criminal proceedings, insurance company as well as other entities of the Driver's localization data obtained from the Application if such obligation is set forth by legal regulations or a binding decision or if there is legal interest in the provision of such information; such information shall be provided in the event that the Driver fails to return the Vehicle after one hour expired following the time agreed for the returning, if it is evident that the Vehicle will not be returned or if it is suspected that the User committed a criminal act.

**7.11 Exclusion of liability for damage.** HoppyGo shall not be liable for any damage that arose as a result of breaching contractual and/or legal obligations by the Driver or the Owner or for damage that will arise if the Vehicle is used in conflict with legal regulations and/or the conditions for the use thereof (in particular if the Vehicle is used outside the determined area).

**7.12 Assignment of rights and obligations.** HoppyGo shall be entitled to assign any of its rights or obligations arising from the Agreement or from these General Conditions or the entire Agreement at any time to a third party without Driver's/Owner's consent.

**7.13 Monitoring of the Application.** HoppyGo shall be entitled to use technical means to monitor the Application so that it can ensure the safety thereof and react to potential attacks. No specific data of Users/Owners shall be recorded or saved in this manner, except for the data provided during the Registration and pursuant to these General Conditions.

## **Article 8. INSURANCE AND LIABILITY**

**8.1 Insurance of the Vehicle.** HoppyGo service shall include insurance of each Vehicle for the entire term of the relevant Rental Agreement on the basis of which the Vehicle is rented. Insurance on the basis of the Insurance Policy shall become effective from the Vehicle handover to the Driver by the Owner until the Driver returns the Vehicle to the Owner through the Application (inclusive), with the exception to use own insurance according to Article 8.6. hereof.

**8.2 Insurance Policy.** The insurance contract includes accident insurance. The scope of insurance is defined in the Insurance Policy or in other documents available on the website, the current wording of which is published on the HoppyGo website. Some details of the insurance, including insurance indemnity limits and the amount of deductible, are given either in these GTC and / or in the Application. HoppyGo will make an effort to determine the valuation of the Vehicle for the later determination of the premium amount, however a dedicated vehicle identification and valuation program can/will be used. HoppyGo is in no way liable for how high the indemnity will be valued at or paid, whether the insurance claim paid in this way will cover all the damage incurred, or for any refusal to pay the insurance claim in its entirety. Both the Driver and the Owner acknowledge that in the event of a breach of these GTC or the fulfillment of any of the exclusions of insurance, the damage is not covered by the Insurance Contract.

**8.3 Insurance areas.** As a rule, the Insurance Policy shall cover at least the following areas of insurance:

8.3.1 general accident insurance (including damage by a natural disaster, theft or embezzlement);

8.3.2 glass insurance;

8.3.3 assistance services.

**8.4 Exclusions from the insurance.** Especially, the following insurance events arising from use of the Vehicle are excluded from the insurance according to the Insurance Policy:

8.4.1 in conflict with the purpose set forth by the manufacturer;

8.4.2 on racing circuits or in any races, whether official or unofficial;

8.4.3 that is not operational;

8.4.4 under the influence of alcohol or other addictive substances; or

8.4.5 as a working vehicle.

**8.5 Territorial scope of the Insurance.** The insurance under the Insurance Policy or individual parts thereof may have various territorial scope with which the User shall be obliged to acquaint him/herself.

**8.6 Owner's own insurance.** The Owner shall be entitled to use their own insurance with other terms and conditions instead of the insurance included in the HoppyGo service. If the Owner has their own insurance, this information is shown in the detail of the Vehicle and order summary. The Driver may request details of the own insurance from the Owner or from HoppyGo.

**8.7 Accident of the Vehicle with own insurance.** The Owner shall be liable for solving of any insurance event in case of accident of the Vehicle with own insurance.

**8.8 Participation of own insurance.** For the duration of the Rental Agreement, HoppyGo retains the advance payment from the Driver in the amount specified by the app. If there is any insurance event, HoppyGo guarantees compensation damage up to the amount of the minimum participation. If there is any insurance event with higher damage, HoppyGo will make effort to enforce the remaining part of the damage, however it cannot guarantee the due date.

**8.9 Payment of the participation.** The Owner must prove the damage with photos from the Application and a record about insurance event issued by their insurance company to get payment of the participation.

**8.10 Driver's liability.** The Driver shall be liable for any damage caused by using the Vehicle, i.e. damage that is not covered by the insurance under the Rental Agreement, including the agreed participation, and the Driver shall be obliged to reimburse the damaged party for such damage.



**8.11 Exclusion of liability for incorrectly inserted data.** HoppyGo shall not be liable for any damage caused by the fact that the Owner and/or the Driver entered incorrect or untrue data (such as incorrect VIN code) into the Application within the framework of the Registration or at any later time, or if the Owner and/or Driver (depending who is obliged to do so according to the Application) fails to upload the photos from which it could be possible to identify occurrence of damage and its extent at the required moment of handover and takeover of the Vehicle for sure. If occurrence of damage cannot be proven by this method, the Driver and/or Owner waive their rights to receive any compensation of the claimed damage. Photographs provided through the HoppyGo application are the only evidence for resolving a dispute between the Owner and the Driver.

**8.12 Liability of HoppyGo.** HoppyGo shall be liable for the services provided by the Owner and for the compliance of its obligations arising from the Rental Agreement solely in the extent set forth by these General Conditions.

**8.13 Exclusion of liability of HoppyGo.** HoppyGo shall not be liable for:

8.13.1 accuracy, verity or completeness of the information provided to HoppyGo by the Owner or the Driver, unless such information, when provided, was documented in a credible manner (for example by an identity document, Vehicle MOT certificate, etc. provided such documents were authentic),

8.13.2 content of information sent by the Driver through the Application and not even for damage caused by its breakdowns,

8.13.3 services provided by third parties, such as the Internet connection, for the quality, quantity or any consequences of such services or for the rights and obligations connected with or related to such services, etc.,

8.13.4 damage caused to the Driver on items according to Article 5.16.5 hereof, not even in the case when the Driver and the Lessee agreed that the items will remain in the Vehicle during the terms of the Rental Agreement,

8.13.5 damage caused by force majeure, such as natural disasters, natural events, war or terrorist events, physical phenomena influences or service failures caused by failure of electricity supply,

8.13.6 damage caused by using the Application on devices that were adjusted in any unauthorized or unprofessional manner or on which illegal software was installed or for using the Application on devices with an operating system other than that for which the Application is intended or with a setting other than the Application

**8.14 Security of the Application.** The Driver/Owner acknowledges that despite the fact that HoppyGo made maximum effort to ensure its security, communication through the internet network may not be secure and transferred data may be hacked or lost. The Driver/Owner acknowledges that during use of the Service or other on-line services, there may exist certain applications through which any third persons may obtain access to Driver's/Owner's mobile device. HoppyGo shall not be liable for any damage arising or otherwise related to such access of third parties to Driver's/Owner's mobile device. Only the Driver/Owner shall be responsible for sufficient security of their own device against unauthorized attacks.

**8.15 The Insurer's indemnity from the insured event** The Insurer is entitled to reduce the indemnity in the following cases: a) if the insured event occurred due to violation of the provisions of the Road Traffic Act as amended, b) if the Insured causes an increase at the Insurer's costs, in particular so hinders the rediscovery of decisive facts; the insurer is entitled to reduce the indemnity by the amount of such incurred costs, c) if the Policyholder, or the insured, knowingly breached obligations under the insurance conditions, it can be taken into account the effect of this breach on the scope of the insurer's obligation to pay, d) if as a result of a breach of the policyholder's obligation to make true statements when arranging or changing insurance, or as a result of the Policyholder's failure to report to the insurer a change in the facts that affect the increase in insurance risk, a lower premium was agreed. The Insurer shall reduce the indemnity in such a ratio that the amount of the thus agreed premium is adjusted to the amount of the premium that should have been agreed. In the event that the insured event occurred while the driver was exceeding the maximum permitted speed limit, the indemnity is reduced by three times the difference between the achieved speed at the time of the insured event and the maximum permitted speed was exceeded, if the speed was exceeded by more than 10 km/h at the time of the insured event up to a maximum of 100% from indemnity.

**8.16 Liability of the driver for transporting the car in case of damage** In case of the driver causing damage, which is deemed by the insurance company as total write off collision, the driver is responsible for the transportation of the crashed vehicle, and any costs associated with this transportation. This is including the costs of any towing services. The vehicle must be transported to a service-repair center, or back to a location where the car was picked up, in agreement with the car's owner.

## **Article 9. CONSUMER COVENANTS**

**9.1 Application of the Consumer Covenants.** The provisions of this article of these General Conditions shall be applied if the Driver/Owner is a consumer who will conclude the Agreement or the Rental Agreement with an entrepreneur beyond the framework of his/her business or beyond the framework of independent performance of his/her profession and also in the event that the Agreement is concluded in a distant manner, i.e. without simultaneous physical presence of the Parties or outside the business premises of the other Party.

**9.2 Withdrawal from the Agreement.** The consumer shall be entitled to withdraw from the Agreement within 14 days following the date of execution thereof for any reason or without giving a reason. If the Consumer did not request that the performance of the Rental Agreement, i.e. the Vehicle reservation, commenced immediately at the moment of the execution of the Rental Agreement, the Consumer shall also be entitled to withdraw from the Rental Agreement within 14 days following the date of execution thereof. The form the up-to-date wording of which is available on the Website can be used for the withdrawal from the Agreement. The period for the withdrawal shall be considered maintained even if the Consumer sent notification to HoppyGo during such period that they withdraw from the Agreement. Sample advice on Consumer's right to withdraw from the Agreement is available on the HoppyGo websites.

**9.3 Exceptions.** The covenants of this article on the possibility to withdraw from the Agreement pursuant to Article 9.2 hereof cannot be applied, if:

9.3.1 both Parties are entrepreneurs; or

9.3.2 both Parties are consumers (this may only occur in the case of the Rental Agreement).

**9.4 Declaration.** The Consumer declares that it is aware of the meanings of all clauses used in these General Conditions.

## **Article 10. DISPUTE RESOLUTION AND GOVERNING LAW**

**10.1 Amicable dispute resolution.** Any and all disputes between the Parties arising from the Agreement or in connection therewith shall be settled by the Parties in particular amicably and without useless delays.

**10.2 Courts and CTIA.** Should the Parties fail to find a resolution pursuant to the preceding article within thirty days they may submit their dispute to the relevant common court or the Czech Trade Inspection Authority at any time. The Czech Trade Inspection Authority (<http://www.coi.cz/>) is entitled to extrajudicial resolution of consumer disputes in the event where the consumer is a party to the agreement from which the dispute in question arose. The Czech Trade Inspection Authority, however, is not entitled to make a binding resolution in the matter. Common courts of the Czech Republic have jurisdiction to make binding resolutions on all disputes.

**10.3 Role of HoppyGo.** HoppyGo may assist in resolving potential disputes arising between the Owner and the Driver, if it is appropriate and purposeful. For such purpose, the Driver and the Owner agree that all data saved in the Application may be used to resolve disputes.

**10.4 Governing law.** These General Conditions, the Agreement, the Rental Agreement as well as all relationships connected herewith and therewith shall be governed by Czech law, in particular by the Civil Code.

## **Article 11. CHANGES TO THESE GENERAL CONDITIONS**

**11.1 Change to these General Conditions.** HoppyGo shall be obliged to inform the Driver/Owner through the Application or in any other appropriate manner of a change to these General Conditions; as a rule, such information shall be provided within seven calendar days prior to the effectiveness of the change. The new version of these General Conditions shall be available in the Application or on the HoppyGo websites.

**11.2 Refusal of change to these General Conditions.** The Driver/Owner shall be entitled to reject changes to these General Conditions within two (2) working days following the first login into the User Account following the notification of the change to these General Conditions and to withdraw from the Agreement for such reason, but no later than within the date when the change to these General Conditions takes effect. If the Driver/Owner agrees with the change to these General Conditions, such change shall become binding on the Driver/Owner as of the date of effectiveness of such change.

**11.3 Annexes to these General Conditions.** The annexes to these General Conditions may be changed in the same manner as these General Conditions.

**11.4 Consent with the current version of the General Conditions.** Driver's/Owner's obligation to give consent to the current version of these General Conditions (including all annexes hereto) before dispatching/confirmation of the offer for concluding the Rental Agreement pursuant to Article 5.3 hereof shall not be affected by the provisions of this Article in any manner whatsoever.

## **Article 12. FINAL PROVISIONS**

**12.1 Current wording of these General Conditions.** The current wording of these General Conditions shall be available on HoppyGo websites and/or in the Application.

**12.2 Deliveries.** Any document sent by a Party to the other Party shall also be considered delivered if registered mail is addressed to a Party's address stated in the Agreement and if the addressee fails to collect the mail during the deposit period (delivery fiction).

**12.3 Deliveries of electronic mail.** Any consignment sent by one Party to the other Party in electronic form shall be considered delivered on the 10<sup>th</sup> day following the dispatching (delivery fiction) even if it is addressed to the e-mail address of the Party stated in the Agreement.

**12.4 Termination of the Agreement.** The rights and obligations of the Parties to these General Conditions shall not terminate by the expiration of the term of the Agreement; such rights and obligations shall survive until they are satisfied.

**12.5 Severability.** Should any provisions of these General Conditions or the Agreement prove invalid, such fact shall be without prejudice to the validity of the Agreement or these General Conditions as a whole. The Parties shall agree on new provisions that shall supersede the existing provisions and that shall be as close as possible to the original purpose. Such new provisions may also be contained directly in the Agreement.

**12.6 Application priority.** In case of a conflict of the wording of the annexes to these General Conditions, these General Conditions and HoppyGo's bid in the Application, the following documents shall apply in the following order: (i) the HoppyGo's offer in the Application, (ii) the covenants in the annexes and (iii) these General Conditions. In case of a conflict of the wording of these General Conditions and the Insurance Policy, the Insurance Policy shall prevail over the offer in the Application and the text of any annexes to these General Conditions.

**12.7 Cooperation.** HoppyGo and the Driver undertake to provide each other cooperation necessary for the due performance of the Agreement and the provision of the Service.

**12.8 Exclusions from application of the Civil Code.** HoppyGo shall exclude application of the provisions of Section 557 of the Civil Code for interpreting these General Conditions and/or the Agreement (where a used term admits different interpretations, for the avoidance of doubt, the interpretation of the Party who used the term as the first shall be applied).

**12.9 Acquaintance with these General Conditions.** HoppyGo, Driver and Owner declare that they have acquainted themselves with the whole General Conditions and take them into consideration, which they have confirmed by concluding the Agreement, expressly including this provision.

**12.10** The following annexes form integral parts of these General Conditions:

12.10.1 Annex 1: Claims handling - Procedure in the Case of an Accident or Other Damage to the Vehicle;

12.10.2 Annex 2: List of contractual penalties.

**12.11** Validity and effectiveness. These General Terms and Conditions shall be valid from 12.05.2021 and effective from 19.05.2021.