

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 by HoppyGo, in respect of which HoppyGo exercises 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 **Lease Fee:** means a financial amount that the Driver undertakes to pay for the lease of a Vehicle. The amount of the Lease Fee shall always be set forth for a specific Vehicle;
- 1.1.4 **Lease Agreement:** means an agreement on reservation and lease 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 financial performance that the Owner is obliged to pay to HoppyGo for the mediation under the Agreement;
- 1.1.7 **Insurance Policy:** means a framework insurance policy concluded by HoppyGo to insure the Vehicles in the case of damage incurred throughout the term of the Lease Agreement, including all 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:** means HoppyGo service that enables the Driver to use the Application and within the Application to find from the available information a Vehicle that the Driver wishes to lease, and that enables the Owner to offer its Vehicle to all Drivers through the Application and that enables the conclusion of the Lease Agreement. The Service also includes especially the insurance of shared Vehicle. However, the Service does not include physical inspection of the technical state 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 Řehořova 908/4, Prague 3 – ŽIŽKOV, postal code 130 00. The up-to-date contact data are stated on the websites 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 Lease 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 Lease 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 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 Lease Agreement using the Application and in compliance with the Lease Agreement shall pick up the Vehicle and return it back to the Owner after its using.
- 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. HoppyGo shall not require any remuneration from the Driver for using the Service.
- 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 Lease Agreement, which is possible through the Application.
- 2.4 **Role of HoppyGo.** HoppyGo defines framework terms and conditions of the Lease Agreement, but it is not acting in any case as a participant nor a third party of the Lease Agreement, no rights or obligations arise for them therefrom except for settlement of the Lease 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 Lease 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 Lease 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 become** solely an individual who:
- 2.7.1 has reached the age of 18;
 - 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 Lease 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 interested to register as an Owner shall be also obliged to provide information about the Vehicle which he/she intends to offer for use through the Application, namely in the extent in which such information will be required by the Application. By the registration, the Owner agrees to enter the Vehicle in the register maintained by CEBIA.
- 2.10 **Conditions of the Registration.** Registration consists of entering the data required by HoppyGo through the Application, in its sending to HoppyGo and a confirmation of the Registration by HoppyGo. The Registration may be in principle made also through a Facebook account or a Google account or a Smile club account operated by the business company Leo Express Global a.s. In case of a registration through an already existing account, the Applicant shall be obliged to check the accuracy of the data which has copied from the already existing account and in case the data are inaccurate or out-of-date correct the data immediately. Registration cannot be completed without provision of data which is marked as mandatory in the Application.
- 2.11 **Protection of information.** Information entered by Applicants within the Registration shall be protected in compliance with law and shall be available in a limited extent within the Application, certain Driver's data shall be available only to the Owner with whom the Driver will want to conclude 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.** On the basis of the Registration, the User Account shall be established for the Applicant, the Applicant thereby becomes a Driver or a Owner, depending on the registration process he/she has passed. The Driver/Owner shall access the User Account on the basis of the data he/she has entered during the Registration (Access Data).
- 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 Lease 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 the User Account.** The Agreement may be terminated also by closing the User Account, both by the Driver and the Owner, and by HoppyGo. Closing the User Account shall have the same effects as a notice of termination of the Agreement without a notice period. The Driver and the Owner shall be entitled to close the User Account anytime for any reason or without a reason. The Driver may close the User Account only through the email address provided on the HoppyGo website, the User Account cannot be closed by deleting the Application. The User Account cannot be closed during the term of any obligations under the Agreement or the Lease Agreement, in particular in case of a concluded so far not performed Lease Agreement.
- 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 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 is may be performed. Other use of the Application is 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 lease, incl. photos, information about conditions of use, availability, amount of the Lease 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 messages 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 lease of the Vehicle otherwise than by conclusion of the Lease 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. LEASE OF THE VEHICLE

- 5.1 **Vehicle selection.** The Driver shall select the Vehicle that he/she wishes to lease by a function of the Application determined therefor. 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 the 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 Lease Agreement.** By the verification of the payment by the Driver, the interest in concluding the Lease Agreement is confirmed with binding effect and a message shall be sent to the relevant Owner about such confirmation. The Owner shall be entitled to accept or reject the Driver's offer for concluding the Lease Agreement within 24 hours following the date when the offer was received. If the offer is not accepted by the Owner within said deadline or if the Owner rejects the offer, the Lease Agreement shall not be concluded, and the Driver shall not be bound by its proposal for concluding the Lease Agreement. If the Owner accepts the offer for concluding the Lease Agreement, the Lease Agreement shall be concluded.
- 5.4 **More Vehicles.** If the Driver sent his/her offer for concluding the Lease Agreement for (even if only partially) the same period to several Owners. In such an event, the Driver shall only conclude the Lease Agreement with the Owner that will accept the offer as first and it shall not be possible to conclude the Lease Agreement with further Owners (unless the Application sets out otherwise). The Driver and the Owner shall be bound by the Lease Agreement.
- 5.5 **Reservation of the Vehicle.** As soon as the Lease Agreement is concluded, the Vehicle shall be reserved for the selected lease period, unless the Lease Agreement is later terminated. The Driver agrees and expressly requests that the performance of the Lease Agreement, i.e. the Vehicle reservation, commences immediately at the moment of the conclusion of the Lease 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 lease). 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 lease), 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 Lease Fee. A contractual penalty is not required if the Lease 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 Lease 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 lease is to be commenced).
- 5.8 **Duration of the Lease Agreement.** The Lease Agreement shall be concluded for a definite period of time.
- 5.9 **Administration of the Lease Agreement.** The Driver and the Owner may administer the Lease Agreement within the Application in the extent in which the Application so enables or through HoppyGo's call center or e-mail. Any changes to the Lease Agreement, however, must always be approved by both its parties in the same manner as the Lease Agreement was concluded.
- 5.10 **Availability of contact data between the Owner and the Driver.** After the conclusion of the Lease Agreement, the Owner's contact data may be made available to the Driver and *vice versa*. The Driver may use such data to contact the Owner to agree on a concrete place and time for the Vehicle handover. Prior to the execution of the Lease Agreement and after, the Driver may only communicate with the Owner through the Chat. Already agreed time of handover of the Vehicle may be modified between the Driver and the Owner, if the time of handover is during the originally agreed day, the Lease Fee remains the same. Any change of date of handover of the Vehicle is possible only through the call center or e-mail sent to HoppyGo. If there is any dispute about content of the agreement between them, the content recorded in the Application shall be decisive. In order to resolve any dispute between the Owner and the Driver, HoppyGo is entitled to pass on the Owner's Additional Contact Information to the Driver and vice versa, including the address of the permanent or temporary residence and the telephone number.
- 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 Lease 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 lease 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.** Upon the Vehicle handover, the Driver together with the Owner shall inspect the condition of the Vehicle and defects or damage discovered and potential non-compliance with any point in Article 5.16. hereof shall be recorded into the handover protocol that is a part of the Application. The Owner shall fill in at least all obligatory parts of the handover protocol and upload at least 5 photos of the Vehicle to the Application (capturing exterior and interior of the Vehicle according to the description 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 **Accessories of the Vehicle.** The following items must be provided to the Driver together with the Vehicle:
- 5.16.1 keys from the Vehicle;
 - 5.16.2 vehicle registration card;
 - 5.16.3 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 **Lease Fee and Advance Payment.** During reservation, and acceptance of said reservation from the Owner, of the vehicle, the Driver shall pay the expected Lease Fee and Advance Payment in the amount specified in the Application to the Owner. The Advance Payment and the expected Lease Fee will be paid by a wire transfer through the Application for the benefit of HoppyGo. The Driver must have sufficient financial funds on the relevant bank account during this step, as well as during the return of the Vehicle. HoppyGo, Driver and Owner agreed that the Lease Fee, and possible compensations of damage, contractual penalties or other Driver's payments shall be paid by the Driver to HoppyGo. By the performance to HoppyGo, Driver's obligation to pay the financial amount to the Owner is fulfilled.
- 5.18 **Use of the Advance Payment.** HoppyGo shall use the paid Advance Payment as follows:

- 5.18.1 it shall unilaterally automatically set off the Advance Payment (even if such claims are not yet due) against the Driver's obligation to pay (in the following order): any sanctions arising from the Agreement, compensation for damage (including participation), late payment interests or any other interests or charges, additional payments for fuel that was not refilled, Lease Fee and other financial performance arising from the Agreement. Information on such set off shall be shown in the Application;
- 5.18.2 in the extent in which the Advance Payment will not be used in the manner described under Article 5.19.1 hereof, and if there is no reason to believe that it could be used, the paid Advance Payment shall be returned to the Driver no later than within 7 working days following the day of termination of the relevant Lease Agreement.
- 5.19 **Conditions of use of the Vehicle.** Before the Driver uses the Vehicle, he/she shall be obliged to acquaint him/herself with the conditions for using the Vehicle that are stated in the Application and adhere to such conditions (e.g. to not smoke in the Vehicle, to not transport animals in the Vehicle, use the Vehicle only within the specified territory etc.) and to use the Vehicle by usual manner with respect to the type of the Vehicle and its state. The Driver shall *inter alia* be obliged to use security equipment with which the Vehicle is equipped, if it is possible. The Driver in particular shall not be entitled to use the Vehicle outside the territory set forth in the Application. In no event shall the Driver be entitled to use the Vehicle outside Europe or by manner which is considered to be an exclusion from the insurance pursuant to the Insurance Policy (especially by the manner specified in Article 8.4. hereof). The Driver must not participate with the Vehicle in any races, competitions or any other similar events, to drive the Vehicle on non-public roads (such as race circuits) or to make any changes or alterations to the Vehicle whatsoever.
- 5.20 **Withdrawal from the Lease Contract.** It is possible to withdraw from the Lease Agreement under the following conditions:
- 5.20.1 the Owner shall be entitled to rescind the Lease 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 Lease 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.);
- 5.20.2 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;
- 5.20.3 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.
- 5.21 By the withdrawal, the Lease Agreement shall terminate *ex tunc*. He who withdrawn from the Lease Agreement shall be entitled to request reimbursement of purposefully incurred costs. The withdrawal shall be performed through the Application.
- 5.22 **Termination of the Lease Agreement.** The Lease Agreement may be terminated by cancelling a reservation in the Application (i.e. withdrawal from the Lease 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.
- 5.23 **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.

- 5.24 **Return of the Vehicle to the Owner.** Prior to the expiration of the agreed term of the Lease, the Driver shall be obliged to return the Vehicle to the Owner at the time and place agreed with the Owner. Upon the return of the Vehicle, the Vehicle shall be checked and the handover protocol shall be confirmed similarly as stated in Article 5.15 hereof (including the obligation to upload at least 5 photos of the Vehicle to the Application). The Driver shall be obliged to return the Vehicle in the condition in which it took over the same (i.e. as stated in Article 5.16 hereof).
- 5.25 **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.
- 5.26 **Lower fuel amount.** Should the Driver breach the obligation to return the Vehicle with the appropriate quantity of fuel (unless agreed otherwise, with a full tank), he/she shall be obliged to pay a fee for refueling; such fee shall be calculated automatically by the Application.
- 5.27 **Higher mileage.** If the Driver drives the Vehicle for more kilometers than the maximum mileage specified in the Application, the Driver is required to reimburse the Owner for each kilometer above the limit specified in the Application by the Owner for the respective Vehicle. This amount will be paid in full to the Vehicle Owner.
- 5.28 **Liability for traffic offences.** The Driver takes into account that he/she shall be liable for any misdemeanors and unlawful acts which he/she commits when using the Vehicle by his/her conduct or omission. If the Driver commits a misdemeanor that will not be immediately remedied, the Driver shall be obliged to inform the Owner and HoppyGo of such fact no later than upon the Vehicle is returned, if the Driver is aware thereof; such information shall be provided preferably through the Application. In the case of a misdemeanor for which the Driver is liable, the Driver shall take into account that the Owner shall be entitled to provide data about the Driver as the Vehicle driver to the authority that will investigate such misdemeanor. In the case of a misdemeanor (administrative offense) for which the Driver as the Vehicle driver is liable, the Owner shall be entitled to request (even through HoppyGo) that the Driver reimburses the Owner for the paid penalty and all costs incurred in connection therewith (as compensation for damage).
- 5.29 **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).
- 5.30 **Handover of the Vehicle without the Lease Agreement.** Where the Vehicle is handed over to the Driver by the Owner despite termination of the Lease 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 Lease 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 Lease 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 Lease 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 **Set off agreement.** The Owner and HoppyGo agree that HoppyGo is entitled to unilaterally set off its claims due from the Owner (including potential penalties) against the Owner's claims due from HoppyGo, in particular on the grounds of the claim to the Remuneration. As a rule, the set off shall be performed by implication, i.e. the Lease Fee already decreased by the Remuneration shall be paid to the Owner.

- 6.3.2 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 Lease 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.
- 6.3.3 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.
- 6.3.4 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 Lease 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).
- 6.3.5 Authorization to issue invoices.** By conclusion of the Agreement, the Owner authorizes HoppyGo to issue and deliver invoices for the Lease Fee to the Drivers according to all Lease 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 Lease Fee according to the relevant Lease 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 Lease 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 Lease Fee to the Owner without undue delay after the performance of the relevant Lease 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 Owner and HoppyGo agree that the Owner 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 35% of the Lease Fee that is to be paid in compliance with the relevant Lease Agreement. Insurance premiums are paid from this amount (with the exception of own insurance) and this insurance is concluded by HoppyGo for all Vehicles and further HoppyGo's commission for the mediation of transaction. In case of own insurance, the Remuneration shall be 15% of the Lease Fee.

- 7.2.2 amount corresponding to the contractual penalties paid by the User under the relevant Lease 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 Lease 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 Lease 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. The Driver shall not be obliged to download the updated Application, but HoppyGo cannot in such an event guarantee the functionality of the Service. 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 Lease Agreement on the basis of which the Vehicle is leased. 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 Policy shall include not only legal insurance of liability for damage caused by the operation of the Vehicle (mandatory liability insurance) but also general accident insurance. The extent of the insurance is specified in the Insurance Policy; the Driver and Owner shall be obliged to acquaint themselves with the up-to-date wording thereof. Certain details concerning the insurance, including insurance proceeds limits and the amount of the participation, are stated either in these General Conditions and/or in the Application. HoppyGo shall make effort to appreciate the Vehicle to later determine the amount of insurance premiums through a specialized program designed for the identification and evaluation of vehicles. However, HoppyGo is not liable that such premiums will be paid or that the premiums will fully cover caused damage and not even for rejection to pay any premiums. The Driver and the Owner take into account that if these General Conditions are breached or in the case of a certain insurance exception, the relevant damage shall not be covered by the Insurance Policy.
- 8.3 **Insurance areas.** As a rule, the Insurance Policy shall cover at least the following areas of insurance:
- 8.3.1 legal liability insurance (mandatory liability insurance);
 - 8.3.2 general accident insurance (including damage by a natural disaster, theft or embezzlement);
 - 8.3.3 glass insurance;
 - 8.3.4 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; or
 - 8.4.4 as a working.
- 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 Lease Agreement, HoppyGo retains the advance payment from the Driver in the amount of the minimum participation of the agreed own insurance. 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 Lease 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.
- 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 Lease 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 Lease 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.

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 Lease 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 Lease Agreement, i.e. the Vehicle reservation, commenced immediately at the moment of the execution of the Lease Agreement, the Consumer shall also be entitled to withdraw from the Lease 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 Lease 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 Lease 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 Lease 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 10th 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 force.** These General Conditions shall take force and effect on **20.5.2019**.