

RENTBEN

– peer-to-peer car sharing –

GENERAL TERMS AND CONDITIONS

1. Subject of the General Terms and Conditions

(1) **Rentben Kft.** (registered address: 1121 Budapest, János Zsigmond utca 11./B.; company registration number: 01-09-370698; hereinafter: “**Service Provider**”) operates a community car sharing system under the name **RENTBEN**, where registered Users may rent or hire out vehicles.

(2) These General Terms and Conditions are considered general terms and conditions under Section 6:77 of Act V. of 2013 on the Civil Code. These general terms and conditions apply to:

- registration,
- verifying driver’s licenses,
- verifying proof of residence document,
- sharing and using RENTBEN vehicles.

(3) In the case of a natural person, the legal relationship between the User and the Service Provider is established by providing personal data (surname, first name, residential address, email address, place and date of birth, personal mobile phone number, driver's license number and date of issue), while in the case of a legal entity or an organization without legal personality, by providing corporate/organizational data (company/organization name, registered address, company registration number/registration number) and the personal data of the registering representative as specified above, along with proof of their right of representation, and by accepting the general terms and conditions.

(4) By using the service, including the RENTBEN Mobile Application as well as any function accessible by entering the identification name and password on the website www.rentben.com, the User declares to have read, understood and accepted the contents of the General Terms and Conditions, and has consented to their application in the legal relationship(s) between the Parties. When sharing RENTBEN vehicles, these general terms and conditions are supplemented by the rental terms ([LINK](#)), and the list of fees and charges ([LINK](#)).

(5) The conclusion of this contract does not create a right for either the Service Provider, or the User to demand the conclusion of individual lease agreements.

2. Definitions

(1) “**Service**” the community car sharing service operated by Rentben KFT., whereby Users may share their vehicles on the Platform in accordance with the conditions set by the Service Provider, and the vehicles offered for sharing may be used by the Users for specific purposes.

(2) “**User**” any natural or legal person or unincorporated entity (the latter two hereinafter: “**Business User**”) duly and successfully registered in the Service Provider's system, using the Service as a Car Sharer and/or User.

(3) “**RENTBEN vehicle**” or “**vehicle**” the vehicle registered in the RENTBEN system by the User for the purpose of sharing.

(4) “**Car Sharer**” a natural or legal person or an unincorporated entity (the latter two hereinafter:

“**Business Car Sharer**”) that shares the use of a vehicle owned by him/her with another User, temporarily assigns the use of the vehicle to the User under the terms of these GTC.

(5) “**User**” the natural person who uses the RENTBEN services and the RENTBEN vehicle shared by the Car Sharer.

(6) “**Platform**” an application for smartphone and a website, where the Users can use the Service.

(7) “**Profile**” the User’s personal account created on the Platform.

(8) “**Area of use of the vehicle**” the area within the European Union and Switzerland where the RENTBEN vehicles may be used.

(9) “**Rental Day**” a period of 24 days from the start of activating the sharing option on the Platform.

(10) “**Valid driving licence**” Driving licences issued within the European Union and/or the European Economic Area (EEA), as well as driving licences issued outside the EU/EEA, together with an international driving licence, or a Hungarian or English translation of the national driving licence. Driving licenses must be valid for the entire rental period.

(11) “**Total Fee**” includes on the one hand the fee due to the Car Sharer (Rental Fee), and on the other hand the fee due to the Service Provider (Service Fee).

(12) “**Rental Fee**” the fee due to the Car Sharer, to be paid by the User for renting the vehicle.

(13) “**Service Fee**” the fee due to RentBen KFT for providing the service. If the vehicle shared has Uniqa comprehensive insurance coverage, the amount of the Service Fee shall be 33% of the Total Fee. If the vehicle shared has comprehensive insurance coverage provided by the Owner, or is not covered by comprehensive insurance, the amount of the Service Fee shall be 15% of the Total Fee.

(14) “**Platform operator**” is the Service Provider, RentBen Kft.

(15) “**Photographer**” is a partner of the Service Provider who takes the car photos and various advertising materials.

3. User data

(1) In order to use the services of the Service Provider, the Users must have an active profile where the User provided the appropriate data. Data to be provided are as follows:

In the case of a natural person, or the natural person representative of a legal entity or an organization without legal personality:

- name
- phone number
- email address
- date and place of birth
- address
- driving licence number, date of issue
- bank account
- photo of the front side of the driver's license
- photo of the back side of the driver's license
- photo of the proof of residence document
- photo of the user (which will become the default profile picture)

- profile picture of the user
- credit card registration in the SimplePay system

In the case of a legal entity or an organization without legal personality:

- Company or organization name
- Registered office address
- Company registration number / official registry number

(2) The rules of data processing are contained in the “*Data Processing Policy*.”

4. Settlement method and rules

(1) In order to use the services of the Service Provider, the User must have a credit or debit card.

(2) The User is obliged to provide their own true and accurate data during the registration process. Users warrant that the documents presented by them for the purpose of verifying their identity are original, and that the data contained therein is truthful. Should it later be established that this is not the case, any resulting claims or demands shall be enforceable solely against the User who acted in a misleading or bad faith manner with regard to the authenticity of the documents, thereby deceiving the other parties. This obligation particularly applies to the User’s email address, personal mobile phone number, data related to their driver’s license, and banking and/or credit card information. In the case of bank card registration, the User is required to register only their own bank card. The User shall be fully liable for any deviation from this obligation, as the Service Provider is not authorized to verify banking information; such data is stored and managed by OTP Mobil Kft. The User expressly assumes full responsibility for any consequences arising from the registration of a third party’s bank and/or credit card on the Platform.

In the case of Users that are legal entities or organizations without legal personality, it is an additional obligation to ensure that only a natural person with actual, lawful representative authority is permitted to act on their behalf during registration. These Users accept full liability for any failure to comply with this obligation and for any resulting damages. (3) In the event that any data are demonstrably outdated (e.g. Undeliverable email, unavailable mobile phone number), the Service Provider reserves the right to temporarily block the User's account.

(4) By storing the User's credit card data and accepting it as a payment method, the User authorises the Service Provider to debit such credit card for all fees, lump sum charges and contractual penalties payable under the contract, including any payment obligations incurred by the User due to any fines.

(5) All Users are strictly prohibited from sharing their login details (username, password) with third parties, including but not limited to the case where the third party is also a User. If such becomes known to the Service Provider, the Service Provider reserves the right to temporarily suspend the User's account.

5. The right to use and share, checking the driver's license

(1) A RENTBEN vehicle may only be shared by the vehicle owner or operator. In case of leased cars, it is the operator's responsibility to obtain the relevant consent of the lessor of the vehicle. This is not checked by the Service Provider, and therefore excludes liability.

(2) Only the following persons may drive a RENTBEN vehicle who

- a) is at least 21 years old, but has not reached the age of 75,
- b) has had a driving license for at least 2 (two) years valid for passenger cars,
- c) keeps his/her valid driving licence with him/her for the duration of the rental and complies with any conditions and requirements that may be set out in it;
- d) has an active profile as defined in point 3 (1)
- e) is in a condition suitable for driving a vehicle

(3) Following registration, in order for the User to have a verified profile (enabling them to rent and share a car), it is necessary for them to provide their personal data as specified in Section 3(1). Furthermore, the User is obligated to register their bank card in the SimplePay system and upload a profile picture. In the event that the Service Provider identifies an error with the provided data, the User will be notified of the issue, and their profile will be temporarily suspended for the duration of the correction. The verified status of profiles remains valid until the user modifies their data or until one of the uploaded documents loses its validity.

(3/A) Authorization of a person representing a legal entity or an organization without legal personality includes the following roles:

- Registration of car(s), posting and removal of advertisement(s)
- Management of advertisement(s) and availability calendar(s)
- Handling of incoming bookings
- Communication with the renter
- Coordination of car handover and return
- Reporting of issues and conducting administration in cooperation with Rentben Kft. and the renter

(4) Profiles are activated through administrative verification, meaning that the Service Provider reserves the right to verify the accuracy of the provided data and, if necessary, notify the User via email to provide supporting documentation for the recorded information. If the User fails to comply with the notification, their profile will be unverified.

(5) It is not allowed to rent a car with false data. The Car Sharer is obliged to verify the identity of the User during the CHECK IN process. If the Car Sharer notices that the User has intended to take the vehicle using false data, and he/she reports this to the Customer Service, the Check in process may be cancelled, and the User will be obliged to pay the one day's Total Fee, of which The Car Sharer is entitled to receive one day's Rental Fee as compensation.

(6) The User agrees that when using the Service for the first time (car sharing or rental), he/she must register his/her bank card data in the OTP SimplePay system. He/she also agrees that the Service Provider may store his/her payment data with the assistance of OTP Mobil Kft., the operator of the OTP SimplePay payment system.

(7) The User is obliged to update his/her data via the Platform without undue delay in the event of any change to his/her driving licence or bank card data.

(8) Upon request of the Car Sharers, the Users shall be obliged to prove their identity and the validity of their driver's licence before using the vehicle.

6. Vehicle sharing

- (1) Any User with an active profile on the Platform may post an advertisement for one or more vehicles.
- (2) Advertisements on the Website may only be posted for passenger cars and small commercial vehicles
 - a) which were manufactured in 2004 or later
 - b) with a mileage of less than 350,000 km,
 - c) which have a valid registration certificate and licence plate,
 - d) which have a valid compulsory third-party liability insurance, and
 - e) have a valid vehicle safety inspection certificate, and
 - f) are in satisfactory technical and aesthetic condition, and
 - g) can be driven with a category B driving licence.

Exceptions are vehicles in the OLDTIMER category:

- a) manufactured before 1990
 - b) are in excellent technical and aesthetic condition
 - c) licence plates "OT-1234" are an advantage but not a precondition.
- (3) The vehicle registration can be made by providing the vehicle data (make, model, year of manufacture, engine power (KW), fuel type, mileage, approximate value of the vehicle, number of doors, number of persons transported, license plate number, amount of deposit, Total Fee of the rental, contact details and pick-up address). In addition to the mandatory data, the Car Sharers may optionally provide other information about the vehicles. It is mandatory to upload photo/photos for the Advertisements.
- (4) It is considered a material breach of these terms and conditions if the Car Sharer provides false information (e.g.: gives information of a different make, different model, with invalid registration certificate and licence plate, uses stock photos taken by others and downloaded from the Internet, which are not the same as the actual vehicle). The Service Provider is entitled to suspend the vehicle in case of detection of false information about the vehicle. If such a vehicle is rented by a User, and it is discovered during the CHECK IN process that the advertised data are not correct, the Car Sharer may be liable to pay a surcharge of HUF 20,000 if the User submits a report on such event. The Service Provider shall not be liable for the recording of incorrect data.
- (5) During vehicle registration, the Service Provider will propose the Total Fee of the rental based on the parameters of the car. The Sharer can deviate from this suggested fee by maximum of up to five times the price. Exceptions are made for luxury, sports, and classic cars, where the Sharer can deviate from the suggested fee at their discretion. The Service Provider reserves the right to adjust prices that deviate by more than five times from the suggested fee set by the Service Provider. The minimum total daily fee that can be set is 5,000 HUF.
- (6) The Car Sharer may arbitrarily limit the number of daily kilometers that can be traveled with the vehicle within the range of 100 to 800 km/day. By default, the Provider is entitled to impose an excess mileage penalty of 30 Ft/km on the User in case of exceeding the limit.
- (7) The Car Sharer may set various restrictions in the Advertisement, including the countries that may be visited with the vehicle, the transportation of pets, smoking in the vehicle, maximum daily kilometres, or the minimum rental period. In terms of countries, it can be specified whether the renter is allowed to drive the car only within Hungary or also within EU member states and Switzerland. If driving is permitted in EU member states and Switzerland, the authorization is valid for all EU member states, and no further restrictions can be applied within them. For violating the restrictions, the Car Sharer is entitled to claim the additional fees specified in the fee and cost schedule from the User ([LINK](#)).
- (8) The Car Sharer can also choose to offer a discount on the daily rental fee for longer-term rentals. If

it is offered, the Car Sharer can also specify the rate of the discount.

- (9) The Advertisements are publicly available on the Platform. The Users can reserve the vehicles on the Platform based on the information provided in the Advertisements and their own preferences. The User posting the Advertisement is solely responsible for any violation of any legal provision or third party rights resulting from the Advertisement and the rental of the vehicle.
- (10) The Service Provider is entitled to verify the authenticity of all data recorded by the Users and all entries published by them, but shall not be liable for the conduct of Users and the content of the Advertisements.
- (11) Car photos taken by the Service Provider's photographer of the Car Sharer's vehicle are the Service Provider's intellectual property. The Service Provider makes the completed photos available to the Car Sharer, which he can freely use on the Platform. Use outside the Platform requires the written consent of the Service Provider. In the case of publishing the photos on social media, the Sharer must tag the Service Provider. If the photos are published outside the Platform without permission, the Service Provider is entitled to a gross rental fee of HUF 5,000/day per photo.
- (12) The Sharer is obliged to advertise the rental rates of the vehicles on this platform under conditions that do not exceed the rates applied by the Sharer on other platforms, their own website, or any other advertising channels. The Sharer agrees that the rental rates of vehicles listed on this platform cannot be higher than the rates advertised on any other platform, regardless of the pricing structure or conditions of those other platforms. If the Sharer lists a vehicle on this platform at a higher rate than on their own website or other platforms, it will result in immediate exclusion from the platform without prior notice.

7. Reservation Process

- (1) The vehicles posted on the Platform may be shared or used by Users with an active profile.
- (2) The User may record a reservation via the Platform. A vehicle may be reserved for a minimum duration of 24 hours. The Total Fee of the rental applicable for the vehicle is available on the Platform.
- (3) Reservations can be cancelled free of charge up to 120 hours (5 days) before the start of the rental. In such cases, the User shall be entitled to a refund of the Total Fee of the rental in accordance with the cancellation conditions set out in point 8.
- (4) All booking requests are valid only if they are administered on the Platform. Oral or written agreements outside the Platform will not be accepted by the Service Provider.
- (5) The Platform supports two booking types: Normal and Instant Booking. In all cases, this is determined by the Car Sharer for the registered vehicle, and the User has no choice. The Car Sharer reserves the right to change the type of booking anytime. In the event of a change, bookings already finalized will be made according to the original type and bookings made after the change will be made according to the new booking type.
- (6) In the case of Normal booking after a reservation request, the Car Sharer receives notification (via SMS, email, via the application) on the User's intention to rent. The Car Sharer may decide to accept or reject it without giving reasons. The Car Sharer has 12 hours for confirmation, after which the booking request will be canceled. The decision must be recorded on the Platform by the Car Sharer. If the rental is not suitable for the Car Sharer, the application may be rejected without any consequences. If the reservation is accepted, the Total Fee of the rental (Service fee + Rental fee + extra services fee) will be deducted from the User's credit card via SIMPLEPAY, after which the reservation becomes successful. The Car Sharer may cancel finalised bookings only against a cancellation fee.
- (7) In the case of Instant booking the Car Sharer's confirmation is not required. The User records his /

her booking request on the Platform, then the Total Fee of the rental (Service fee + Rental fee + extra services fee) will be deducted from the User's credit card via SIMPLEPAY, after which the reservation becomes successful. The Car Sharer will be notified (by email, within the app) that the User has a successful reservation for their car. The Car Sharer may cancel finalised bookings only against a cancellation fee.

(8) A User may record several reservation requests for the same period. As soon as one of the reservations is accepted by one of the Car Sharers, it becomes final. The other pending reservation requests must be cancelled by the User. If he/she fails to do so and the other reservation request(s) are successfully confirmed by the Car Sharer(s), it will result in all accepted reservations being charged to the credit card. Any consequences shall be borne by the User.

(9) The payment of the Total Fee of the rental is a condition for the reservation to become final. At this point, the bank card will be charged the amount of the Total Fee, but the transaction is not made yet. In the case of Normal booking the Total Fee will be deducted from the User's payment instrument after acceptance by the Car Sharer. If the Car Sharer rejects the reservation request, the amount debited will be immediately released. In the case of Instant booking the Total Fee will be deducted immediately, without the Car Sharer's confirmation. The Total Fee can only be paid through the OTP SIMPLEPAY system.

(10) The Car Sharer is entitled to request a security deposit for vehicles shared on the Platform. The amount of the security deposit may be determined by the Car Sharer.

(11) Upon successful payment of the reservation fee, the Service Provider's system will automatically generate the individual rental agreement, which can be viewed on the Platform. The rental agreement shall enter into force in the case provided for in paragraph (15) of point 9. The rental agreement can be downloaded from the moment the agreement is made until the 5th day after the rental has been concluded.

(12) After payment of the Total Fee of the rental, the User will receive the contact details of the Car Sharer (e.g. telephone number) via the Platform. The Users agree that for the administration of the reservation, the Service Provider shall communicate the name and contact details of the Car Sharer to the User, and the User's name and contact details to the Car Sharer. The Users consent to the processing of the personal data thus provided by the Service Provider, by the other User for the duration of the Rental.

(13) The taking over of the vehicles that can be reserved with a security deposit is subject to the condition that the User has enough funds in his/her cash account to cover the blocking of the security deposit amount. The blocking shall be made 24 hours before the start of the rental period. The blocked amount will be released 72 hours after CHECK OUT. Depending on the financial institution, the blocked amount may reappear on the User's account within 1-30 days of its release. The Service Provider excludes its responsibility in this regard.

(14) In the event that SimplePay is unable to block the amount of the security deposit, the Car Sharer shall have the right to refuse handing over the vehicle. In such case, the User shall be reimbursed for the Total Fee paid, except for the amount equal to 1 day's Total Fee and except for SIMPLEPAY's 2% transaction fee.

(15) The Lessor may decide not to block the amount of the security deposit, and to rent the car even in the absence of such blocking. Any arrangements made outside the Platform are the sole responsibility of the Parties.

(16) Reservations can only be made through the platform. If Users attempt to make a reservation outside the platform, the Service Provider is entitled to suspend their profile.

(17) It is considered a serious breach of the GTC if the Car Sharer bypasses the Service Provider and reaches an agreement with the User. In such a case, the Service Provider is entitled to suspend their profile.

(18) The Service Provider is entitled to suspend the cars of inactive lessors temporarily or permanently. An inactive lessor is a car owner who does not manage the booking requests they receive, as a result of

they are rejected by the system due to a timeout.

8. Cancelling a reservation

- (1) The User may cancel the reservation subject to the cancellation conditions. The Total Fee paid will be refunded to his/her means of payment as set out in these GTC.
- (2) The User may cancel the reservation free of charge if the following conditions apply. In this case, he/she shall be entitled to a full refund of the Total Fee:
 - a) 120 hours (5 days) prior to the start of the rental
 - b) In any case within 1 hour of finalising the reservation
 - c) In case of a User arriving by air from abroad, cancelling due to flight delay or cancellation, if proof is provided.
 - d) In the event of force majeure: natural disaster (at the place of departure or arrival); introduction of new travel restrictions, if proof is provided.
- (3) Within the cancellation period free of charge, the User may cancel the rental under the following conditions:
 - a) In case cancellation more than 48 hours prior to the start of the rental, the cancellation fee shall amount to 17% of the Total Fee (comprising a 15% service fee and a 2% SimplePay transaction fee).
 - b) In case of cancellation less than 48 hours prior to the start of the rental, the cancellation fee shall amount to 52% of the Total Fee (comprising 50% of the rental fee and a 2% SimplePay transaction fee). The Service Provider is entitled to a 15% commission from the Sharer's rental fee.
 - c) In case of a no-show, the cancellation fee shall amount to 100% of the Total Fee. The Service Provider is entitled to a 15% commission from the Sharer's rental fee.
 - d) In cases of force majeure—such as natural disasters (at the place of departure or arrival) or the introduction of new travel restrictions—provided that the reason can be substantiated, and the evidence is accepted by the Service Provider, the Service Provider shall refund the cancellation fee to the User.
- (4) The Car Sharer agrees that it may cancel finalised reservations only against a surcharge. The following cancellation surcharges shall apply, 50% of which will be due to the User as compensation:
 - a) A surcharge of HUF 10,000 if cancelled more than 48 hours before the start of the rental period
 - b) A surcharge of HUF 20,000 if cancelled less than 48 hours before the start of the rental period.
 - c) A surcharge of HUF 30,000 if cancelled less than 3 hours before the start of the rental period, or if the person fails to appear at the time of handover
 - d) The Car Sharer may interrupt the handover of the vehicle free of charge in the event of problems with the identity of the Lessee as detailed in paragraph (8) of point 9.

9. Sharing and Use

- (1) The rental relationship is always established between the Car Sharer and the User and does not involve the Service Provider.
- (2) The place of acceptance and handover of the vehicle is the location indicated in the Advertisement. Any deviation from this is only possible by the mutual agreement of the Parties.

(3) The Car Sharer and the User shall each separately inspect the vehicle for visible defects, damage, or significant dirt before starting the engine of the vehicle.

(4) The Car Sharer and the User shall separately take the following photographs of the vehicle prior to starting the vehicle:

- the left front and left side of the vehicle
- the right front and right side of the vehicle
- the left rear and left side of the vehicle
- the right rear and right side of the vehicle
- the vehicle odometer with current mileage and fuel level
- the two front seats of the vehicle
- the rear seats of the vehicle
- the luggage compartment of the vehicle
- and all external and internal visible damage, with a finger pointing at it.

(5) Photographs that are blurred, unclear or do not accurately display the information will not be accepted by the Service Provider in the event of a complaint.

(6) Photographs must be retained by the Users for 15 days from the date of return of the vehicle (CHECK OUT).

(7) The Car Sharer acknowledges that, upon receipt of the vehicle, the User may, free of charge, interrupt the receipt of the vehicle via the Platform if he/she has any objections regarding the technical, aesthetic and hygienic condition of the vehicle. In such a case, the rental agreement is terminated and the User shall receive full refund of the Total Fee. If the Customer finds that the Car Sharer has tried to rent his/her vehicle with false information, pursuant to paragraph (4) of point 6, the Car Sharer may be obliged to pay a surcharge of HUF 20,000, which the Service Provider shall charge to his/her credit card, if appropriate evidence is provided. 50% of the surcharge shall be paid to the User as compensation, while the remaining 50% shall be paid to the Service Provider. After the check-in process, the rental shall be considered to have been started, and it can no longer be cancelled.

(8) The User acknowledges that, upon taking over the vehicle, the Car Sharer may interrupt the handover free of charge if the User is unable to produce his/her original and valid driver's licence. In such a case, the rental agreement is terminated and the User shall be refunded the paid Total Fee (except for the amount equal to 1 day's Total Fee and for SIMPLEPAY's 2% transaction fee).

(9) If the Car Sharer finds that the User has attempted to rent the vehicle using false personal data, or the security deposit has not been blocked on the User's means of payment, it may refuse to hand over the vehicle. In such a case, the rental agreement is terminated, and the User shall be refunded the paid Total Fee (except for the amount equal to 1 day's Total Fee and for SIMPLEPAY's 2% transaction fee). After the check-in process, the rental shall be considered to have been started, and it can no longer be cancelled.

(10) The Users shall have the right to report to Customer Service if they believe that a card has been charged due to an unjustified complaint. Complaints may be submitted to Customer Services at the email address provided for this purpose. This can be performed within 24 hours of the card being charged.

(11) A complaint is complete if the incident is described in detail and supported by photos or videos. Any complaints received will be processed by Customer Service, and then they will contact the other User via email, who will have 24 hours from the date of the request to send their own evidence to clarify their situation. Based on the evidence received, Customer Service will make a decision and charge the offending User's card. In the event of an unjustified complaint, the complaining User will be liable to pay a surcharge of HUF 30,000.

(12) The rental does not have a minimum duration, unless the Sharer stipulates otherwise, the maximum period is as available on the Platform.

(13) The Total Fee of the rental is calculated on the basis of a daily fee, where each 24 hours started counts as 1 day. The Total Fee is calculated from the end of CHECK IN until the end of CHECK OUT.

(14) By starting the reservation and using the service, the User expressly consents to the Service Provider to – with the assistance of OTP Mobil Kft., the operator of the OTP SimplePay payment system – store the data of his/her registered bank card and, in the event of a claim, to charge the bank card used for the reservation with the amount of any claim.

(15) The individual rental agreement for the use of a vehicle shared on the Platform shall enter into force when the User receives the keys and the registration documents of the vehicle from the Car Sharer, and the option indicating the start of sharing and use is activated by the Parties at the end of the CHECK IN process on the Platform. The Parties shall then consider the individual rental agreement accepted.

(16) The Parties acknowledge that the omission or non-compliance with the CHECK IN and CHECK OUT processes may result in the invalidity of the rental agreement and the insurance contract, as a consequence of which neither the Service Provider nor the Insurer shall be able to participate in the event of an insurance claim.

(17) During the CHECK IN process, it is the responsibility of the Car Sharer to verify the driver's license and the identity of the User. If the identity check reveals a discrepancy, the handover of the vehicle may be interrupted via the Platform. The problem can only be reported during the CHECK IN process within 1 hour of the start of the rental period.

(18) During the CHECK IN process, it is the responsibility of the User to check the condition of the vehicle. If, during such a check, the User finds that the condition of the vehicle is not satisfactory, the handover of the vehicle may be cancelled via the Platform. In this case, the Total Fee paid will be refunded within one hour. The problem can only be reported during the CHECK IN process within 1 hour of the start of the rental period.

(19) The User is entitled to transfer the hired vehicle to another person at his/her own risk. The User shall be liable for any damage to the vehicle.

10. General obligations of the Users, and prohibitions applicable to them

(1) The User is obliged to:

- a) take over one set of ignition keys and the registration certificate at the time of taking over the vehicle
- b) drive and handle the vehicle with utmost care, in an environmentally friendly and fuel-efficient style,
- c) immediately notify the Car Sharer of any damage or deterioration or serious contamination, including the detection of any conditions that may indicate smoking (e.g. smoke odour, ash, cigarette butts).
- d) generally protect the Car Sharer's vehicle against theft (keep the windows up and the door locks locked when parking, arm the alarm or immobiliser, etc.);
- e) in the event of a warning signal, check the level of the operating fluids, and, if low tyre pressure is suspected, adjust the tyre pressure as necessary;
- f) check for obvious vehicle malfunctions before driving;
- g) comply with all legal requirements relating to the use of the vehicle, in particular road traffic rules, and is required to check that the vehicle is in a roadworthy technical condition (**Decree 1/1975. (II. 5.) of KPM-BM (KRESZ/Highway Code)**).
- h) stop immediately if an error message is displayed on the dashboard, and contact the Car Sharer to check whether the journey can be continued. The decision shall be documented by the Parties;
- i) if an electric vehicle is used, ensure that the battery is at least as fully charged as when the

vehicle was taken over;

- j) take at least eight (8) photographs of the vehicle at the time of takeover as specified in paragraph (4) of point 9), to prove its condition and fitness for its intended use, in particular that it has been used in a manner not causing any damage. Retain the photographs for 15 days;
- k) on returning the vehicle, return one set of keys and the registration certificate.

(2) The User is forbidden to:

- a) drive the vehicle under the influence of alcohol, drugs, mind-altering substances or any medication that may impair your ability to drive. Drinking alcohol is strictly prohibited (blood alcohol level: 0‰);
- b) deactivate the passenger side airbag, except when necessary to carry a child or infant in a child safety seat or booster seat, or to comply with the safety requirements for the positioning of a baby carrier, in accordance with the provisions of paragraph (1) of point 10, subparagraph f). If the passenger side airbag is deactivated, it must be reactivated at the end of the rental period;
- c) use the vehicle for off-road travel, motor sports or any kind of competition;
- d) use the vehicle for vehicle testing, driver training, commercial passenger transport or other commercial transport (e.g. courier service, pizza delivery);
- e) use the vehicle for the transport of flammable, toxic or other dangerous substances in quantities significantly exceeding household quantity;
- f) use the vehicle for the carriage of objects which may adversely affect the safety of driving or which, because of their shape, size or weight, may damage the interior or exterior of the vehicle;
- g) use the vehicle for the transport of animals, unless authorised by the Car Sharer
- h) use the vehicle for committing an offence;
- i) smoke or allow others to smoke in a non-smoking vehicle;
- j) heavily contaminate the upholstery of the vehicle, or to leave any waste in the vehicle;
- k) carry more persons than the number of persons authorised in the registration certificate;
- l) carry out repair or conversion work on the vehicle or to employ a third party to carry out such work;
- m) transport children or infants otherwise than buckled in the required booster/infant seats. The User shall comply with all the manufacturer's instructions concerning the installation of child seats;
- n) use the vehicle for travel outside the service area.

(3) The User is obliged to pay compensation or surcharge for any violation of the provisions specified in paragraphs (1) and (2) of point 10. ([LINK](#)). The payment of a contractual penalty shall be without prejudice to any claim for compensation.

(4) The Car Sharer is obliged to

- a) deliver the vehicle at the agreed place and time, together with 1 set of ignition keys and the relevant documents (registration certificate, third party liability insurance);
- b) keep the vehicle in a technical and aesthetic condition appropriate for its intended use;
- c) take at least eight (8) photographs of the vehicle at the time of handover and return as specified in paragraph (4) of point 9), to prove its condition and fitness for its intended use, in

particular that it has been used in a manner not causing any damage, which photos shall be suitable and appropriate for providing evidence. The photographs shall be retained for 15 days;

- d) take over the vehicle at the end of the rental period together with the ignition key and the documents.

11. Modification of the Sharing

(1) The User may modify the vehicle pick-up and/or return time through the Platform if necessary. The modified time must be accepted by the Host. If accepted, the modified pick-up and/or return time will be valid. If not accepted, the originally specified times will remain in effect.

- a) The pick-up time can be modified before the CHECK-IN process appears in the booking. Once the CHECK-IN process appears, modification is no longer possible.
- b) The return time can be modified before the CHECK-OUT process appears in the booking. Once the CHECK-OUT process appears, modification is no longer possible.

12. Finishing of the car sharing

(1) If the User wishes to end the use (and thus terminate the individual rental agreement) before the agreed deadline, or if the period of use expired in accordance with the agreement, he/she must:

- a) return the vehicle to the Car Sharer at the place of collection, or at a place agreed with the Car Sharer;
- b) return the ignition key and other provided documents to the Car Sharer;
- c) when parking the vehicle, ensure that the handbrake is on, all windows and doors are closed and the lights are off;
- d) make sure that the passenger-side airbag is activated; and
- e) make sure that no waste or heavy contamination remain in the vehicle;
- f) take at least eight (8) photographs of the vehicle at the time of returning it, as specified in paragraph (4) of point 9, to prove its condition and fitness for its intended use, in particular that it has been used in a manner not causing any damage, which photos shall be suitable and appropriate for providing evidence. The photographs shall be retained for 15 days;
- g) comply with the CHECK OUT process on the Mobile App indicating the end of use.

(2) Obligations of the Car Sharer at the end of the car sharing period

- a) take back the vehicle from the Car Sharer at the place of collection, or at a place agreed with the User;
- b) take back the ignition key and other documents from the User;
- c) take at least eight (8) photographs of the vehicle at the time of taking back, as specified in paragraph (4) of point 9, to prove its condition and fitness for its intended use, in particular that it has been used in a manner not causing any damage, which photos shall be suitable and appropriate for providing evidence. The photographs shall be retained for 15 days;
- D) comply with the CHECK OUT process in the Mobile App indicating the end of the car sharing.

(3) If the Car Sharer notices any mileage overrun, delay, fuel shortage or pollution-related damage upon receipt of the vehicle, the Car Sharer shall be entitled to compensation, the amount of which is available in the list of fees and charges ([LINK](#)) or on the car's profile. You may submit your request to the Service Provider as part of the CHECK OUT process.

(4) In the event of an accident as a result of which the vehicle is unable to move on its own, the use of the vehicle will end at the latest when the vehicle – following consultation with the Car Sharer – together with the keys and the documents handed over, is collected by the towing service provider, who will deliver the vehicle to the address agreed by the Users.

(5) The Car Sharer is obliged to return all properties left in the vehicle by the User. The process for this shall be agreed between the Users.

13. General liability of the Users

(1) The Users shall be liable to each other and to the Service Provider for any damage caused by them, their representatives or agents, intentionally or through gross negligence, in accordance with the provisions of 6:142 of the Civil Code.

(2) The Users are liable to the Service Provider for any damage caused by them, their representatives or agents, for any damage caused to the Service Provider.

(4) In the event of any breach of contract, including late payment, the Service Provider may suspend or permanently exclude the User concerned from using the service without giving any reason, with immediate effect. The User will be notified of such exclusion by email.

14. Handling of damage, failures and repairs

(1) The User is required to notify the Car Sharer by telephone without undue delay of any accident, damage or technical failure occurring during the rental. In the event of an insured incident involving a vehicle covered by comprehensive (CASCO) insurance, the User shall also be responsible for documenting the damage (by photo and/or video) in order to facilitate the claims process.

(2) The User is liable for any damage caused to the Car Sharer. This includes in particular, but is not limited to liability for any breach of Point 10, theft of, damage to or destruction of the vehicle, its keys and/or accessories. The User shall also be responsible for any damage caused by an unknown person during the rental period. In the event of liability of the User, if no insurance coverage is available based on the vehicle's insurance, the User shall indemnify the Car Sharer against any claims by third parties.

15. Accidents

(1) According to the contents of Joint Decree 1/1975 (II.5.) of KPM-BM (KRESZ/Highway Code) on the rules of road traffic, it is necessary to request police assistance in case of an accident.

(2) Where the law requires police assistance in the event of an accident, the User shall ensure that any accident, theft, fire, damage, or damage to animals involving a vehicle driven by the User is reported to the police and recorded by the police without undue delay. If the police refuse to record the details of the accident, the User shall notify the Customer Service and the Car Sharer by telephone without undue delay. In such a case, the User shall consult with and follow the instructions of the Car Sharer. This process shall be followed irrespective of the extent of the damage and whether the accident was caused by the User or a third party.

(2) The User may leave the scene of an accident only after:

A) the police have completed recording the scene of the accident, and

b) measures have been taken to preserve evidence and mitigate damage as agreed with the Car Sharer; and

- c) the vehicle has, because of its immobile condition, been handed over to a towing company or person, or otherwise disposed of safely following consultation with the Car Sharer, or the vehicle has been returned to the Car Sharer.

(3) In the event of an accident that does not require police assistance, it is the responsibility of the User to notify the Car Sharer by telephone without delay. In the event of an insured incident involving a vehicle covered by comprehensive (CASCO) insurance, the User shall also be responsible for documenting the damage (by photo and/or video) in order to facilitate the claims process.

16. Ex-post settlements

- (1) The Car Sharer may submit a claim for compensation in the Platform CHECK-OUT process in the event of any claims relating to mileage overrun, fuel shortage, time overrun, or the aesthetic condition of the vehicle. Your claim for damages must be supported by photo evidence. Due to the nature of the compensation, you can do this within 48 hours of the date of returning the car, however, this option is not available later. Customer Service will process the claim received and will contact the User, who will have 24 hours from the date of notification to send in his/her own photographs, thus relieving himself/herself of liability.
- (2) The Car Sharer has 48 hours from the date of CHECK-OUT to report any damage to the vehicle. The damage must be reported to Customer Service at the following email address: help@rentben.com. The application must be supported by photo evidence. The User will be notified of the claim for damages and will have 24 hours to respond. The Service Provider shall carry out the investigation provided for in paragraph (3).
- (3) The Service Provider undertakes to initiate an investigation in the case of claims for damages within 48 hours of receipt of the claim. An investigation is justified in the event of complaints relating to fuel shortages, damage, cleaning and traffic violations. If all the evidence necessary to make a decision is available, it will complete the investigation within 48 hours and make the decision based on the evidence received. The Parties will be notified of the outcome of the decision on the Platform and by email. The Users may not contest the result of the decision and shall be obliged to accept it.
- (4) Damage will be compensated depending on the outcome of the decision in such a way that the Car Sharer will be obliged to certify the repair costs with an invoice. The Service Provider will charge the amount to the User's ban card and will pay the amount of the compensation to the Car Sharer. The final deadline for providing the invoice is 30 days from the CHECK OUT. In the event of a damage incident involving a vehicle covered by comprehensive (CASCO) insurance, and if the amount of the damage does not exceed the deductible, the Service Provider shall initiate charging it against the User's bank card. In case of damage to the rented vehicle, the User is obligated to reimburse all costs of repairing the vehicle that are not covered by the insurance, or in the absence of insurance, to reimburse the full cost to the Car Sharer.
- (5) The Car Sharer shall be entitled to a mileage surcharge if it has limited the number of kilometres its vehicle can cover, and the User exceeds such limit. The resulting excess mileage will be recorded by the Platform during the CHECK OUT process, for which the User may be obliged to pay a surcharge of HUF 30/km.
- (6) The Car Sharer shall be entitled to a surcharge for shortage of fuel, when the User returns the vehicle with less fuel than the amount of fuel it was handed over with. The Car Sharer may be indemnified on the basis of a receipt for the fuel, provided that photo evidence clearly shows the smaller amount of fuel. The cheque must include the name of the Car Sharer, the volume of fuel purchased, the amount of fuel purchased and the date of refuelling. In addition to the compensation, the Car Sharer is also entitled to a surcharge of HUF 1500. The Service Provider shall act in accordance with paragraph (3) of point 15. If the complaint is proven to be justified, the amount of the compensation and the surcharge shall be deducted from the User's bank card.
- (7) The Car Sharer shall be entitled to a surcharge for delay if the vehicle is returned by the User more than 30 minutes from the time when the vehicle was due to be returned. If the Car Sharer claims a surcharge for the late return, it must report it on the Platform during the CHECK OUT process.

The Service Provider will start processing the complaint within 48 hours, and will contact the Users if it deems it necessary.

- (8) The Car Sharer is entitled to a cleaning surcharge if the photo evidence clearly shows that the User returned the vehicle in a condition dirtier than when it was handed over.
- (9) For use outside the service area, the Car Sharer is entitled to an additional fee if the use outside the area can be substantiated by authentic data recorded by a GPS tracker. If the Car Sharer claims the additional fee, it must be reported on the Platform under the Other category during the CHECK OUT process.. Furthermore, the Car Sharer automatically becomes entitled to the additional fee if a fine for any traffic violation during the rental period is received from a country outside the service area.
- (10) In addition to the surcharges and compensation, the Service Provider will charge a 10% administrative and transaction fee against your means of payment. If the card charge is unsuccessful and the User fails to meet the payment obligation by the deadline indicated in the payment request, the Service Provider imposes an additional 20% non-payment penalty on the amount of the claim.
- (11) The surcharge rates and conditions are available via the following [LINK](#) or on the car's profile page.
- (12) In the event of speeding, the fine may be transferred to the User on the basis of the rental agreement. The User is obliged to comply with the fine in place of the Car Sharer.
- (13) In case of a parking fine, the User gives his/her consent to debiting his/her credit card if the violation was committed during the rental period. The Car Sharer is obliged to provide all evidence (parking cheque, photo) to the Customer Service. The User is obliged to reimburse the amount of any parking fines incurred with the rented vehicle during the rental period to the Car Sharer.
- (14) The Car Sharer acknowledges that, in order to make an objective decision, the Service Provider can only make a decision if all the points of the evidence process are complied with by the Car Sharer. The evidence process is available at the following [LINK](#). During the evidence process, the User is entitled to submit counter-evidence, which the Service Provider shall take into account when making the decision.
- (15) The User is liable for the consequences of any traffic violations or criminal offences committed involving the vehicle. The User shall be liable to reimburse any costs arising from this, and to indemnify the Car Sharer in full against any claims by third parties.
- (16) The Car Sharer may report traffic fines and road toll charges received retroactively during the rental period through the Platform due to their nature, without any time limit. The User will receive notification of the compensation request and has 24 hours to respond. The User is obliged to reimburse the amount of any traffic fines and road toll charges incurred with the rented vehicle during the rental period to the Car Sharer.
- (17) The User acknowledges that, in the case of renting a car without security deposit, and He or She does not respond to requests from the Car Sharer or the Service Provider (by call, SMS or e-mail), then the Service Provider will charge the registered credit card to protect the Sharer as follows
 - 100,000 HUF for a rented car worth up to 10,000,000 HUF + 10% administrative fee
 - 200,000 HUF for a rented car worth up to 20,000,000 HUF + 10% administrative fee
 - 300,000 HUF for a rented car worth up to 30,000,000 HUF + 10% administrative fee
- (18) The User agrees that a response over 24 hours, or failure to respond, will constitute an acknowledgement to the Service Provider, who will charge the amount of the compensation against its bank card.
- (19) The Car Sharer acknowledges that in case the Service Provider determines that it is not entitled in respect of the claim submitted, it may be liable to pay a surcharge of HUF 50,000.
- (20) If the Car Sharer is obliged to pay an additional fee, the Service Provider reserves the right to deduct the amount of the outstanding claim from the Car Sharer's income.
- (21) Any editing, modification or manipulation of the EXIF data of any image used as evidence will result in automatic rejection.
- (22) Users acknowledge that in case of debt, their profile will be suspended until the claim is settled.

17. Termination of the agreement (registration)

- (1) The registration is concluded for an indefinite period. The User is entitled to cancel his/her registration at any time.
- (2) If the User has a debt to the Service Provider or the Car Sharer, the User may not terminate the agreement until such debt has been settled.
- (3) The Service Provider is entitled to terminate the agreement with immediate effect, in particular if the User
 - a) makes false statements or conceals facts during registration or during the contractual relationship, in respect of which the Service Provider cannot reasonably be expected to maintain the agreement;
 - b) continues his/her breach of contract despite a written notice, or fails to remedy any damage resulting from such breach without delay;
 - c) drives the vehicle under the influence of alcohol, drugs or other mind-altering substances, or is prosecuted for, or suspected of such conduct;
 - d) has given his/her User login details (ID, password) to another person;
 - e) fails to pay any fees, damages, fines, etc. when due.
- (4) The Service Provider is entitled to terminate the contract immediately for Car Sharers who list their cars on other social carsharing platforms that can be considered direct competitors to the Service Provider.

18. Settlement of the fee for the sharing, and assignment of claims

- (1) The fee for sharing and all other amounts due to the Car Sharer shall be paid by bank transfer to the bank account specified by the User. Payment will be made on the Monday following the end of the car sharing. The amount to be paid shall be the amount decreased by the Service Provider's service fee.
- (2) The Service Provider initiates the payment every Monday by 12:00 at the latest, however, the transfer is executed according to agreements and regulations between the banks involved in occasional and group transfers (the Service Provider's bank and the User's bank).
- (3) The Service Fee is 15% of the Total Fee.
- (4) Payment shall be made based on the data (full name, bank account number) provided by the Car Sharer. The Service Provider shall not be liable if the payment cannot be made due to incorrect data provided by the Car Sharer. Following an unsuccessful payment, the Service Provider shall send an email to the Car Sharer requesting him/her to correct his/her data. Until such correction is made, the payment cannot be made.
- (5) The Car Sharer can expect the payment of the Rental Fee to be made after the CHECK OUT process on the Platform. Until such processes are not completed, the Service Provider will consider the rental as incomplete.
- (6) In the case of cash payment-based sharing, the Sharer is obligated to pay the service fee due to the Service Provider by the specified deadline. The service fee will be charged by the Service Provider through the SIMPLEPAY system on the bank card registered in the Sharer's profile every Monday and Friday at 12:00 PM. The settlements of the shares are made in weekly periods, with each period running from Monday 00:00 to Sunday 24:00, constituting one week. The fees for reservations completed by that time will be settled during the charges. The Sharer can check the amounts pending charge in their profile. In case of an unsuccessful charge, the Service Provider is entitled to impose a late payment penalty and charge the increased amount to the bank card registered in the Sharer's profile.
For the calculation of late payment interest, the deduction date of each Monday is considered the

cutoff date. If the deduction of the service fee for the previous week's period fails, the Sharer has the opportunity to settle their outstanding balance without late payment interest by restarting the payment, provided they do so by Wednesday 24:00 via their Profile. If the outstanding balance is not settled, a 10% late fee will be charged after Wednesday 24:00. On the next deduction date, i.e., Friday at 12:00, the system will attempt to deduct the current service fees again. However, no additional interest will be charged if the attempt fails at this point. The Sharer has the opportunity to settle the balance, including the 10% late fee, by restarting the payment until Monday 12:00, i.e., the cutoff date. If the payment is not made, the system will charge the Sharer's registered credit card an amount increased by a 30% late fee at the moment of deduction on Monday at 12:00. From this point on, the Sharer can only settle their outstanding balance with the Service Provider by paying the amount increased by the 30% late fee. In case of non-payment of the service fee, the Service Provider will suspend the Sharer's profile indefinitely, which can only be reactivated upon full payment of the outstanding balance, including the late fee. A profile can be unlocked a total of two times; after that, the suspension becomes permanent. The Sharer agrees that in the case of persistent payment issues, the Service Provider may send a Payment Order for the amount owed, including all legal costs associated with the process. Upon receiving the Payment Order, the Sharer is obligated to settle the outstanding debt with the Service Provider and pay all legal costs.

The Service Provider will issue an invoice in the Sharer's name for the deducted service fees, which the Sharer may account for as an expense.

- (7) Income from the sharing of the vehicle is taxable, and the Car Sharer shall be responsible for the legality of taxation. The Sharer is obliged to pay taxes on the income obtained from the Share in accordance with the current legislation. The Service Provider excludes its liability for the payment of taxes by the Users.
- (8) The Service Provider reserves the right to assign its claims arising from the agreement. In this case, the Service Provider is entitled to transfer the data required for the assignment of the claim to the assignee, who may not process or use the data for any other purpose. The User shall be notified of the assignment in writing. In this case, the User may only make payments to the assignee after receipt of the notification. Any additional costs arising during the enforcement of the claim shall be borne by the User.
- (9) The Car Sharer authorizes Rentben Kft to initiate non-litigious and litigious proceedings on their behalf and in their name in order to enforce any claims against the User, and to act on their behalf fully in these proceedings.

19. Insurance

- (1) The Sharer may decide to share their vehicle either with comprehensive (CASCO) insurance or without CASCO insurance. In the case of sharing with comprehensive (CASCO) insurance, the Service Provider may only assist in the event of an insured incident up to the amount of the deductible; the Service Provider assumes no further liability. If the deductible is not covered, or is only partially covered, by the deductible, the Service Provider will charge the uncovered portion to the User's payment method. In the case of vehicles not covered by comprehensive (CASCO) insurance, the Service Provider will charge the cost of repairs to the User's payment method based on the invoice provided by the Sharer. This is acknowledged by the Parties.
- (2) Users shall take photographs during the CHECK IN and CHECK OUT processes in accordance with the instructions. They must retain them for 15 days after the end of the travel.
- (3) If it is proven that the User caused the accident because he/she allegedly violated the rules of the rules of the Highway Code, the Insurer may waive full compensation. In such a case, any damage not reimbursed by the Insurer shall be borne by the User.

20. Technical Failure and Roadside assistance

- (1) The Car Sharer may only rent a vehicle that is in perfect technical condition. Any technical failure resulting from the proper use of the vehicle is the responsibility of the Car Sharer.
- (2) If two different renters complain about the technical condition of the Sharer's car, the Service Provider is entitled to suspend the car until the Sharer verifiably repairs the vehicle.
- (3) User shall be liable if the technical failure is due to his negligence (eg. refueling the car with the wrong fuel, puncture, etc.). In this case, the primary task of the User is to notify the Car Sharer of the problem and then, in accordance with the instructions of the Car Sharer, to repair the damage at his own expense.
- (4) In the event of a technical failure occurring during a multi-day rental, the User is entitled to a refund of the Total Fee paid for the days not started.
- (5) The Car Sharer can decide what assistance service to share his car with. Vehicles with an assistance service are provided for car rescue in the event of a technical breakdown, as well as for repairing minor problems. There are 2 types of assistance packages available on the Platform, which can be modified at any time.
- (6) In the absence of roadside assistance service, in the event of technical issues during the rental, the Car Sharer shall assist the User in resolving the problem. The User may not start repairing the car on his own without the permission of the Car Sharer. In this case, the full cost of the car rescue and repair shall be borne by the Car Sharer.
- (7) In the case of an owner's roadside assistance service, the Car Sharer has an active roadside assistance service contract, according to which, in the event of technical failures, the Assistance Service Provider undertakes to resolve the problem or to rescue the car.

21. Ratings

- (1) Users agree that they shall have to provide ratings of each other after the completion of the car sharing. During such evaluation, star rating (1-5) is mandatory, text rating is optional. Ratings will be posted on the Users' profiles and will be made public to other Users. When text ratings are recorded, the name and profile picture of the reviewer is made public for all users.
- (2) Those Car Sharers who receive the best ratings will earn Pro Host status. Cars from Pro Hosts will be at the top of the list, and they are also entitled to a car photoshoot for free. The condition of Pro host status is that the Car Sharer has an average rating of at least 4.5, accepts at least 80% of booking requests, and has no unreviewed booking requests.
- (3) During the evaluation, the Users are obliged to provide opinions that reflect reality. Obscene or untrue reviews may result in the suspension of the profile.
- (4) Users acknowledge that after two one-star ratings, the Profile may be suspended.
- (5) Users acknowledge that, in order to maintain the authenticity of the Platform, the Service Provider is unable to remove reviews. Exceptions to this rule include reviews that violate personal rights or contain false information.

22. Car Sharer Acceptance Rate and "Shadowban"

- (1) Every Car Sharer on the Platform has an acceptance rate, which is displayed on both the cars and the Car Sharer's profile in percentage form. The list of available cars shown on the Platform is ranked by considering the acceptance rates, meaning cars with a higher acceptance rate will appear higher on the list, while cars with a lower acceptance rate will be ranked lower. The acceptance rate can have a positive or negative impact on how the Car Sharer is perceived by Users and, consequently, on the number of booking requests.
- (2) The "Shadowban" refers to the restriction of visibility for the car(s) uploaded by the Car Sharer for a specified period. During this time, the car will not be visible to renters in the search results and cannot be booked. The system may restrict the availability of a specific car or even the entire Car Sharer's profile, meaning all shared cars could be affected. The system will send a notification to the Car

Sharer's registered email address informing them of the restriction and its duration.

The restriction is automatically activated by the system as follows for a specific car:

- a) The "Shadowban" will be activated if the Car Sharer rejects or leaves two consecutive booking requests for a particular car unanswered. If this is the first occurrence for that car, the system will deactivate the car for 7 days.
- b) If the Car Sharer rejects or leaves the last two booking requests unanswered for the second time, the car will be deactivated for 20 days.
- c) If the Car Sharer rejects or leaves the last two booking requests unanswered for the third time, the car will be deactivated for 40 days.

After the restriction period expires, the system will automatically reactivate the car, making it available again in the search results.

The restriction is automatically activated on the Car Sharer's profile as follows:

- a) If the Car Sharer rejects or leaves unanswered the last three booking requests for their car, or for any car in case of multiple cars being shared, the system will deactivate the Car Sharer's profile for the first time for 4 days, making no shared cars available to Users.
- b) If the Car Sharer rejects or leaves unanswered the last three booking requests for a second time, their profile will be deactivated for 10 days.
- c) If the Car Sharer rejects or leaves unanswered the last three booking requests for the third time, their profile will be deactivated for 20 days.
- d) If the Car Sharer rejects or leaves unanswered the last three booking requests for the fourth time, their profile will be deactivated for 40 days.

After the restriction period expires, the system will automatically reactivate the Car Sharer's profile and all shared cars.

The restriction cannot be lifted by the Service Provider without a valid reason. The Service Provider has the right to permanently exclude restricted cars and Car Sharers from using the Platform.

23. General provisions, clauses on jurisdiction

- (1) Registration and the individual lease agreement related to car sharing and use shall be governed by Hungarian law.
- (2) The Users stipulate the exclusive jurisdiction of the Central Buda District Court for the resolution of all legal disputes arising from or related to the framework agreement, the inspection agreement, and/or individual rental agreements.
- (4) The Service Provider reserves the right to unilaterally modify 60 days these General Terms and Conditions and the content of the Platform, about which the Users shall be notified via the Platform.
- (5) If any provision of these General Terms and Conditions is or becomes invalid or void, this shall not affect the validity of the remaining provisions.

24. Stipulation of a contractual penalty in favor of the Service Provider

(1) The Service Provider shall make the Platform available to the Sharer for the purpose of renting out their vehicle to Users. Should the Sharer enter into a verifiable rental agreement directly with a User, bypassing the Platform, in relation to one or more vehicles, the Sharer shall be liable to pay a contractual penalty to the Service Provider in an amount of up to HUF 5,000,000 (five million forints) within five (5) days of verification of the breach. The Service Provider reserves the right to determine a lower amount at its sole discretion.

(2) The Service Provider shall be entitled to conduct test bookings with registered Sharers using profiles of actual or fictitious Users on the Platform. If the Service Provider detects indications that the

Sharer intends to carry out the rental transaction outside the Platform with a registered actual or fictitious User, the Service Provider shall be entitled to enforce its claim for the contractual penalty.

(3) The Service Provider is entitled to suspend the Sharer's profile for an indefinite period if any activity suggesting a breach of contract is detected. The Sharer may request the termination of the suspension if they can credibly refute the suspicion of a breach of contract with appropriate evidence, or if the penalty imposed due to the breach has been paid by the Sharer. Each request will be individually assessed by the Service Provider, but the Service Provider shall not be obligated to approve it.