

## GENERAL TERMS AND CONDITIONS

OF PASSENGER TRANSPORT SERVICE done under the trademark of Elastic-Car by the contract partners of ELASTIC-CAR LLC.

### I. Scope of General Terms and Conditions

1.1 The following General Terms and Conditions (henceforward: GTC) are related to the passenger transport service by cars (henceforward: Service) provided by passenger transport enterprises (henceforward: Service Provider) that are contracting parties of ELASTIC-CAR LLC (Milán Strt 19., Budapest, 1161; Trade Registry Number: ;Phone Nr.: +36-20-422-0022; Website: [www.elasticcar.hu](http://www.elasticcar.hu), E-mail: [info@elasticcar.hu](mailto:info@elasticcar.hu); henceforward: Company) dispatcher service provider (a service that mediates and organizes passenger transportation).

1.2 The service user (henceforward: Passenger), by ordering and using the Service accepts the GTC, which – in order to be able to get familiar with beforehand – is published on the Service Provider's web page: [www.elasticcar.hu](http://www.elasticcar.hu)

1.3 The Company states that the GTC does not contain any uncommon conditions which would affect the Passengers negatively. Beside regulatory requirements – as common for passenger transportation services - it only contains conditions which the Passengers are accustomed to from previous years.

1.4 In case a natural or legal person - wanting to use the Service - enters into a written contract with the Company (henceforward: Separate Contract), the directions of the GTC are relevant only in the questions not detailed in the Separate Contract.

1.5 In case the Passenger uses a service not controlled by the current GTC, the regulations of the GTC are effective together with the regulations for that specific service.

1.6 The GTC is not going to be applied for other kind of activities (especially in the aspect of passenger transportation) done by the Company.

### II. The Service

2.1 The Passenger Transport Service uses cars to transport passenger(s) and their luggage in compliance with the GTC regulations to a specified destination.

2.2 The Service Provider can only start its operations within a specified area, but it is possible to transport a Passenger back from outside the area of operation. For transporting a Passenger from outside of this area to a destination within the area, a written preorder is required.

2.3 The Company - in case the Service is carried through by the Service Provider - is not responsible for the Service itself, but agrees on investigating any problems or complaints without delay concerning the Service fulfillment. In case of a valid complaint the Company will sanction the Service Provider and will help the service user to get an appropriate compensation.

2.4 The Service Provider is obliged to enter into a contract for the Service with the exceptions described in subsections (a)-(d)

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(a) The Service Provider - or the driver, representing the provider - can refuse the transportation of the Passenger if the service is ordered to a place which is 30 km far from the administrative boundary of the company's establishment's home town.

(b) The Service Provider - or the driver, representing the provider - can refuse the transportation of the Passenger IF

(i) the Passenger is intoxicated, delirious or acts scandalous

(ii) the Passenger endangers the traffic safety, compromises his/her own or the fellow traveller's well being or physical integrity, or endangers/damages the car's interior

(iii) the Passenger could contaminate the vehicle by his/her clothes, luggage or by any other way

(c) The Service Provider - or the driver, representing the provider - can refuse the transportation service if there is no attendant for a Passenger (i) who is incapacitated, (ii) unable to travel without escort, (iii) or is a less than 6 years old minor.

(d) The Service Provider can refuse the service if – as per the legislation – the GTC specifically allows it.

### III. Using the Service

#### 3.1 The Passenger

Can ask for the Service from the Company via Phone, E-Mail or On-line, then order it in a written form by paying the deposit (henceforward: Order); or it can also start from a specified date – at least 48 hours - (henceforward: Preorder).

#### 3.2 The Contract for the Service is made when

(a) the Preorder is accepted

(b) the Passenger boards the car with the purpose of travelling - considering that the driver does not refuse the Service based on point 2.4 above, or

(c) the Passenger makes a deal with the driver.

3.3 As per point 3.1 above, the Company - if the address of departure is within Budapest – usually guarantees a departure time that is 10 minutes earlier than the planned time, which can be more in extraordinary cases (e.g. strike, traffic obstacles or extreme weather).

In case of a force majeure (e.g. mass transportation strike, natural disaster or other emergency due to human activity) the Company or the Service Provider will not be able to fulfill the contract completely and takes no responsibility for these cases.

### IV. Service fulfillment

#### 4.1 Contacting the Passenger

Upon arriving at the address that was specified in the order, the Service Provider - based on the available information - will take every reasonable action to contact the Passenger (door bell, intercom, janitor, reception, phone). In case the Driver could not contact the Passenger, the Driver has the rights to complain.

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### 4.2 The rights of the Passenger; the obligations of the Driver towards the Passenger

#### 4.2.1 The Passenger has the rights to

- (a) travel in a car which is clean, safe, is in good condition and has all the necessary papers/permissions;
- (b) travel with a Driver who is polite and keeps all the traffic rules;
- (c) have a calm, peaceful travel, free of radio chatter, music from the radio, honking, mobile phone usage of the Driver;
- (d) travel in a non-smoking environment;
- (e) travel alone, without having to share the car with another passenger, unless it is a specific request;
- (f) travel with a Driver who possesses the proper qualifications for Passenger Transport Services;
- (g) ask for air conditioning or for heating during the travel;
- (h) pay with a credit/debit card without having to pay an extra fee;
- (i) use a working safety belt – which is recommended for all Passengers;
- (j) transport a guide dog.

4.2.2 The Driver of the car is - under all circumstances - obliged to have a polite, helpful manner towards the Passenger.

4.2.3 The Driver of the car is obliged to help the Passenger with getting in and out. In case the circumstances allow it, the Driver should wait for the Passenger next to the car, in order to help the Passenger with getting in and to place the luggage into the trunk if necessary. In case of Passengers with reduced mobility or movement limitations (e.g. the Passenger uses a crutch, has a wheelchair, is blind or old) the Driver is - under all circumstances - obliged to help with getting in and out, and to provide assistance for a comfortable travel (e.g. adjusting the seat).

4.2.4 The Driver of the car is obliged to consult with the Passenger about the destination before the beginning of the travel. During this consultation the Driver is obliged to draw the Passenger's attention to any known traffic hold-ups. In case the Passenger entrusts the Driver with route planning, the Driver is obliged to choose the shortest one; the Driver can only deviate from it if the Passenger gives his/her consent. The Driver can only depart after the consultation about the route is concluded. In case the Driver - due to language limitations, or for other reasons - is unable to coordinate with the Passenger about the route, the Driver is obliged to choose the shortest one. The Driver however is not obliged to travel on a route which can endanger the safety of the car.

4.2.5 The Driver of the car can not initiate intimate conversations with the Passenger, and the Driver can not force conversations either. In case the Passenger starts the conversation with the Driver, the Driver is obliged to communicate politely, in a way that suits the mood of the Passenger.

The Driver of the car can not start a conversation regarding politics, constitutional or personal rights (e.g. racial, religious, minority topics), and the Driver can choose not to respond to these kind of questions. In case of a conversation the Driver can not ask questions related to the personal matters of the Passenger

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(including income and financial status), nor can the Driver tell any information concerning the Passenger's privacy. The Driver is obliged to keep the rules of discretion.

The Driver of the car is not obliged to respond to questions related to his/her private matters – answering in case of these topics is the Driver's own decision. The Driver can not bother the Passenger with private matters, financial or other problems of his/her own. The Driver can not make any comments on the Passenger that have sexual connotations; the Driver can not offer sexual intercourse; the Driver can only make positive remarks, within the boundaries of courtesy.

4.2.6 The Driver of the car is obliged to keep any business or private secrets, regardless of the way the Driver hears it; directly (the Passengers tells it) or indirectly (the Passenger talks about it on the phone, or the Passengers talk about it among themselves).

4.2.7 The Driver of the car can only listen to the radio / tape-recorder / CD-player if the Passenger gives his/her consent. However watching / listening to television is not allowed in any circumstances for the Driver. The Driver has to turn off the radio / tape-recorded / CD-player if the Passengers asks it. In case of listening to the radio the Driver is obliged to change to a station that the Passenger requests.

4.2.8 The Driver of the car is obliged to adjust the temperature of the car to an optimal level; rolling down or up the window, adjusting the heating or the air conditioner is only allowed if the Passenger requests it, or gives his/her consent.

4.2.9 The Driver of the car can only use a mobile phone in case of important situations. Accepting a call in the presence of the Passenger is allowed, but the duration of the call must be as short as possible.

4.2.10 Smoking is not permitted in the car as per regulation.

### **4.3 Transporting luggage and live animals**

4.3.1 The Passenger is allowed to bring luggage of a size that fits into the trunk or to an empty seat. The Service Provider does not take responsibility for any luggage or valuables that the Passenger carries with him/herself in the car.

4.3.2 The Passenger can not transport the luggage if

- (a) it does not fit into the specified place due to its size or weight
- (b) it can damage the health, physical integrity, clothing or hand baggage of the Driver or the Passenger(s)
- (c) it can contaminate or damage the vehicle.

The Service Provider or the Driver can refuse the transportation of any luggage which would contaminate the vehicle, other Passengers' clothing and luggage, or would endanger travel safety.

4.3.3 For transporting live animals refer to point 4.3.2 above. However it is considered as a special request – see point 4.4 below.

4.3.4 In case the Driver of the car finds any valuables, it will be reported to the Company immediately. The Driver is obliged to retain the found valuables. In case the Passenger's identity or his/her contact information is known, the Company will immediately notify him/her about the valuables left in the car, and provide information where to retrieve them.

#### 4.4 Special requests

4.4.1 The Service Providers operating for the Company have to comply with every condition described in the legislation. However, taking the different capabilities of cars and Service Providers that are part of the service into account - based on the current GTC - the special requests of the Passengers regarding the passenger car transportation service can not be guaranteed unconditionally.

The followings are considered as special requests for example:

- transporting live animals,
- transporting wheelchairs,
- baby seat,
- transporting oversized luggage (e.g. ski equipment, bicycle).

4.4.2 For some of the special requests related to passenger transport services an extra charge has to be paid. Therefore it is recommended to place the order with special request at our Company so that a suitable Service Provider can be chosen, who can and is willing to carry out the order.

4.4.3 Requests that do not fall into the category of passenger transportation services (escorting, carrying hand-baggage, table signing at airports, administration tasks, procurement etc.) are not controlled by the GTC but with separate legislative agreements made with the Service Provider or the Company.

#### 4.5 Damage done to the car by the Passengers (contamination, vandalism)

4.5.1 In case of damaging the car, permanently contaminating the passenger area or other type of vandalism, the Service Provider can charge the Passenger with the repair costs of the damage and with any other claim-related expenses.

4.5.2 In case the Service Provider and the Passenger can not agree on the damage, the Service Provider is obliged to notify the Company so that a representative of the Company can go to the scene and make a report of the claim that will be signed by the Passenger as well. In case the Passenger refuses to sign the claim, the representative is obliged to indicate this fact in the report, and call the police if necessary.

#### V. Service price calculation

5.1 The price of the GTC-based passenger transport service is the fare.

(a) basic fee: the price that the Passenger is charged with upon the start of service-using;

(b) standard price proportionate to distance: the price that the Passenger is charged with based on the travelled distance (unit of measure: HUF/km);

(c) standard price proportionate to time: the price that the Passenger is charged with based on the duration of service-using (unit of measure: HUF/minute).

The fare to be paid is calculated from prices (a) to (c) above – taking the changeover speed into consideration. The changeover speed is the speed where the car records an increase of price proportionate to distance in case the speed is higher than this limit, or proportionate to time if the speed is lower than the limit. The standard price proportionate to time will be applied in case the changeover speed is less than 15 km/hour.

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### 5.2 The prices include the value added tax

In case the passenger transport service began within the administrative boundaries of Budapest but the destination is outside of it, the Service Provider can charge the Passenger with the above fare for the travel back to the administrative boundaries of Budapest.

### 5.3 Calculating the fare to be paid

(a) in case of a preorder or an order the fare calculation begins at a time in which the Passenger and the Company agreed upon beforehand, if the car is in the prearranged place in the prearranged time.

5.4 Since the service is completed by the Service Provider – who is in contract with the Company -, and it is done in the Service Provider's name and for its own good, the billing is also done by the Service Provider, and the Service Provider is entitled to it as well. The Company does not receive money from the Passenger for mediation.

5.5 The fare has to be paid when the service is completed. The Passenger is obliged pay the fare in cash or with a credit/debit card (no extra charges), in Hungarian Forints, Euro or Dollar. Other paying methods are available if a separate contract is made or in case point 1.5 of the GTC is effective.

## VI. Other directions

6.1 Fundamentally the following regulations apply to the legal relationship related to the GTC's directions:

(a) law for the Civil Code, 2013-V.,

(b) the 176/2015.(VII.7.) Government Decree regarding the paid passenger transportation on road by car,

(c) the 31/2013 (IV. 18.) Capital City Council Decree about passenger transportation service by car, the operating conditions of the mediator and organizer of the passenger transportation service, the process of establishing and using stations, and about the official prices for passenger transportation services.

6.2 The Passenger can address a complaint regarding the service in the following ways:

(a) ELASTIC-CAR Limited Liability Company

address: 1161.Budapest Milán street 19.

phone: Dispatcher center: every day 24/7:

+36 1 405-87-63; +36-30-422-0022

e-mail: [info@elasticcar.hu](mailto:info@elasticcar.hu)

Maintaining a high quality service is a top priority at the Company, therefore the Company operates an extensive quality assurance system. Moreover, based on the contracts made by the Service Providers, an Ethical Committee ensures that the GTC, the professional and the ethical rules are kept.

The Company welcomes any observations and recommendations that come through the above mentioned channels.

(b) BKK Ltd. Customer Services

1075 Budapest, Rumbach Sebestyén street 19-21.

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e-mail: [bkk@bkk.hu](mailto:bkk@bkk.hu)

phone: +36 1 3 255 255; +36 30 774 1000

(c) Hungarian Capital Budapest's Authority for Consumer Protection

Consumer Services Office

1052 Budapest, Városház street 7.

National Transport Authority

1066 Budapest, Teréz ave. 62.

e-mail: [office@nkh.gov.hu](mailto:office@nkh.gov.hu)

phone: +36 1 373 1400

6.3 In connection with the service, personal data will be handled. The regulations for data handling is included in the Company Data Handling Code ([www.elasticcar.hu](http://www.elasticcar.hu)) which is part of the current GTC. If you do not wish to accept the data handling regulations, do not give your personal data to the Company!

6.4 The current GTC is effective from the 1st of January, 2020.

6.5 The Company is entitled to unilaterally change the GTC with a condition that the original contract terms apply for the contracts which were already made.