

GTC

These General Terms & Conditions (hereinafter referred to as GTC) contain the rights and obligations of the owner and the renter in relation to the rental of vehicles rented out by the owner and this document forms an integral part of the written electronic rental agreement (bearing biometric authentication) created within the CollectSign system.

I. General Information

1. Owner

Name: AVALON Car(e) Services Korlátolt Felelősségű Társaság

Registered office and postal address: 1142 Budapest, Tengerszem utca 106.

Company Registration No.: Cg. 01-09-934363

Tax Registration No.: 10238811-2-42

Phone number of the customer service: + 36 1 266 7748

E-mail: rent@avalon-care.hu

2. Renter

Renter shall mean the person or persons signing the agreement in the capacity of renter. In case of multiple renters, all renters shall be jointly and severally liable for the performance of all obligations set forth herein.

3. Rental vehicle

A vehicle handed over by the owner to the renter for the purpose of fulfilling the rental relationship, the identification data of which is contained in the individual rental agreement. By signing the rental agreement, the renter acknowledges and certifies the mileage upon pick-up, after inspecting it, specified in the individual rental agreement.

4. Agreement, related legal statements, complaint-handling

The person acting on behalf of the owner verifies the identity of the renter with the help of his/her identification documents and records or amends the personal data of the renter upon the conclusion of the agreement. The system of CollectSign prepares all documents necessary for the conclusion of the agreement which may be inspected by the renter on an electronic device (tablet), used for this purpose, using touchscreen technology. During this step, the renter may read all terms, conditions, and information on the tablet regarding the conclusion of the agreement.

Upon agreeing to the content and terms and conditions of the agreement on the tablet, the renter affixes his/her biometric signature to the electronic agreement via the screen of the tablet, which is recorded in the CollectSign system.

After the rental agreement is successfully signed by the customer, the person acting on behalf of the owner shall check the agreement, then shall affix his/her biometric signature to the electronic agreement.

The rental agreement, signed by the parties in accordance with the above, is sent to the renter via e-mail as a PDF document to the e-mail provided by the renter.

The rental agreement shall be regarded as a written electronic agreement bearing a biometric signature that is digitalized on the basis of the renter's handwritten signature. The agreement is

concluded either in Hungarian or in English. The owner stores the agreement in its systems electronically.

Any and all statements affecting the rental agreement may only be made in writing. The renter shall acknowledge that the inclusion of any false information in the agreement shall entail the renter's full liability for damages.

Following the pick-up of the rental car, the renter shall directly contact the owner via the contact information specified in Section 1 in case of any questions, complaints.

The rental agreement shall be governed by the provisions of Act V of 2013 on the Civil Code of Hungary.

In case of any future disputes between the parties relating to the rental agreement, the parties submit to the jurisdiction of the courts of Hungary and the exclusive jurisdiction of the Central District Court of Buda. Matters not regulated by the rental agreement shall be governed by the provisions of the Civil Code of Hungary.

5. Conditions, discounts

The contractual terms agreed in the individual rental agreement shall apply for a rental period of up to 25-30 days, provided that the rental period is shorter than this. If the renter notifies the owner before the rental agreement expires that he/she wishes to extend the rental period, and this would cause the rental period to exceed the period specified in the rental agreement, the owner shall be entitled to unilaterally modify the terms of the rental (fees and other conditions), of which it shall notify the renter in writing (by email). If the renter does not wish to renew the rental agreement on the amended terms, he/she must return the rental car to the owner at the original date of expiry of the rental agreement, thereby terminating the rental agreement without amendment.

Any special discounts provided by the owner in the rental agreement (e.g., price reductions, free replacement vehicles, flexibility in deadlines, etc.) are valid and enforceable by the renter only if the renter acts in good faith and cooperates. If, in the opinion of the owner, the renter's conduct deviates from cooperation, is threatening, contains unfounded threats of litigation, defamation or harassing communication, the owner shall be entitled to withdraw the given discounts with immediate effect and to perform the agreement in accordance with the default conditions applicable to the given service.

II. Rules of using the rental vehicle, prohibited activities

1. The rental vehicle may only be driven by the renter and the person(s) specified in the agreement holding a valid driving license. In the event of a breach of this clause, the renter shall be liable for compensation for all damages caused by the breach of this agreement.

2. The renter shall use the rental vehicle and its components and accessories in compliance with their intended use and with utmost care and shall abide by all traffic and parking regulations in their entirety. In the event of a breach of this clause, the renter shall be liable for compensation for all damages caused by the breach of this agreement.

3. The renter may only have the right to travel across the borders of Hungary if the parties specifically agreed upon this in the individual rental agreement. It is prohibited to travel to the territories of Macedonia, Bosnia and Herzegovina, Bulgaria, Ukraine, the Republic of Belarus, Latvia, Lithuania, Estonia, Moldova, and Russia with the rental vehicle. If the renter breaches

this provision, he/she shall pay liquidated damages in the amount of HUF 100,000 to the owner, furthermore, he/she shall reimburse all costs to the owner that arise as a result of violating the agreement, and he/she shall compensate for all damages caused to the rental vehicle or suffered by the owner resulting from any reason.

4. The renter may only use the rental vehicle for transporting goods upon the written consent of the owner. In the event of a breach of this clause, the renter shall be liable for compensation for all damages caused by the breach of this agreement.

5. It is prohibited to tow other vehicles with the rental vehicle; to enter the vehicle to motor sport events or to use it for testing purposes. It is not allowed to illegally cross the borders with the rental vehicle. In the event of a breach of this clause, the renter shall be liable for compensation for all damages caused by the breach of this agreement.

6. The renter shall, in all cases, lock the rental vehicle, use all equipment installed in the vehicle for property protection purposes and check their proper operational status. In the event of a breach of this clause, the renter shall be liable for compensation for all damages caused by the breach of this agreement.

7. It is forbidden to leave the rental vehicle's ignition key, registration, rental agreement, as well as the navigation device in the rental vehicle. The renter shall safeguard the keys and registration, as well as other documents of the rental vehicle and shall protect them from damages and shall ensure that they are not lost under any circumstances. In the event of a breach of this clause, the renter shall be liable for compensation for all damages caused by the breach of this agreement.

8. Renter shall fill the tank of the rental vehicle with fuel that complies with the prescribed type and quality. In the event of a breach of this clause, the renter shall be liable for compensation for all damages caused by the breach of this agreement.

9. Renter shall continuously check the operational safety of the rental vehicle, in particular, the level of cooling water, the oil level of the engine and the gear, and to refill them if necessary. Renter shall make the rental vehicle available to the owner for maintenance for the period of such maintenance when the odometer reaches the mileage indicated on the label placed within the rental vehicle. In the event of a breach of this clause, the renter shall be liable for compensation for all damages caused by the breach of this agreement.

10. The owner may provide the renter with a replacement vehicle for the period of the obligatory maintenance works. The terms and conditions of the rental agreement shall apply as well without any changes if a replacement vehicle is provided.

11. If the owner has reasonable grounds to believe that the renter is using the rental car for illegal purposes, including but not limited to human trafficking, drug-related crimes, border violations or other activities giving rise to criminal proceedings, the owner shall be entitled to terminate the agreement with immediate effect, to take back the car by electronic means or with a spare key, and to inform the competent authorities.

III. Rental fees, security deposits, payment, and other financial terms

1. The rental fee is specified in the individual rental agreement concluded by and between the owner and the renter. The rental agreement also specifies any and all other charges and costs to be paid according to the parties' understanding.
2. The rental fee includes the usage of the rental vehicle without any limitation of kilometres or with the limitation of kilometres as determined by the rental agreement, third party liability motor insurance, taxes on corporate cars, registration fee, costs of financing and depreciation, the coverage for damages being deducted from own funds in case of breakage and theft, as well as, a 24-hour service of providing a replacement vehicle and assistance. The rental fee does not include the fee for coverage for damages, the fee of potential additional drivers, the costs of fuel, parking costs, road tolls in Hungary and abroad, the costs of potentially driving further than the mileage limit, and, the costs of delivery and transporting the car back and the fee of picking up and dropping off the vehicle outside business hours.
3. Renter receives the rental vehicle with a full tank and motor oil. During the term of the rental, all costs associated with the intended use of the rental vehicle (e.g. costs of fuel, road tolls and parking costs) shall be borne by the renter.
4. Upon concluding the agreement and picking up the rental vehicle, renter shall pay a security deposit which serves as a coverage for potential damages caused by the renter to the owner. When paying by credit card, the amount of the security deposit will be blocked on the renter's bank account based on the owner's request submitted to the renter's bank upon the renter's consent. If the agreement is not performed or not properly performed, the owner is entitled to satisfy his claim (including the late payment fee, liquidated damages, and compensation) from the sum of the security deposit. Upon a breach of agreement, the owner may immediately use the security deposit and may seek satisfaction from the amount thereof without judicial channels. Should the legal relationship be maintained by the parties following the satisfaction of claims, the renter shall make up or replace the amount of the security deposit within 24 hours after the receipt of the owner's notice. If the amount of the security deposit is not replaced or made up, the owner is entitled to terminate the agreement with immediate effect.
5. The security deposit is refunded at the end of the rental, unless the owner has suffered damages as a result of the renter's breach of contract, or unless the renter is obligated to pay liquidated damages, or unless the renter owes other amounts to the owner that arise out of the rental. The owner is not obliged to repay the amount of the security deposit as long as the parties do not settle accounts with each other in connection with the renter's potential liability for damages or other debts. The owner is not obliged to pay interest on the security deposit. The owner will notify the bank to release the security deposit, if it has not been used, upon the termination of the rental, after the rental vehicle is returned. In addition to initiating the release of the security deposit, the owner shall not bear any liability whatsoever for the blocked amount.
6. The renter shall pay the rental fee, security deposit and other costs on the basis of the invoice issued by the owner on the first day of the rental unless agreed otherwise. When paying by credit card, the amount of the rental fee and other costs (an amount equal to the sum indicated

in the pro forma invoice issued by the owner) will be blocked on the renter's bank account based on the owner's request submitted to the renter's bank upon the renter's consent.

7. If the renter delays with the payment of the invoice issued by the owner, the renter shall pay liquidated damages to the owner daily in an amount equal to 1%. In the event of a claim for damages by the owner, the renter shall pay the owner default interest at twice the base rate of the central bank.

IV. Term of the rental, returning the rental vehicle

1. The minimum term of the rental shall be 24 hours.

2. Renter shall return the rental vehicle to the owner at the time and date agreed upon in the individual rental agreement. In case of a delay with returning the vehicle that does not exceed 59 minutes, the owner does not charge additional charges, however, in case of a delay exceeding 59 minutes, an additional full day's rental fee is charged, which the renter is obliged to pay.

3. Renter shall return the rental vehicle (with all of its equipment, accessories and documents) to the owner at a time agreed upon in the individual rental agreement, with a full tank of fuel, in a clean and impeccable condition at the owner's registered office or at another location agreed in advance with the owner and approved by the owner in writing. Should the owner agree to a drop-off location that is located outside the city limits of Budapest, the owner is entitled to charge a kilometre fee as stipulated by the individual rental agreement as a return shipping fee.

4. Returning and picking up the rental vehicle is only allowed between 08:00 a.m. and 05:00 p.m., except for cases where the parties have agreed otherwise in the individual rental agreement. In this case, the renter agrees to pay the fees stipulated by the individual rental agreement for picking up or returning the rental vehicle between 05:00 p.m. and 08:00 a.m. (fee for providing services outside of working hours).

5. Renter shall request the owner's consent to the extension of rental term 24 hours prior to the expiration of the rental in writing. The term of rental may only be extended if the extension is confirmed by the owner in writing, via e-mail or telefax. Renter shall acknowledge that the owner is not obliged to extend the term of rental. In the absence of the written confirmation of the extension, the agreement shall terminate on the original date.

6. Using the rental vehicle after the expiration of the rental term without the owner's consent, or in case of immediate termination, the renter shall pay a usage fee at a rate double the rental fee to the owner from the date of the termination of the rental agreement until the date of actually returning the vehicle. If the renter fails to return the rental vehicle to the owner within 24 hours after the expiration of the rental term, the renter shall pay liquidated damages in the net amount of HUF 100000 in addition to the usage fee and he/she also shall reimburse all costs to the owner arising from the delay (e.g. searching for and shipping the car) and shall compensate for any and all damages caused to the rental vehicle.

7. If any road tolls or parking fee / surcharges / penalty / fine are charged to the owner in connection with the rental vehicle, the owner shall be entitled, upon notification thereof, to

terminate the rental agreement with immediate effect, and to locate the rental car at the renter's costs and have it transported to the owner's registered office at the renter's costs.

V. Renter's liability, coverage for damages

1. Obligatory third-party liability insurance

The rental vehicle has an obligatory third-party liability insurance. In case of accidents within the territory of Hungary, the renter or the person named in the agreement as driver shall always request onsite police action and shall provide the owner with the protocol thereof, as well as all resolutions made during the procedure, and the European accident report form filled in properly and completely and signed by the parties to the accident without undue delay. The accident report form must, in all cases, include the acceptance of liability of the party causing the accident. In case of accidents outside the territory of Hungary, the renter shall obtain the insurer's valid confirmation of coverage of the parties to the accident in addition to the above. In the event of a breach of this clause, the renter shall be liable for compensation for all damages caused by the breach of this agreement.

2. Renter's rights and obligations in case of an accident or damage, coverage for damages

In case of an accident or any damages to the rental vehicle (e.g. theft, vandalism), the renter or the person named in the agreement as driver shall inform the owner and the police thereof immediately or within 24 hours the latest, and shall also have the names, home addresses and phone numbers of witnesses of and persons involved in the accident and/or damage recorded in a protocol. The renter or the person named in the agreement as driver shall not hand over any statement of damage to third parties instead of the owner, or shall not make any statements of confirmation on behalf of the owner; the required rescue measures and repair actions will, in every case, be initiated by the owner. In the event of a breach of this clause, the renter shall be liable for compensation for all damages caused by the breach of this agreement.

If the rental vehicle is immobilised, the renter or the person named in the agreement as driver shall have the rental vehicle transported to the nearest safe storage facility as instructed by the owner and shall arrange for the safeguarding of the rental vehicle prior to that. In the event of a breach of this clause, the renter shall be liable for compensation for all damages caused by the breach of this agreement.

If the damage is not caused by the renter wilfully, the renter, in case of breakage, shall be liable for damages up to the amount of the deductible part as specified in the rental agreement with the exceptions set forth by the rental agreement. If it is economically worthwhile to repair the vehicle, repair costs are established based on the quotation of the repair service chosen by the owner which is prepared on the basis of an AUDATEX system calculation. If, on the basis of the quotation, the expected repair costs exceed 65% of the vehicle's market value at the time of the damage and it is not economically worthwhile to repair the vehicle (total loss), the amount of the damage to the vehicle shall be established pursuant to the vehicle's year of manufacture as a difference between the market value listed by EUROTAX at the time of damage and the wreckage value. Wreckage value is established on the basis of the highest one of the three takeover bids obtained by the owner in relation to the wreckage.

In case of damage caused intentionally, the renter shall cover the full extent of damages. Renter shall always compensate for damages to the wheels, tires, undercarriage, chassis, outer mirrors, antennas and the interior and luggage compartment of the rental vehicle that do not result from accidents. The renter shall assume fully liability for damages if the rental vehicle was driven

under the influence of alcohol, narcotics, drugs or other mind-altering substances, if the rental vehicle was driven by someone else other than the person named in the agreement as driver, in case of damages occurring due to the decrease in level or the leakage of coolants or engine oil or if the damage occurred due to sporting or testing activities or when towing another vehicle. The renter shall assume full liability for damages if he/she fails to return the registration or the keys to the rental vehicle, or if the keys to the rental vehicle have been duplicated.

If the rental vehicle is stolen or carjacked (jointly referred to as theft), the renter shall reimburse the market value of the vehicle at the time of the damage as listed by EUROTAX pursuant to the vehicle's year of manufacture unless otherwise agreed upon by the parties in the rental agreement. If the parties agreed otherwise in the rental agreement in relation to theft, the renter shall be liable for damages up to the amount of the deductible part as specified in the rental agreement with the exceptions set forth by the rental agreement. Renter shall acknowledge that the owner will have the keys to the vehicle inspected by an expert in case of theft.

In case of damages when the insurance company resorts to deductions while paying damages or does not pay damages at all, the renter shall be obliged to pay the unpaid amount to the owner.

If the renter breaches any provision of the rental agreement, the parties' agreement on the limitation of the renter's liability (deductible part/ partial redemption of the deductible part) shall be repealed and the renter shall be liable to compensate for the damage fully.

The renter shall pay all penalties, fines charged due to the violation of traffic rules, parking fees and road tolls, surcharges and the costs for expert opinions becoming required for any reason whatsoever to the owner together with the net administration fee in the amount of HUF 12,700 payable on every occasion.

3. GPS tracking and liability

The owner has equipped all rental cars with GPS tracking devices to monitor contractual use and ensure compliance with the rental conditions. By taking over the rental car, the renter acknowledges and agrees that the following events concerning the rental car will be monitored by the owner:

- Use on motorways: the renter must inform the owner at the time of taking over the rental car or at the latest before the start of the use on motorways that he/she intends to use the rental car on motorways. In this case, the owner shall be responsible for obtaining a valid motorway vignette. If the renter does not inform the owner in due time that he/she will use the rental car on the motorway, this constitutes a breach of agreement and the owner shall be entitled to charge the renter for the fees and surcharges incurred.
- Travel abroad: the renter must inform the owner in advance of his/her intention to use the vehicle abroad, and the owner will arrange the necessary additional insurance. Failure to do so is considered a breach of agreement, in which case the owner shall not be liable for any damages incurred and the renter shall fully be liable.
- Speeding, improper use: when traveling with a rental car, you must follow KRESZ rules (Hungarian Unified Regulations for Public Roads) and traffic regulations. The owner shall be entitled to determine misuse (e.g. repeated, serious speeding) based on GPS data. Speeding or improper use is considered a breach of agreement and in this case the owner shall be entitled to charge the renter a separate fee or terminate the agreement with immediate effect and take back the rental car.

In the event of a breach of agreement as provided for in this clause, the renter shall pay the owner liquidated damages in the amount of EUR 100 per breach of agreement, and, furthermore, shall reimburse the owner for all costs incurred as a result of the breach of agreement, as well as for any damage to the rental car for any reason whatsoever or any damage incurred by the owner.

The data recorded by the GPS system may only be used for the above contractual purposes and will be treated confidentially by the owner in accordance with the applicable data protection legislation.

4. Documentation and accounting of damages

The owner uses a digital platform provided by a third party service provider (hereinafter referred to as “Digital Damage Assessment System”) to track and document damage to rental cars, which records the condition of the rental car in the form of an electronic status sheet at the time of rental and return. The status sheet generated by the system includes the previous condition of the rental car and any damage that may have occurred since then.

The renter acknowledges that the data recorded by the Digital Damage Assessment System shall be the basis for the settlement of accounts between the parties. On the basis of the status sheet generated by the system, the owner shall be entitled to claim compensation from the renter for any damage caused to the rental car for which the renter is responsible. By taking over the rental car, the renter expressly accepts the use of this system and its status sheet as authentic documentation.

The owner reserves the right to replace the Digital Damage Assessment System at any time, which shall not affect the validity of the settlement rules set out in this clause.

5. The renter is obliged to give the contact details at the time of picking up the rental car, at least a telephone number and e-mail address, so that the owner can reach him/her at short notice. If the owner is unable to contact the renter using the contact details provided, the renter will be liable for all costs arising from the owner's failure to contact the renter directly at short notice.

VI. Malfunctions of the rental vehicle

1. In case of any malfunction of the rental vehicle, the renter shall promptly notify the owner thereof. Renter shall notify the owner about the malfunction of the milometer without undue delay. If the renter fails to notify the owner or the seal of the milometer is damaged or if the counting device is switched off or turned off in any way, the renter shall pay liquidated damages at a rate double the rental fee for the entire term of the rental.

2. Without the consent of the owner, no repairs or corrections may be made to the defective rental vehicle. If the rental vehicle is immobilised, the renter shall have the rental vehicle transported to the nearest safe storage facility as instructed by the owner and shall arrange for the safeguarding of the rental vehicle prior to that. In the event of a breach of this clause, the renter shall be liable for compensation for all damages caused by the breach of this agreement.

3. If the owner grants its consent to the renter to have the repairs carried out, the renter shall provide the owner with an invoice issued by a professional garage with the owner's name and address and all parts replaced; if the renter fails to do so, the owner will not reimburse the repair costs. Renter acknowledges that the owner only reimburses the costs of such repairs if they have

arisen as a result of defects occurring in the proper use of the vehicle provided that the renter has fully complied with any and all provisions of the rental agreement and only to the extent that the repair is required for the sake of traffic safety and safe operation. In case of a malfunction of the rental vehicle, the owner excludes its liability for any and all direct and consequential damages or costs that incurred due to the fact that the renter failed to meet a deadline or failed to perform an act or make a statement or delays with them.

4. The owner agrees to have a defective rental vehicle repaired in 24 hours that are within the territory of Hungary if such breakdown occurred during proper use; if that is not possible, a replacement car may be provided in an additional 24 hours.

5. The owner undertakes to reimburse the costs of having the defective rental vehicle, which is located outside of the territory of Hungary, transported to a professional garage that is the closest to the place of the breakdown and the owner may provide a replacement car for the period of repair.

VII. Privacy Policy

The renter or the person named in the agreement as driver hereby accepts the Privacy Policy of the owner regarding the processing of personal data. These GTC specifically include the terms and conditions of this Privacy Policy regarding data processing in connection with car bookings and the conclusion and performance of rental agreements, as well as other data processing in connection with these GTC.

1. Personal data provided upon the conclusion of an agreement

The purpose of data processing is the conclusion of a rental agreement, the identification of the customer in order to do so; the performance of an agreement; the issuance of an invoice and compliance with accounting obligations; enforcing potential claims arising out of breaches of contract.

Legal basis for data processing:

- Lit. b) Paragraph (1) Article 6 of the GDPR for the purposes of concluding the rental agreement (“data processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract”);
- Lit. b) Paragraph (1) Article 6 of the GDPR for the purposes of performing the agreement (“data processing is necessary for the performance of a contract to which the data subject is party”);
- Lit. c) Paragraph (1) Article 6 of the GDPR for the purposes of issuing an invoice and fulfilling accounting requirements (“data processing is necessary for compliance with a legal obligation to which the controller is subject”);
- Lit. f) Paragraph (1) Article 6 of the GDPR for the purposes of enforcing claims arising out of breaches of contract (“data processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party”).

Personal data processed by the controller are the data subject’s name, e-mail address, telephone number, home address, mother’s birth name, place and date of birth, debit card number, driving license number and term of validity thereof, Personal ID Card number or passport number.

In terms of data processing, the renter is regarded as the data subject or any other person named in the agreement as driver if the vehicle is driven by other persons as well.

Data retention period:

- 2 months following the termination of the agreement for the purposes of concluding and performing the rental agreement;
- 8 years for the purposes of issuing the invoice and complying with accounting obligations;
- 5 years after the termination of the agreement (statute of limitations) for the purpose of enforcing claims arising from breach of agreement.

2. Personal data provided upon booking a car via the website

The purpose of data processing is to provide personalised service to the data subjects, to book cars in the system of the controller via the website operated by the controller.

The legal basis for data processing for the purpose of concluding the rental agreement is Lit. b) Paragraph (1) Article 6 of the GDPR (“data processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract”).

Personal data processed by the controller are the name, e-mail address and telephone number of the data subject.

During data processing, data subject shall mean the person booking a vehicle.

Term of retention: the personal data provided are retained by the controller until the conclusion of the rental agreement.

3. Data processing when using GPS tracking system

The purpose of data processing is to monitor the proper use of rental cars, to verify compliance with contractual obligations (e.g., motorway use, travel abroad, speeding), and to pass on costs in the event of violations.

The legal basis for data processing is Lit. b) Paragraph (1) Article 6 of the GDPR (“data processing is necessary for the performance of a contract to which the data subject is party”); The legal basis for data processing is the legitimate interest of the controller in the control of the proper use of the rental car and the passing on of costs (Lit. f) Paragraph (1) Article 6 of the GDPR).

The personal data processed by the data controller are the identification data relating to the renter (e.g. name, rental identifier).

During data processing, data subject shall mean the person booking a vehicle.

Storage period: tracking data is stored for a maximum of 30 days, unless a legal dispute or violation arises, in which case the data controller will store the data until the dispute is resolved.

Data transfer, data processors: data transfer to authorities (e.g. police, tax authorities) takes place in cases prescribed by law or based on a decision; to insurance companies for the purpose of settling claims based on the legitimate interest of the data controller.

4. Data processing when using the Digital Damage Assessment System

The purpose of data processing is to document the condition of the rental car and any damage, to establish and settle the damage in accordance with the law, and to prevent and settle disputes.

The legal basis for data processing is Lit. b) Paragraph (1) Article 6 of the GDPR (“data processing is necessary for the performance of a contract to which the data subject is party”); The legal basis for data processing is the lawful determination and settlement of damages, as

well as the fulfilment of legal obligations or a legitim interest (Lit. c) and f) Paragraph (1) Article 6 of the GDPR).

The personal data processed by the data controller are the identification data relating to the renter (e.g. name, rental identifier).

During data processing, data subject shall mean the person booking a vehicle.

Retention period: the data controller shall retain the status sheets related to damages and the associated data for the period required by law or until the expiry of the limitation period for disputes.

Data transfer, data processors: the Digital Damage Assessment System is provided by an external service provider acting as a data processor on behalf of the data controller. The data controller shall ensure that the data processor acts only in accordance with its instructions and in compliance with the provisions of the GDPR.

VIII. Final provisions

The provisions of these GTC shall enter into effect on 15 July 2025 and shall apply to agreements concluded thereafter. Agreements may be concluded in Hungarian and in English. The owner reserves the right to amend these GTC; amendments will be published on the website. Matters not regulated by these GTC shall be governed by the laws of Hungary; disputes shall be subject to the jurisdiction of the courts of Hungary.

SUMMARY OF COVERED DAMAGES

AVALON Car(e) Services Korlátolt Felelősségű Társaság hereby clearly presents the options of coverage for damages that may be used upon renting a vehicle and their advantages and the types of damages which are covered or not covered by such options.

Types of coverage for damages	What kind of damages are covered?	What kind of damages are not covered?
Third party liability insurance (<i>in Hungarian: KGFB</i>)	A compulsory insurance stipulated by law that provides coverage for damages caused by the renter to third parties or to the properties of third parties. Third party liability insurance may only be valid if the user is cooperative at all times upon causing damage and following that and if the user provides all necessary information and documents required for the settlement of claims.	Theft or attempted theft of the rental vehicle. In case of damages caused by the renter, the damage (breakage) caused to the rental vehicle. Theft of personal properties from the rental vehicle. Injury or death of the driver. Misfuelling.
Coverage for breakage and theft	In case of breakage or theft resulting from the renter's own fault, it provides coverage for damages caused to the rental vehicle, except for the amount of excess. In case of breakage or theft, the amount of excess per damage is always stipulated by the rental agreement. In case of theft, the value of the vehicle is calculated on the basis of its gross acquisition price.	The amount of excess. It does not provide coverage for damages caused to the pneumatic tyres, rims, tyres, mirrors, other outer breakable parts and antennas, for breakdowns resulting from using the wrong type of fuel and for damages caused to the interior of the rental vehicle. If the renter fails to protect the vehicle against theft with all available tools, such as fails to lock the vehicle when not using it, leaves personal properties in the rental vehicle and fails to exercise due care when leaving the rental vehicle.
Collision Damage Waiver (CDW)	In addition to the provisions stipulated by the section on the abovementioned coverage, a certain part of excess is covered as well. In case of breakage or theft, the amount of non-refundable excess per damage is always stipulated by the rental agreement.	It does not provide coverage if the renter leaves the keys or documents to the rental vehicle in the vehicle, thus he/she fails to hand over such to the owner following a theft. Misfuelling.
Super Collision Damage Waiver (SCDW)	In addition to the provisions stipulated by the section on the abovementioned coverage, the entire amount of excess is covered as well, i.e. the financial liability of the renter may be reduced to zero in case of breakage by using SCDW. In case of theft, the excess is not refundable. In case of theft, the amount of non-refundable excess per damage is always stipulated by the rental agreement.	
Protection in case of glass breakage and pothole damage	It provides coverage for damages resulting from normal use caused to the pneumatic tyres, rims and undercarriage, without deductible.	It does not provide coverage for damages caused to the mirrors, other outer breakable parts and antennas, for breakdowns resulting from using the wrong type of fuel and for damages caused to the interior of the rental vehicle.