

General terms and conditions

for TAXI SERVICES provided by the contractual partners of Fótaxi Zrt.
under the trademark of Fótaxi

1. SCOPE OF THE GENERAL TERMS AND CONDITIONS

1.1 The present General Terms and Conditions (hereinafter referred to as "GTC") apply to the taxi service (hereinafter referred to as "Service") provided by the contractual partners providing Service (hereinafter referred to as "Service Provider") organised by **Fótaxi Zrt.** (seat: 1087 Budapest, Kerepesi út 15., company registration number: 01-10-042322, telephone: (1) 222-2-222, fax: (1) 422-2103, website: www.fotaxi.hu/www.fotaxi.eu, e-mail: titkarsag.fotaxi@fotaxi, hereinafter referred to as "**Fótaxi**") as an independent dispatching service (service intermediating and organizing taxi service).

1.2 By ordering and using the Service, the user of the Service (hereinafter referred to as the **passenger**) accepts the GTC, which - in order to make it available in advance - is published on Fótaxi 's website (www.fotaxi.hu, www.fotaxi.eu) on a continuous basis.

1.3 Fótaxi declares that the GTC does not contain any conditions that are unfavorable or unusual for the passengers, conditions beyond the legal requirements or the conditions that are customary for the Service and that the public has become accustomed to in recent years.

1.4 In the event that a natural person or a legal entity wishing to use the Service for itself or for another person concludes a separate written contract (hereinafter referred to as "separate contract") with Fótaxi, the provisions of the GTC shall apply only to matters not otherwise regulated in the separate contract.

1.5 In the event that the passenger uses options that are not regulated in this GTC (in particular the prepaid taxi card), the provisions of the GTC shall apply together with the rules applicable to the option regulated separately.

2. THE SERVICE

2.1 The Service is a passenger transport service, under which the Service Provider transports the passenger(s) and their luggage to the place of the passenger(s)' choice in accordance with the provisions of the GTC.

2.2 The Service Provider may start the Service only in the operating area (Budapest and Pest County) according to its license, and may also return the passenger transported by it from outside the operating area, and may pick up passengers outside the operating area only on the basis of a written reservation with a destination within the operating area.

2.3 Given that the Service is provided by the Service Provider, Fótaxi is not liable for the Service but undertakes to investigate the matter immediately in the event of problems or complaints regarding the provision of the Service, and to sanction the Service Provider in justified cases or to cooperate in order to ensure that the service user receives appropriate indemnification.

2.4 The Service Provider is obliged to conclude a contract for the Service with the exceptions set out in subparagraphs (a) to (d) below.

(a) The Service Provider or the driver of the taxi on his behalf is not obliged to carry the passenger if the Service is ordered for a distance of more than 30 km from the administrative boundary of the place of establishment.

(b) The Service Provider or the driver of the taxi on his behalf may refuse to carry passengers or may exclude a passenger from carriage if the passenger

- (i) is drunk or intoxicated or behaves in a disorderly manner,
 - (ii) by his or her conduct damages or endangers the safety of traffic, his or her own health or the health of his or her passengers, or the integrity of the taxi or its equipment or
 - (iii) might contaminate the vehicle by his or her clothing, luggage or in any other way.
- (c) The Service Provider or the driver of the taxi on his behalf may refuse to transport of self-helpless and unaccompanied persons who are incapable of travelling unaccompanied as well as minors under the age of six being unaccompanied.
- (d) The Service Provider may refuse to provide the Service if this is expressly permitted by the GTC on the basis of the law.

3. USE OF THE SERVICE

3.1 The passenger may use the Service

- (a) by placing an advance order with Főtaxi or Service Provider by telephone, mobile application, fax, e-mail or online (hereinafter referred to as "order"), which may be an immediate order or an order for Service starting at a time predetermined by the passenger (hereinafter referred to as "advance order"),
- (b) by boarding to a taxi waiting at a taxi rank for the purpose of travel,
- (c) by stopping a taxi with a free signal or boarding a taxi waiting with a free signal or
- (d) by oral agreement conducted with the driver of the taxi.

3.2 The contract for the Service is concluded

- (a) by acceptance of an advance order,
- (b) by boarding of a passenger in a taxi waiting at a taxi rank or in a free-signaling taxi with the intention of travelling, in case that the driver of the taxi does not refuse to carry the passenger on the basis of clause 2.4 above or
- (c) by the conclusion of an agreement between the passenger and the driver of the taxi.

3.3 In accordance with point 3.1 above

- a) in case of an order, Főtaxi - if the drop-off address is in Budapest - will normally deliver within 3-15 minutes a vehicle
 - b) in case of pre-orders, the Service is provided at the predetermined time
- with the provision that in exceptional cases (e.g. traffic and transport obstructions, extreme weather conditions) the service time may vary.

In the case of force majeure (e.g. public transport strike, natural disaster or emergency caused by human activity) Főtaxi or the Service Provider is unable to fulfil its contractual duties or only to a limited extent, therefore may not be held liable for such cases.

4. PERFORMANCE OF THE SERVICE

4.1 Contacting the passenger

In the case of an order, upon arrival at the ordering address the Service Provider will take all reasonable measures to contact the passenger on the basis of the information available (doorbell, intercom, reception). If the driver has not been able to contact the passenger, the driver shall have the right to make a complaint.

4.2 Passenger rights and the obligations of the taxi driver towards the passenger

4.2.1 The passenger is entitled

- (a) to travel in a clean, well maintained, fully licensed and safe taxi,
- (b) to travel with a gentle driver who obeys all traffic regulations,
- (c) to travel in a calm, quiet environment free from radio traffic, radio listening, horns, mobile phone use by the driver,
- (d) to travel free from tobacco smoke,
- (e) to travel independently without sharing a taxi with other passengers unless the passenger declares otherwise,
- (f) to travel with a driver who is qualified as a taxi driver and whose identification sheet is displayed on the dashboard in a conspicuous place,
- (g) in all cases, to pay and to receive a receipt for the fare generated by the certified taximeter (Chapter 5),
- (h) for air conditioning or heating, as required,
- (i) to pay by credit card with no additional fees charged by the driver,
- (j) for the use of a functioning seat belt, which is recommended for all passengers and
- (k) for the carriage of a guide dog.

4.2.2 The driver of the taxi shall be gentle and helpful to the passenger in all circumstances.

4.2.3 The driver of the taxi is obliged to assist the passenger in getting in and out of the vehicle. If circumstances allow, the driver of the taxi shall - if possible - wait for the passenger next to the vehicle to facilitate boarding by opening the door of the taxi and if necessary, place luggage in the luggage compartment. In the case of a passenger with reduced mobility or mobility difficulties (e.g. using crutches, wheelchair users, blind or partially sighted, elderly), the driver of the taxi shall provide the necessary assistance to get in and out of the vehicle, regardless of the circumstances, and to ensure a comfortable journey (e.g. seat adjustment).

4.2.4 The driver of the taxi is obliged to consult the route with the passenger before the service starts. During the consultation the taxi driver shall draw the passenger's attention to any traffic obstacles of which he/she is aware. If the passenger entrusts the taxi driver with planning the route, the taxi driver shall choose the shortest route, any deviation from this shall be subject to the passenger's agreement. The driver of the taxi may depart only after having agreed on the route with the passenger. If the taxi driver

is unable to agree on a route with the passenger because of language obstacles or other reasons, the driver shall choose the shortest route. However, the driver of the taxi shall not take a route which could endanger the integrity of the vehicle.

4.2.5 The driver of the taxi must not initiate or force a confidential conversation with the passenger. If the passenger initiates a conversation with the driver of the taxi, the driver of the taxi shall carry on the conversation in a polite tone appropriate to the passenger's current mood.

The driver of the taxi is not allowed to initiate a discussion in line with political content, constitutional or personality rights (e.g. racial, religious, minority issues) and is not obliged to answer questions according to this issues. During any conversation the taxi driver shall not ask questions about the passenger's private affairs (including income and property) or private life, furthermore shall not disclose any information which concerns or may concern the passenger's private life or private affairs. The driver of the taxi shall keep the rules of discretion.

The driver of the taxi is not obliged to answer questions about his/her private life and private affairs and any communication in this regard depends on his/her decision. The driver of the taxi shall not burden the passenger with his/her private life, income or other problems. The taxi driver shall not make sexual/erotic remarks about the passenger, shall not offer to have sexual relations with the passenger, and shall only make positive comments about the passenger's appearance within the limits of politeness.

4.2.6 The taxi driver shall keep business or private secrets that come to his/her knowledge regardless of whether they come to his/her knowledge through direct communication or indirectly (e.g. telephone conversation or conversation between passengers).

4.2.7 The driver of the taxi may listen to radio, tape recorder, CD only with the prior consent of the passenger and may not listen to or watch television regardless the prior consent of the passenger. If the passenger requests so the radio, tape recorder, CD shall be turned off. In the case of radio broadcasting if the technical conditions are given and the passenger requests so the driver of the taxi shall switch to the radio station requested by the passenger.

4.2.8 The driver is obliged as far as possible to regulate the interior temperature of the taxi properly; the windows may only be rolled up or down and the heating and air conditioning may only be adjusted with the passenger's request or consent.

4.2.9 The driver of the taxi may only use a mobile phone in particularly important situations. The call must be completed as soon as possible in all cases in the presence of the passenger.

4.2.10 Smoking in the vehicle is forbidden by the law.

4.3 Carriage of luggage and live animals

4.3.1 The passenger may carry a luggage of a size that can be stowed in the luggage compartment or on an empty seat. The service provider shall not be liable for the baggage and valuables carried by the passenger in the cabin.

4.3.2 No article may be carried as baggage which

- (a) can not be stowed in the designated place in the vehicle because of its size or weight,
- (b) might cause harm or damage to the health, physical integrity, clothing or baggage of the taxi driver, the passenger or other passengers or
- (c) might damage or contaminate the vehicle.

The Service Provider or the driver of the taxi may refuse to carry a baggage that could contaminate the taxi, other passengers' clothing or passengers' baggage, or interfere with safe transport.

4.3.3 For the carriage of live animals the provisions of clause 4.3.2 apply, except that the carriage of live animals is considered as special request according to clause 4.4 below.

4.3.4 If the driver of the taxi finds any valuables in the taxi he/she shall report this to Fótaxi without any delay, which will keep a record of the found valuables. It is the obligation of the taxi driver to keep the found valuables. In case that the identity and the contact details of the passenger are known, Fótaxi will immediately notify the passenger about that the valuable have been left in the vehicle and about the possibilities in line with the hand over of the valuable.

4.4 Special requests

4.4.1 The service providers operating under the organization of Fótaxi shall comply with all the conditions provided by the law, however, taking into account the different characteristics of the taxis participating in the service and the different service providers, it may not be possible to meet the special requests of passengers for the provision on the Service on the basis of present GTC.

Examples of special requests in this context include:

- transport of live animals,
- transport of wheelchair,
- child seat,
- transport of extra-large luggage (ski equipment, bicycle, etc.).

4.4.2 Special requests will be fulfilled for free of charge, but in such cases it is recommended to place the order by Fótaxi in order to select a service provider that is able to undertake and provide the Service.

4.4.3 Requests that do not fall within the scope of the Service (in particular escorting, hand-delivery of luggage, airport signage, administrative tasks, procurement, etc.) are not covered by the GTC, but may be covered by a separate agreement concluded with the Service Provider or Fótaxi within the legal framework.

4.5 Damages in the vehicle caused by the passenger (contamination, impairment)

4.5.1 In case of damage to the taxi, permanent contamination of the passenger compartment or other damage, the Service Provider is entitled to compensation from the passenger for the damage caused, all expenses and costs related to the enforcement of the claim are borne by the passenger.

4.5.2 If the Service Provider and the passenger cannot agree on the damage, the service provider is obliged to inform Főtaxi in order to have a representative of Főtaxi arrive at the scene and take a report of the damage, which is also signed by the passenger. If the passenger refuses to sign the report, the fact and the reason for this must be stated in the report by the representative of Főtaxi and if necessary the police must be called to take action.

5. REMUNERATION OF THE SERVICE

5.1 The remuneration of the Service provided under the GTC is the taxi fare.

The taxi fare consists of the following elements of the taximeter:

- (a) basic fare: the fare that may be charged at the time the Service starts;
- (b) distance-related unit fare: the charged fare in line with the travelled distance with taximeter (unit of measurement: HUF/kilometer);
- (c) time-related unit fare: during the Service the fare charged in proportion to the time elapsed (unit of measurement: HUF/minute).

The fare to be paid is calculated by the taximeter – taking into account the speed limit – from the basic fare, the distance-related unit fare and the time-related unit fare. The speed limit is the speed above which the taxi meter at a higher speed records the increase in the distance-related unit fare and below this speed the increase in the time-related unit fare, the time-related unit fare is applied below the speed limit of 15 km/h.

5.2 The fare rates are as follows (the fare rates include VAT):

Basic fare (HUF)	Distance-related unit fare (HUF/km)	Time-related unit fare (HUF/minute)
700,-	300,-	75,-

In the case of Service started in the administrative territory of Budapest, but performed outside the administrative border, the Service Provider may apply the above taxi fare for the return journey to the administrative border of Budapest.

5.3 Formation of the taxi fare

- (a) begins with starting the taximeter when the passenger boards the taxi and ends with stopping the taximeter when the passenger arrives at the destination requested.
- (b) in the case of pre-order or order the calculation of the fare starts at the time agreed in advance between passenger and Főtaxi, if the taxi is at the pre-order or order address at the time agreed.

5.4 As the Service is provided by the Service Provider under contract with Főtaxi in its own name and for its own account, the fare is also due to the Service Provider, who is the issuer and the holder of the invoice (receipt). Főtaxi may not charge the passenger for the Service.

5.5 The taxi fare is due at the same time as the Service is provided. The taxi fare is payable by the passenger in cash or with no extra charge by credit card in Hungarian forint.

Other payment options may be used in case of a separate agreement or if using the option regulated in 1.5 of present GTC.

6. OTHER PROVISIONS

6.1 The following regulations shall be applied for the legal relationship governed by the provisions of GTC:

- (a) Act V of 2013 on the Civil Code,
- (b) Government Decree No. 176/2015 (VII. 7.),
- (c) Decree No. 31/2013. (IV. 18.) of Budapest City Council.

6.2 The passenger may make a complaint or report about the taxi service at the following places:

(a) Főtaxi Motor Traffic and Service Private Company Limited by Shares

seat: 1087 Budapest, Kerepesi út 15.

telephone: Dispatch center: seven days a week, 0-24 hours:

(1) 222 2 222, (20) 222 2 222, (30) 222 2 222; (70) 222 2 222

Customer service: in working days between 9 and 17 o'clock: (1) 422 2160

e-mail: reklamacio@fotaxi.hu

Főtaxi puts emphasis on the high quality of its services, thus Főtaxi operates an extensive quality assurance system, furthermore an ethics committee ensures compliance with the GTC and professional and ethical rules on the basis of contracts with Service Providers.

Főtaxi welcomes other comments or recommendations on the platforms mentioned above.

(b) BKK Zrt. Customer Service Centers

1075 Budapest, Rumbach Sebestyén utca 19-21.

e-mail: bkk@bkk.hu

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

(c) Budapest Főváros Kormányhivatala Fogyasztóvédelmi Felügyelőség

Fogyasztókapcsolati Iroda

1052 Budapest, Városház utca 7.

Nemzeti Közlekedési Hatóság

1066 Budapest, Teréz krt. 62.

e-mail: office@nkh.gov.hu

telephone: +36 1 373 1400

6.3 Personal data will also be processed in connection with the service. The rules for data processing are set out in the Privacy Policy of Fótaxi (www.fotaxi.hu/www.fotaxi.eu) which is part of these GTC. **If you do not accept the privacy policy, do not provide your data to Fótaxi!**

6.4 The present GTC shall enter into force on 1 May 2017.

6.5 Fótaxi is unilaterally entitled to change the GTC with the provision that the contractual conditions in force at the time of conclusion shall apply to contracts already concluded.