

**valid from 01 May 2024**

**Terms and Conditions  
of  
Zippy7 Autorent**

These terms and conditions (the “**Terms and Conditions**”) shall be applicable and shall supplement vehicle rental agreements or other related services (jointly the “**Contract**”) concluded by and between (1) **Zippy Autorent GmbH** (registered seat: Reichsstraße 4 (2) 2401 Fischamend, Austria; company registration number: FN 567267; bank account number: IBAN AT39 2011 1844 7929 3200, SWIFT/BIC: GIBAATWWXXX held at Erste Bank AG; e-mail: booking@zippy7.com; “**Zippy7**”) as lessor and (2) any customer, as lessee (the “**Customer**”, irrespective whether a natural or legal person).

**By signing the Contract, the Customer acknowledges that is has read, understood and accepted the Contract as well as these Terms and Conditions, and shall fully and unconditionally abide by its provisions. Furthermore, these Terms and Conditions are available for download on Zippy7’s website (<https://www.zippy7.com>).**

Content for ease of use:

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**A. General Provisions**

1. If not regulated otherwise in the Contract, these Terms and Conditions shall supplement the Contract and govern any issues not regulated therein. Furthermore, if not indicated contrary

in these Terms and Conditions, any words with capital letters shall have the meaning set out in the Contract.

2. The material conditions of the vehicle rental shall be stipulated in the Contract, which is concluded upon the signing by both Zippy7 and the Customer. After the signing, the Customer is obliged to pay the indicated Fee (as set out in Section D /Payment and Financial Conditions/) as well as the security deposit. The detailed Fee list is indicated in Schedule 1 /Fee List/.
3. Before the conclusion of the Contract, the Customer shall present and hand over to Zippy7 i) a valid passport/ID card and ii) driving license for inspection, which documents shall not have an expiration date of less than 90 days after the end of the lease term. In case the Customer fails to do so, or if Zippy7 may – in its own discretion – unilaterally determine any document as inconclusive or having questionable validity, then Zippy7 may unilaterally reject the signing of the Contract.
4. In case the Customer is a legal entity, then – in addition to the aforementioned documents – the Customer shall also present and hand over to Zippy7 an official, original and valid company extract and specimen signature or any similar documents providing the incorporation. Such original copies may be kept by Zippy7 or it may make non-official copies thereof due to legal reasons. Nevertheless, Zippy7 may - in its own discretion - unilaterally qualify any such document as inconclusive or having questionable validity. However, in such case the Customer may lease the vehicle as a natural person.
5. If Zippy7 – in its own discretion – decides that either the Customer or the driver designated by the Customer is not in the condition of driving (e.g. under alcohol or drug influence, or lacking basic driving skills), then Zippy7 may unilaterally reject the signing of the Contract or the handover of the vehicle.
6. During the rental term, the Customer may request an extension of the rental term or request additional services by contacting Zippy7 in a written form. In such case, Zippy7 intends to fulfill such Customer requests, but it maintains its right to reject them without reasoning.

## **B. Use of Rental Vehicle**

1. The rental vehicle may be driven only by those drivers, who are specified in the Contract. Nevertheless, a driver shall be over the age of 21 with the possession of a minimum 1 year-old driving license. The driving license shall be valid and effective for the use within Austria (e.g. issued by one of the EEA states). From persons having a non-EEA issued driving license, Zippy7 may request an international driving license. A driving license printed in non-Latin characters (e.g. Arabic, Chinese, Japanese, Cyrillic) is not accepted by Zippy7.

2. The Customer shall:

- use the rental vehicle with the duty of great care, and shall operate and maintain it in a way that upon return it shall be in the very same condition as it was upon the original handover;
- comply with and obey all local, Austrian and foreign legislation (if applicable), including, but not limited to traffic regulations;
- pay highway usage or tunnel tickets;
- pay any other fees or duties which are emerged to the use of the rental vehicle (e.g. fuel costs, parking charges, tolls, garage rents, fines);
- regularly check the rental vehicle's operation conditions (e.g. oil level, functionality of brakes or lights);
- keep and protect the rental vehicle's official documents and keys, and never leaving them unattended in the rental vehicle;
- use the rental vehicle only in those countries, which are specified in the Contract;
- pay any fees which are set out in Schedule 1 /Fee List/;
- check the coolant level and the motor oil level, as well as the motor and transmission oil (leaking, freezing) before each ignition;
- allow for Zippy7 to make the regular inspection recommended by the manufacturer (if applicable); and
- follow the procedures set out in these Terms and Conditions in case of accidents or technical malfunctions of the rental vehicle.

**3. The Customer acknowledges that it shall not:**

- use the rental vehicle under the influence of alcohol or drugs, or if having a medical condition hindering safe driving;
- use the vehicle for human trafficking or transport persons without a valid visa for the territory of Austria;
- hand over the rental vehicle for driving to persons other than the designated driver set out in the Contract;
- hand over the possession of the rental vehicle to other persons;
- use the vehicle for towing;
- use the vehicle for racing, drifting or similar purposes;
- use the vehicle for business purposes, including transport or persons (unless stipulated otherwise in the Contract);
- use the vehicle in an excessive or improper way (e.g. improper or excessive acceleration which may damage the engine; improper breaking practice)
- allow animals into the vehicle (irrespective of their sizes or whether they are transported with or without cages);
- use the vehicle for freight transport or transport of furniture;
- smoke in the vehicle (including vapes or electronic cigarettes);
- use the vehicle off-road or on unpaved road;
- use the vehicle for roads which are not open for the public;
- use the vehicle for purposes which are prohibited by law or by custom duties;
- sublet to third parties; and
- tank and use inadequate fuel (petrol or diesel, as indicated in the Contract and also on the chassis of the vehicle).

**In case the Customer breaches any of the above, it shall constitute a material breach and the Customer is fully liable for paying total compensation to Zippy7.**

**The Customer acknowledges that if Zippy7 suspect any illegal activity, then it may – without prior warning to the Customer – contact the police and/or border guard agency for stopping the vehicle and apprehending anyone in the vehicle. Furthermore, Zippy7 may file a complaint against the Customer and request the police to apprehend the Customer (police warrant for wanted).**

4. Border crossing is explicitly prohibited, unless stipulated otherwise in the Contract. In case of unauthorized border crossing, the Customer
  - acknowledges that Zippy7 will initiate police procedure as any such unauthorized border crossing is qualified as attempted theft; and
  - the Customer is obliged to pay a fee as it is set out in Schedule 1.In case of breach of this provision, it shall constitute a material breach.

**In case the Customer breaches any of the above, then Zippy7 is entitled to decide to immediately stop the vehicle using satellite engine blocking.**

**The Customer is notified that Zippy7 does not notify them before the initiation of a police procedure for theft, or before the stop of the vehicle using satellite engine blocking.**

5. The Customer expressly acknowledges that if a fine is imposed on the Customer and/or the vehicle or the Customer causes damage to the rental vehicle and the Customer fails to meet their payment obligation on time despite Zippy7's two consecutive payment requests, then Zippy7 is entitled to debit the Customer's card (irrespective whether debit or credit card) with the amount of the outstanding amount.
6. The Customer agrees that in case of technical questions, the vehicle manufacturer's, car insurance company's or the guarantor's (if applicable) damage matrix shall be valid and binding (e.g. determining whether the vehicle was used in compliance with these Terms and Conditions, such as unlawfully used offroad).

### **C. Handover and Return of Rental Vehicle**

1. After the conclusion of the Contract as well as the payment of the full Fee and the security deposit, Zippy7 hands over the rental vehicle as well as its documents and key(s). The Customer is obliged to examine the rental vehicle and record (with photos and/or videos taken at the time of the handover, and not later) any damages or missing parts not indicated within the Contract. After leaving Zippy7's premises, the Customer is liable for any damages or missing parts not indicated previously in a written form.

2. The Customer shall return the rental vehicle with the same amount of fuel as it was originally handed over (same-to-same fuel policy) . In lacking thereof, the Customer will be charged according to Schedule 1.
3. The Customer is obliged to return the rental vehicle until the date and time specified in the Contract. The rental vehicle shall be returned by the Customer in clean and proper condition. If it fails to return in due time or not clean or in proper conditions, then the Customer will be charged according to Schedule 1. The Customer acknowledges that Zippy7 does not maintain a 24/7 open office, thus during out of business hours the vehicle may only be returned with prior agreement with Zippy7 or using the drop-off box. However, in case of the drop-off box, the Customer acknowledges that Zippy may inspect the rental vehicle in the next working day without the presence of the Customer (as it is set out in section C.4).
4. Upon the return of the rental vehicle, Zippy7 will inspect:
  - the condition of the rental vehicle and its accessories thereof;
  - record any new injuries, damages or deficiencies; and
  - the presence or absence of the documents and keys belonging to the rental vehicle.The Customer is fully liable for any of the above.

In case the drop-off box is used by the Customer, Zippy may inspect the rental vehicle on the next working day without the presence of the Customer, and may record any damage accordingly.

If the rental vehicle is returned in dirty conditions or during special circumstances (e.g. at night, during adverse weather, in a garage, in premises without proper light) which may not allow a proper inspection, then Zippy7 reserves its right for further inspections and may – within the next 24 hours – reinspect the vehicle and record any defect with or without the Customer’s presence.

In case of damages which are not promptly detectable due to their nature (e.g. running gear or motor damage), Zippy7 maintains its right to determine and claim the Customer’s liability with the condition that the Customer shall be promptly, but not later than 7 calendar days, notified by Zippy7 after the discovery of the defect.

For the avoidance of doubt, the Customer is still fully liable even if they are not present during the inspection or if they reject to sign the return document.

#### **D. Payment and Financial Conditions**

1. **The Customer is obliged to pay i) the full rental fee of the vehicle, ii) any other payable costs and iii) any compensation for damages, if applicable** (jointly the “Fee”) as indicated in the Contract or in Schedule 1. It may also include the security deposit, if it is set out in the Contract.
2. The security deposit serves as collateral for any damages caused by the Customer, as well as covering any unpaid costs by the Customer. Upon the return of the rental vehicle, Zippy7 and

the Customer shall settle accounts. Notwithstanding, Zippy7 may unilaterally deduct from the security deposit any extra costs or damages attributable for the Customer, with the condition that the Customer shall be notified by Zippy7 via the e-mail address given by the Customer. For the avoidance of doubt, no interest is payable for the security deposit.

3. Zippy7 accepts payment credit cards, however it may – in its own discretion – reject debit cards or cash payment. In case of credit card payment, the security deposit shall be blocked on the Customer's account with the Customer's pre-authorization.
4. **Any Fee paid in advance is non-refundable, even in case the Customer returns the vehicle before the end of the term (early return) or if any service (e.g. GPS device, border crossing permit, snow chain, child seat) was not used by the Customer.**
5. Upon the vehicle's return and after its inspection by Zippy7 establishing no damages, the security deposit shall be returned (in case of debit card) or unblocked (in case of credit card), and Zippy7 undertakes to do so as soon as possible. The Customer is informed that any such return or unblocking may take more days as indicated in this clause due to the internal procedures of the Customer's bank. Zippy7 excludes its liability for any late return or late unblocking.
6. **The Customer declares that by signing the Contract, it unilaterally and irrevocably authorizes Zippy7 to unilaterally charge in the future the Customer's debit or credit card and their respective attached bank account with the amount of those claims, which were not fully settled by the Customer (neither by the Fee nor by the security deposit). The purpose of such transaction is to fully settle any damages or extra fees which were not paid by the Customer despite a written or e-mail request from Zippy7. Notwithstanding, Zippy7 fully reserves its right to initiate other legal or liquidation procedures against the Customer in case of any outstanding debt.**
7. If Zippy7 discovers any damages upon the return of the vehicle, then Zippy7 shall qualify and quantify the extent of the damages and request compensation from the Customer. If the Customer purchased insurance from Zippy 7 (Zippy7 Insurance), then its conditions shall be taken into consideration. If the nature of the damages requires, then Zippy7 may use the assistance of experts. Nevertheless, the compensation for the damages shall be verified either by the damage matrix, relevant repair calculations, price quotations or the fee list in Schedule 1, as appropriate. For the avoidance of doubt, Zippy7 does only communicate directly with the Customer and Zippy7 is not obliged to communicate or give information to third parties (e.g. Customer's own insurance company; NGOs), and may ignore such correspondence without any liability.
8. In case the Customer fails to fully pay the Fee or fully compensate Zippy7 for any damages, then they are obliged to pay late payment interest according to the Austrian Civil Code (ABGB) as well as verified legal, judicial, recovery and other costs.

For information, the Customer is informed that the average legal fee for preparation, case review and attendance of court hearing fee (including only the attorney's hourly fee) in Austria is generally around EUR 200 + VAT per hour or more.

#### **E. Helpdesk, Assistance Service**

1. Zippy7 maintains an assistance service for the territory of Austria, which may be requested by the Customer by signing the Contract and paying its fees as indicated in Schedule 1. Nevertheless, even if not requested in the Contract, the Customer is also able to use Zippy7's assistance service by paying the indicated fee set out in Schedule 1.
2. The assistance service may be contacted by the Customer by dialing the telephone number indicated in Section M (Contacts). During business hours, Zippy7 undertakes to provide assistance within the maximum time of 12 hours after contacting Zippy7. If contacted outside of business hours, the maximum time of 12 hours shall be calculated from 8 AM on the following business day.
3. Zippy7 provides i) the standard assistant service and ii) the premium assistance service.

The standard assistance service provides assistance in the following case:

- **in case of technical defect:** Zippy7 organizes the transport of the damaged rental vehicle if it is not able to participate in traffic, and/or provides a replacement vehicle (depending on Zippy7's own discretion).

Notwithstanding, the Customer shall reimburse the costs of services and car parts ordered through such telephone number, certified with invoices or repair calculations.

**Nevertheless, the Customer shall not leave the rental vehicle and is obliged to fully cooperate and proactively communicate with Zippy7 and the assistance provider.**

4. The premium assistance service includes the service of the standard assistance service as well as the following services:
  - **in case of traffic accident:** Zippy7 organizes the transport of the damages rental vehicle if it is not able to participate in traffic, and/or provides a replacement vehicle (depending on Zippy7's own discretion);
  - **in case of an empty fuel tank:** Zippy7 delivers 5 liter fuel (95 octane petrol or diesel) for the rental vehicle to fill the tank for the nearest petrol station;
  - **in case the ignition key is lost or closed in the vehicle:** Zippy7 assists to deliver a replacement key;
  - **in case of a tire puncture:** Zippy7 provides assistance by delivering a spare tire to the site (if required) or transport the vehicle to a tire repair shop.

**Nevertheless, the Customer is obliged to fully cooperate and proactively communicate with Zippy7 and the assistance provider.**

Furthermore, Zippy7 bears the following costs (other costs shall be exclusively borne by the Customer):

- transport costs up to the gross amount of EUR 700;
- repair costs, if the Customer is not liable for the defect;
- 5 liter fuel (95 octane petrol or diesel).

5. If the assistance service is used by those Customers, who are not requested it upon the conclusion of the Contract, then such Customer is obliged to pay and/or reimburse any and all fees and costs for organizing and providing the assistance (including, but not limited to transport, services, spare parts).

#### **F. Insurance**

1. Zippy7 provides the vehicles with the compulsory motor third party liability insurance, which is required by law. However, such insurance does not cover the liability of the Customer.
2. Upon the conclusion of the Contract, the Customer may purchase an insurance from Zippy7 (the “**Zippy7 Insurance**”), which might cover the Customer’s liability, including breakage and theft. If the Zippy7 Insurance is signed and duly paid, then the Customer’s liability extends only for those damages, which are not covered by the Zippy7 Insurance. The Zippy7 Insurance may be requested only before the first handover of the vehicle by Zippy7. **The conditions of the various types of Zippy7 Insurances are set out in Schedule 2 /List of Zippy7 Insurances/.**
3. The Contract shall indicate the liability limits. In case of multiple damages, then the limits shall cover such damages separately.
4. The Zippy7 Insurance is void in case of any breach of contract, miscommunication, misleading data, as well as for those times when the vehicle was driven not by the designated driver.
5. For the avoidance of doubt, the Zippy7 Insurance covers various damages (glass damages /e.g. gravel impact damage, cracks, shattering/, rim damages and tire damages, or the damages occurring on the bottom plate chassis or in the parts underneath thereof) as they are specified by the conditions set out Schedule 2 /List of Zippy7/ Insurances.
6. In case of leaving the rental vehicle unattended even for any short period of time whatsoever, the Customer shall make sure that no valuables remain in the vehicle. The Zippy7 Insurance does not cover damages (neither in the Customer’s belonging nor in the vehicle) which occurred due to leaving valuables in the vehicle.



7. **The Zippy7 Insurance covers vehicle theft only if the Customer presents and hands over to Zippy7 i) the original key(s); ii) the vehicle documentation (registration certificate) and iii) the original police documentation on the theft.**

## **G. Liability**

1. The Customer acknowledges, declares and undertakes full liability for damages of the rental vehicle if it is attributable to the Customer either due to willfulness or negligence or not obeying any relevant law or decree. Nevertheless, the Customer is deemed fully liable if it breaches any of its obligations set out in section B (Use of Rental Vehicle). Any omission shall result in the full liability of the Customer.
2. **The Customer acknowledges that according to Austrian law, in case of material speeding the police may confiscate the vehicle and may auction it off. In such case, the Customer shall pay full and total compensation and shall fully reimburse Zippy7. The Customer shall obey the speed limits at all time.**
3. In case of damages attributable to the Customer, the Customer shall reimburse Zippy7 for all service, repair, transport, towing or other costs. However, Zippy7 shall certify such costs using, among others, the damage matrix, relevant repair calculations, price quotations invoices or the fee set out in Schedule 1.
4. In case of theft or total economic damage, the Customer is fully liable to reimburse Zippy7 for total compensation, which is determined by using the official EUROTAX evaluation. Alternatively, instead of the EUROTAX evaluation, Zippy7 may elect to charge the Customer for a flat fee penalty (as lump sum compensation) in the amount which is indicated in Schedule 1 /Fee List/.
5. The Customer is liable for paying any fines or charges imposed on the vehicle during the rent, as well as any related administration fees, or shall reimburse Zippy7 if Zippy7 undertakes to pay the fines or charges instead of the Customer. In such cases, the Customer shall also pay administration fee to Zippy7 as indicated in Schedule 1 /Fee List/.
6. **The Customer is obliged to use adequate fuel (95 octane petrol or diesel, as indicated). To refuel a gasoline-operated vehicle purely with bioethanol/ethanol, or a diesel vehicle purely with biodiesel fuel is strictly PROHIBITED!** The Lessee shall undertake full financial responsibility for any damages arising from the use of inadequate fuel. In case of non-compliance with the aforesaid, the Lessor shall be entitled to claim compensation from the Customer in the amount indicated in Schedule 1 /Fee List/.
7. The Customer is obliged to pay an immobilization fee, if it caused such damage to the rental vehicle, which prevents Zippy7 to rent to other customers (irrespective whether external, internal, structural or mechanical damage). Such immobilization fee shall serve as the compensation for damages as regards to Zippy7's loss of profit resulting from the unsuitability

of the vehicle for rent on account of the damage thereof. Such immobilization fee shall be a daily fee, to be determined by Zippy7 on the basis of the number of days according to the time required for the repair in case the vehicle is damaged. The rate of such immobilization fee is indicated in Schedule 1.

8. If the Customer is obliged to pay damages or compensations, then it shall do so within the maximum of 5 calendar days after the receipt of the notice from Zippy7.
9. For the avoidance of doubt, Zippy7 may request full compensation from the Customer even if Zippy7 decides in its own discretion that the damages vehicle is not repaired or sold to third parties.
10. Zippy7 limits its maximum liability towards the Customer to the total amount of the Contract paid by the Customer of the Contract. Furthermore, Zippy7 excludes its liability, including, but not limited to the following cases:
  - any actual or related or consequential damages due to delays in the handover of the vehicles;
  - any actual or related or consequential damages due to theft of the Customer's belonging;
  - any actual or related or consequential damages due to technical defects;
  - any actual or related or consequential damages due to delays in the assistance service;
  - any actual or related or consequential damages due to theft or unlawful activity of third persons;
  - any actual or related or consequential damages due to rejecting the Customer's requests in cases set out in Section A; and
  - any actual or related or consequential damages in health or in the in the Customer's belongings.
11. Zippy7 may freely engage the services of one or more affiliates, subsidiaries, agents or subcontractors in order to fulfil its obligations. Nevertheless, Zippy7 is liable for the performance of its subcontractors, and the above liability limitations shall be applicable.

## **H. Termination**

1. Neither Zippy7, nor the Customer is entitled to unilaterally terminate the Contract during the term with ordinary termination. Nevertheless, if either Zippy7 or the Customer materially breaches the Contract, then the injured party may unilaterally terminate the Contract with immediate effect.
2. If not indicated otherwise, the Customer materially breaches the Contract if it breaches any of its obligations set out in section B (Use of Rental Vehicle) of these Terms and Conditions.
3. In case of a material breach, the offending party shall be notified immediately (either via e-mail or telephone call or sms) and the vehicle shall be immediately returned to Zippy7. Upon

the return of the vehicle, the parties shall perform the return protocol as indicated in these Terms and Conditions and shall settle their claims against each other.

#### **I. Procedure in Case of Technical Malfunctions**

1. In case of technical malfunctions (including, but not limited to dashboard errors or tire defects or engine issues or odometer failure or error), the Customer shall immediately stop the vehicle (but obeying safety and the driving code), notify Zippy7 via e-mail and request further instructions.
2. If the dashboard notifies the Customer regarding timely service obligation or other material information, it shall obey it at all time and shall promptly notify Zippy7 via e-mail and request further instructions. In the Customer fails to do so, it shall pay compensation to Zippy7 according to Schedule 1.
3. **The Customer shall not leave the rental vehicle and is obliged to fully cooperate and proactively communicate with Zippy7 and with the breakdown truck.**
4. The Customer shall not drive or operate any vehicle with any technical malfunctions. If it fails to do so, then any costs or damages related due to such delay shall be borne by the Customer.
5. If the technical malfunctions are not attributable to the Customer, then their repair shall be borne by Zippy7. Only Zippy7 is entitled to request any repair works. Furthermore, the Customer shall allow for Zippy7 to perform any repair works and hand over the vehicle to Zippy7.
6. Solely with the prior written instruction by Zippy7 is the Customer entitled to request repair works of the rental vehicle, but only in authorized car service shops. Any other unauthorized repairs shall be borne by the Customer, and the Customer is also liable for any damages.

#### **J. Procedure in Case of Accidents or Damages**

1. In case of an accident or damage to the vehicle – irrespective if caused by the Customer or a third party – the Customer shall
  - a) immediately stop the vehicle (but obeying safety and the driving code);
  - b) request immediate police assistance;
  - c) request immediate medical assistance (if required due to the nature of the accident);
  - d) notify Zippy7 and request further instructions; and
  - e) fill out a European accident statement (blue-yellow) and have it signed by each of the parties in the accident.
2. **If the Customer fails to reach Zippy7, then it shall request police assistance even for the slightest accident. If it fails to do so, then any damages caused attributable for the accident shall be caused by the Customer.**
3. **The Customer shall not leave the rental vehicle and is obliged to fully cooperate and proactively communicate with Zippy7, with the breakdown truck and with the authorities.**

4. The police shall be asked to make record of the accident and to hand over the police record. The Customer is fully liable for failing to request a police report and subsequently hand over to Zippy7. Furthermore, the Customer is obliged to send a copy of the police report in e-mail as well as its own testimony after the accident or damages 24 hours at latest. The Customer is also obliged to actively participate in the insurance procedure.
5. The Customer shall not make any declarations or representations instead of Zippy7.

#### **K. Park & Fly Special Conditions**

1. Zippy7 provides the park and fly service (the "**Park & Fly**"), which includes
  - i) the storage of the Customer's vehicle,
  - ii) the transport of the Customer to/from the Vienna Airport (Schwechat), as well as all other services rendered to the customer.

If not regulated otherwise in this Section K, then the provisions of these Terms and Conditions shall be applicable for the Park & Fly.

2. For the Customer's Park & Fly service to be duly reserved, the Customer shall pay the advance price as indicated in Schedule 1.
3. The Customer shall fully pay the Park & Fly service until the parking of its vehicle, at latest. If not fully paid, Zippy7 may deny the entry into its premises.
4. Zippy7 maintains the right to repark the vehicle within Zippy7's premises to a new place if required. If requested by the Customer, then the Customer may store vehicle keys at Zippy7's premises, but Zippy7 does not undertake any liability regarding any valuables left in the Customer's vehicle.
5. The Customer may withdraw from the Park & Fly service at any time and request the reimbursement of the advance payment. In such case Zippy7 may withhold 50% of the already paid amount as compensation and transfer the remaining amount back to the Customer within 10 business days at latest. If the withdrawal is made less than 24 hours from the commencement of the Park & Fly, then Zippy7 may keep the full advance payment as compensation. Withdrawal shall be made in writing or via e-mail.
6. Zippy7 also maintain its right to withdraw from a previously accepted Park & Fly Contract with or without reasoning, including, but not limited to business reasons or reputational reasons. In such case Zippy7 is obliged to reimburse the Customer within the maximum of 10 business days with the already paid advance payment. Withdrawal shall be made in writing or via e-mail.
7. **If the Customer fails to take out his/her vehicle from Zippy7's premises in due time as agreed previously in the Park & Fly Contract, then Zippy7 may charge additional costs for the**

**Customer as it is set out in Schedule 1 /Fee List/. Furthermore, on or after the 8<sup>th</sup> day of the delay, Zippy7 has the unilateral right to transport and place the Customer's vehicle in a public place without guarding. Zippy7 excludes any liability for transporting and leaving the Customer's vehicle in public place (including, but not limited to theft, car collision, or any damage in the vehicle).**

8. Zippy7 limits its liability to damages arising from Zippy7's willfulness or gross negligence. Furthermore, in case of damages, the Customer shall first seek reimbursement from its own insurance company and may not request compensation from Zippy7 if the Customer's own insurance company provided compensation.
9. Furthermore, the Customer agrees to the following:
  - Zippy7 excludes its liability if the Customer misses their airplane or other connecting transportation method. The Customer is solely liable for arriving early to Zippy7's premises and is obliged to have ample time for arriving to the airport and to board the plane.
  - Zippy7 is not liable for any object which is left in the vehicle (e.g. cash, banknotes, documents, phones, laptops) or outside of the vehicle (e.g. sun protectors, car blankets) or damages occurred to the Customer's luggage during the transport to/from Vienna Airport (Schwechat);
  - Zippy7 is not liable to acts of God (e.g. fire, flood, earthquake, storm, hailstorm, war, unrest, strike, terrorism);
  - the Customer is fully responsible for informing Zippy7 of the vehicle's malfunctions (e.g. brakes, oil leakage), and shall indemnify Zippy7 for any damages attributable to the Customer or to its vehicle;
  - the parking of the vehicle is exclusively at the risk of the Customer. Zippy7 is not liable for theft or any action performed by third parties. The parking is not guarded!

#### **L. Privacy Policy**

1. The Customer explicitly agrees that Zippy7 may record and store the data included in the Customer's personal documents until the last day of the sixth month following the termination of the legal relationship, subject to the provisions of the data protection law and on the GDPR.
2. The detailed privacy policy is set out in Schedule 3 of these Terms and Conditions.
3. **The Customer is informed that the vehicles are tracked 24/7 by Zippy7 using GPS tracking system. The purpose of this tracking is the protection of the rental vehicle and also obtaining its exact location in case of accident, damages or technical malfunction.**

## M. Contacts

1. Zippy7 may be reached in the following ways:

Postal address: Reichsstraße 4 (2) 2401 Fischamend, Austria

E-mail address: booking@zippy7.com

Phone number for general cases (during business hours): +43 664 153 1881

Phone number in case of accidents, damages or technical malfunctions: +43 664 153 1881

Phone number for assistance service: +43 664 153 1883

2. **The Customer is obliged to use those e-mail address and telephone number, which was set out in the Contract. Furthermore, it also acknowledges that Zippy7 is not required to communicate with third persons instead of the Customer (with the exception of duly authorized attorney-at-laws or barristers), and Zippy7 may ignore such correspondence without any liability.**

## N. Miscellaneous

1. Any communication or amendment of the Contract is valid only in writing. The Customer and Zippy7 explicitly agrees that e-mail correspondence between the Customer and Zippy7 shall also be qualified as writing.
2. From time to time, Zippy7 may find it necessary to change or amend these Terms and Conditions. In such case it shall notify the Customer at least 15 days in advance of the date on which the changes are about to take effect. If the Customer does not accept the changes, then it may terminate it with the termination date being the the date of the amendment. In case of termination, the Customer shall proceed in accordance with these Terms and Conditions' provisions on the return of the rental vehicle.
3. The Contract and the Terms and Conditions shall be governed by the laws of Austria (with the exception of those laws which may transfer the applicable law or the jurisdiction outside of Austria). All disputes arising out of or relating to these Terms and Conditions shall be resolved by the ordinary court of Korneuburg (in German *Landesgericht Korneuburg*), except where the Austrian law refers to other Austrian courts.
4. These Terms and Conditions are subject to amendment, modification or deletion if required by, or found to be in conflict with, applicable law or regulation, without affecting the validity or enforceability of the remaining Terms and Conditions.
5. These Terms and Conditions and the Contract constitute the entire agreement between the Customer and Zippy7 respect to the subject matter of them and supersede and replace any and all prior agreements, correspondence, written communication between us, by concluding these Terms and Conditions, the latter expire. For the avoidance of doubt, e-mail

correspondence only amends either the Contract nor these Terms and Conditions if indicated specifically.

6. Zippy7's failure to exercise or enforce any right under these Terms and Conditions shall not be deemed to be a waiver of any such right or operate to bar the future exercise or enforcement of such right at any time.
7. The rights and remedies available to Zippy7 in these Terms and Conditions are complementary by nature and are in addition to any other right or remedy available to Zippy7 at law.
8. These Terms and Conditions are prepared in English language. In case of discrepancy with German or other translations and between these Terms and Conditions, the English version shall prevail.

Schedule 1 – Price List (VAT included)

<b>Border crossing fee – LEVEL 1:</b> Hungary, Slovakia, Slovenia	€36,00 /rental
<b>Border crossing fee – LEVEL 2:</b> LEVEL1 + Czech Republic, Germany, Liechtenstein, Poland, Switzerland	€60,00 /rental
<b>Border crossing fee – LEVEL 3:</b> LEVEL2 + Italy, Croatia, Romania	€90,00 /rental
<b>Standard Assistance Services</b> Access to our 24/7 assistance service to help you manage any emergencies that may arise while you are using the rental car.	€6,00 /day
<b>Premium Assistance Services</b> Standard assistance + covers repair costs, transport costs up to €700 and an extra 5 litres of fuel.	€12,00 /day
<b>Motorway vignette: AUSTRIA</b> Covers all motorways in Austria except specially marked toll road sections.	€12,00 /rental
<b>Motorway vignette: HUNGARY</b> Covers all motorways in Hungary.	€18,90 /rental
<b>Motorway vignette: SLOVAKIA</b> Covers all motorways in Slovakia.	€18,90 /rental
<b>Motorway vignette: CZECHIA</b> Covers all motorways in the Czech Republic.	€18,90 /rental
<b>Motorway vignette: SLOVENIA</b> Covers all motorways in Slovenia.	€19,80 /rental
<b>Additional driver</b>	€24,00 /rental
<b>Young driver fee(21-25 years old)</b>	€9,00 /day
<b>Senior driver fee (over 70 years old)</b>	€9,00 /day
<b>WiFi Hotspot</b>	€7,20 /day
<b>Booster seat</b> Recommended for children over 7 years of age.	€4,00 /day
<b>Child seat</b> Recommended for children between 1 and 7 years of age.	€7,00 /day
<b>Baby seat</b> Recommended for children between 0 and 12 months of age.	€7,00 /day
<b>Navigation-GPS</b>	€10,00 /day
<b>Snow chain</b> Recommended for use in Austria during the winter season (November to mid-April).	€8,00 /day
<b>Unlimited mileage fee</b>	€9,00 /day
<b>Out of hours fee</b>	€50,00 /occasion
<b>Delivery fee in territory of Vienna</b>	€30,00 /occasion
<b>Delivery fee territory out of Vienna</b>	€50,00 ,+ 1,2 €/km
<b>Delivery fee territory out of Austria</b>	€50,00 ,+ 1,5 €/km
<b>CHARGES AND COMPENSATIONS</b>	
<b>Theft or total economic loss compensation</b>	€2800,00
<b>Smoking in the car surcharge</b>	€255,00
<b>Unauthorized border crossing surcharge</b>	€40,00 urgency administration fee + the normal fee for the applicable border crossing
<b>Border crossing into an unauthorized country</b>	€300,00
<b>Fuel shortage charge</b>	€2,00/liter
<b>Assistant services without pre-purchased Standard or Premium package</b>	€100,00 /occasion
<b>Cleaning fee – the Rental Car returned in contaminated condition</b>	€120,00
<b>Surcharge for damaged upholstery and seat covers</b>	€360,00
<b>Administration fee – the parking fines, road tolls and other charges etc</b>	€25,00 first notice occasion
<b>Administration fee – the parking fines, road tolls and other charges etc</b>	€60,00 occasionally from the second notification
<b>Immobilisation fee</b>	€20,00 /day
<b>Administration fee</b>	€40,00/occasion
<b>Rental period extension fee</b>	€10,00/occasion
<b>Non-approved rental period extension fee</b>	300% of the daily rental fee /day
<b>Ignoring periodic maintenance</b>	result in the loss of entire security deposit



Schedule 2 – List of Zippy7 Insurances

<b>Basic cover insurance</b>	Includes collision damage waiver (CDW) and third party liability (TPL) insurance.
<b>Basic cover+ insurance</b>	Provides the Basic cover insurance and reduced deposit amount.
<b>Medium cover insurance</b>	Covers wheel and tire damage while also lowering the deposit amount.
<b>Medium cover+ insurance</b>	Provides Medium cover and additional deposit reduction.
<b>Premium cover insurance</b>	The lowest security deposit requirement and safeguards against financial liability for bodywork damage (including wheel and tire damage, glass damage /e.g. gravel impact damage, cracks, shattering/ and damage occurring on the bottom plate chassis or in the parts underneath thereof). Does not cover theft or total loss (write-off) of the rental vehicle.
<b>Premium cover+ insurance</b>	Premium cover + theft protection