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TERMS AND CONDITIONS OF THE CONTRACT

This Contract is a Distance Contract based on Article 6.228-8 of the CC of the Republic of Lithuania, concluded according to the organized distance purchase and sale or service provision system, without the Seller and the Buyer (the consumer) physically being together in one place and prior to the conclusion of the Contract and at the time of the conclusion of the Contract using only means of communication. Pursuant to the aforementioned legal norm, the Contract of sale and purchase of objects and/or services concluded using the means of communication is a Contract between the Seller and the Buyer for the sale of items and/or services concluded using only the means of communication (one or several), therefore, a contract of sale and purchase of objects and/or services between the Seller and the Buyer is a Distance Contract as it was concluded using the means of communication.

TERMS USED IN THE CONTRACT

Company – Draivalus UAB company code 304983106, Registered address - Neries krant. 16, Kaunas, LT-48402 Lithuania.

Buyer - a natural or legal person in whose name road user charges are paid in cash, by transfer or by payment cards in the National Traffic Data System.

Electronic Contract and Terms and Conditions - this Electronic Contract and its Terms and Conditions shall become a contract, when the Buyer electronically confirms during registration that they have read and familiarized themselves with the Terms and Conditions of the Electronic Contract. The Company shall have the right to unilaterally amend the Terms and Conditions of the Electronic Contract, informing the Buyer thereof not earlier than 15 calendar days before the amendments come into force. The Buyer has the right not to accept the changes, terminating payments for the Service, in which case the Buyer is assumed to have unilaterally waived the Contract.

Service - under the Terms and Conditions of this Contract, the Company grants the Buyer the right to use the Electronic Vignette Ordering System for the payment provided for in this Contract.

Electronic Vignette Toll Collection System - the Company has developed a system for the purchase of Electronic Vignettes by SMS messages (hereinafter referred to as the Electronic Vignette System), which allows the purchase of Electronic Vignettes for the vehicles registered by the Buyer in the Electronic Vignette System and the performance of other procurement-related maintenance functions by SMS messages.

Electronic Vignette - an electronic record in the National Traffic Data System confirming the fact of paying a road user charge. The electronic record contains information on when the Electronic Vignette was purchased, its validity period (in hours and minutes), as well as the category of the Vehicle for which the Electronic Vignette is issued and the national registration number. Road users purchase an Electronic Vignette according to the Vehicle category and class specified in the document certifying the registration of the motor vehicle, and when the Vehicle category and class are not specified - according to the maximum permissible Vehicle mass and/or seating capacity. Road users are responsible for the correctness of the information provided when purchasing an Electronic Vignette.

Service fee - a fee paid by the Buyer to the Company for each vignette ordered by the SMS message in the Electronic Vignette System. Service fee is deducted for each Electronic Vignette ordered, regardless of the validity period of the Electronic Vignette. The Company

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may apply a different Service fee to Buyers depending on the Company's internal rules and regulations approved by the Company.

SMS - a short message service provided by a mobile operator, which enables to initiate non-cash payments for Electronic Vignettes by sending an SMS message to the telephone number specified by the Company. SMS is not considered to be a payment.

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Vehicle - a motor vehicle registered as the Purchaser's Ownership by means of vehicle ownership documents.

Website – the website www.drivesms.lt, managed by the Company where it is possible to order a road user charge, i.e. a Vignette by an SMS message using the Electronic Vignette System.

1. SUBJECT OF THE CONTRACT

1.1. The Company grants the Buyer the right and the actual opportunity to use the Electronic Vignette ordering system for the payment provided for in this Contract.

2. USING THE ELECTRONIC VIGNETTE SYSTEM

2.1. The Company creates the Buyer access to the Electronic Vignette System, sends the Buyer a password to their e-mail address specified during the time of registration, which allows to log in to the Electronic Vignette System at www.drivesms.lt. The Company recommends that the Buyer changes their password when they first log in to the Electronic Vignette System. 2.2. The Buyer in the Electronic Vignette System generates the Vehicle data that the Buyer wishes to register in the system. Electronic Vignette System includes the following Vehicle data: registration number, model, category, total weight, number of axles, emission class. 2.3. The Buyer must also correctly indicate any other requested information in their user account. The Buyer is responsible for the correct information entry. Only after the Buyer has provided full and correct information, the Company can provide quality Services provided for in the Contract. The Company shall not be liable for the poor performance of the Service and any ensuing consequences if it is related to the erroneous information indicated by the Buyer in the Electronic Vignette System. 2.4. The option to order the Service also depends on the mobile network operator chosen by the Buyer. The Company shall not be liable for the poor performance of the Service and any consequences arising there from if it is related to network malfunctions of the mobile operator chosen by the Buyer. 2.5. The Buyer has become aware that the order of the Vignette was successful only in cases when the Buyer, by ordering an Electronic Vignette by an SMS message, received a reply by an SMS message confirming that the Electronic Vignette had been ordered successfully. If you continue to use the Service without confirmation of a successful service order, the Company is not responsible for the fact of non-payment of the road tax and any ensuing consequences.

3. PAYMENTS

3.1. The payment for the Electronic Vignette shall be determined in accordance with the rates established in regulatory acts in the territories of the Republics of Lithuania, Latvia and Estonia. 3.2. The Service fee for the purchase of 1 (one) Vignette is EUR 1.00 (one) + VAT (if applicable). 3.3. The Buyer makes all payments to the Company by bank transfer to the bank account specified by the Company. 3.4. The Company prepares an invoice for the Services provided by the Company to the Buyer in the last calendar month and sends it electronically to the e-mail specified by the Buyer and/or places it in the Buyer's electronic account. The Buyer must notify the Company no later than within 5 calendar days if, due to technical reasons or other circumstances, they are not able to receive an invoice, otherwise

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the invoice shall be deemed to have been submitted successfully to the Buyer. 3.5. Payments are considered to have been made successfully from the moment the Company has received the relevant amount to the bank account specified by the Company. The Company is not responsible for the poor performance of the Service and any ensuing consequences if it is related to malfunctions of banking institutions.

4. COMPANY RIGHTS AND OBLIGATIONS

4.1. The Company ensures the continuous and quality performance of the Electronic Vignette System. 4.2. The Company shall ensure that the monetary funds of the Buyer are transferred to the National Traffic Data System in a timely manner and in the manner prescribed by legal norms. 4.3. The Company shall not be liable for any malfunctions of the Electronic Vignette System if these are caused by SIM card violations, power supply failures, disruptions of mobile operators or other circumstances that have not occurred due to the fault of the Company. 4.4. The Company has the right to reorganize, change and improve the system of the order of the Electronic Vignettes and the Website. 4.5. The Company shall have the right to unilaterally suspend the provision of Services and/or terminate this Contract if the Buyer fails to comply with the terms or legal norms provided in this Contract. 4.6. All intellectual property rights related to the Company's Electronic Vignette System, the Website and its contents are owned by the Company.

5. BUYER OBLIGATIONS

5.1. The Buyer, starting to use the Electronic Vignette System, undertakes to enter all correct information in the Electronic Vignette System. 5.2. If the Terms and Conditions of the Contract or payments are executed on behalf of the Buyer's representative, the Buyer and his representative confirm that (i) they have the right and/or authorization to use the Electronic Vignette System; and (ii) they have obtained all the necessary approvals and permissions if necessary to the above-mentioned actions and all contractual Terms and Conditions; and (iii) the person acting on behalf of the Buyer on the Website has the right to represent and act on behalf of the Buyer. If someone behaves without the respective Buyer's permission and/or consent, they are personally liable for all obligations to the Company in accordance with the Terms and Conditions of this Contract. 5.3. The Buyer must ensure that the Electronic Vignette Order System will be used properly in accordance with the Terms and Conditions of this Contract; 5.4. The Buyer has the right to enter and change their data in the Electronic Vignette System. It is the Buyer's responsibility to provide correct data about their vehicles according to the Vignette purchase parameters. The Buyer assumes responsibility for incorrect data entry and possible consequences in accordance with the law. 5.5. The Buyer undertakes not to distribute or otherwise transfer the use of the Electronic Vignette System to Subcontractors for commercial purposes without the Company's knowledge. If this condition is violated, the Buyer undertakes to indemnify the Company for any losses incurred in connection with the breach of this clause, including loss of income.

6. CONDITIONS FOR PROCESSING PERSONAL DATA

6.1. The Company and the Buyer shall ensure the protection of personal data in accordance with the applicable legal acts of the Republic of Lithuania. These data are kept secret and used only for the purpose of performing the Contract. The aforementioned data may be disclosed to third persons only in the cases prescribed by the legal acts of the Republic of Lithuania. 6.2. All personal data of the Buyer and/or their representative, personal codes, information about the Vehicle and other data included in the Website shall be held in accordance with the legislation of the Republic of Lithuania. 6.3. By approving the Terms

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and Conditions of the Contract, the Buyer or his representative agrees that the Company will process their personal data (name, surname, place of residence (address), telephone number, e-mail address, national registration number of a vehicle) as required by the legislation of the Republic of Lithuania. 6.4. The Buyer or his representative, upon approval of the Contract, agrees: on the processing of personal data, which includes the collection, recording, storage, classification, grouping, merging, modification (addition or correction), submission, publication, use, logical processing of personal data and/or arithmetic operations, search, destruction, other actions or sets of actions, knows that they are entitled to be informed about the processing of their personal data; to access their personal data; to require to correct their personal data; to not agree to the processing of their personal data. 6.5. The Buyer has become aware that the Company may provide information and promotional material about the Company's Services, news, information about the Company's shares for marketing purposes, and to obtain an opinion on the quality of the Services provided by the Company by telephone and/or by email. 6.6. The Buyer has the right to add, correct or delete their data in the electronic account created for them.

7. DISPUTE RESOLUTION AND APPLICABLE LAW

7.1. Disputes or other disagreements between the Company and the Buyer shall be settled by negotiations between the authorized representatives of the Parties in accordance with this Contract, the laws of the Republic of Lithuania and the principles of honesty, reasonableness and justice. 7.2. If any dispute or other disagreement arising from this Contract has not been settled by the Parties within 30 (thirty) calendar days, it shall be settled in court at the Company's registered office. 7.3. This Contract shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

8. CONFIDENTIALITY

8.1. The Company and the Buyer undertake not to disclose any information provided to each other in the execution of this Contract and not to disclose all or part of this information to any third party without prior written consent of the other Party, unless such disclosure is necessary under the laws and regulations applicable to the Party. 8.2. The Party that has breached Article 5.5 of this Agreement shall be liable to compensate the other Party for any loss due to misuse of confidential information not related to the performance of this Agreement, including loss of earnings.

9. FINAL PROVISIONS

9.1. The Company shall transmit the data necessary for the provision of the Service (e.g., login data, device configuration, parameters, etc.) to the Buyer by e-mail or other means of communication. 9.2. The Buyer ensures the security of the data received from their unauthorized use or distribution to third parties. 9.3. The Buyer, having disclosed to third parties the data managed by the Company's information resources, shall be liable in accordance with the procedure established by the laws of the Republic of Lithuania and shall compensate for the losses incurred due to unlawful use of these data. 9.4. In implementing this Agreement, the Parties shall follow the Civil Code of the Republic of Lithuania, laws of the Republic of Lithuania, legal acts regulating the development, improvement and maintenance of information systems, and other legal acts. 9.5. The Parties shall not be entitled to transfer a claim to a third party under this Contract without the written consent of the other party. 9.6. The Parties confirm that this Contract is a Distance Contract based on Article 6.228-8 of the CC of the Republic of Lithuania, concluded according to the organized distance purchase and sale or Service provision system, without the Seller and the Buyer

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(consumer) physically being together in one place and prior the conclusion of the contract and at the time of the conclusion of the contract using only means of communication.