General terms and conditions BeerBike service

Please carefully review the following Terms and Conditions before purchasing our service.

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Eligibility for Participation: The BeerBike service is exclusively available to individuals aged 18 and above who possess a valid booking. Passengers must confirm their age by presenting a valid photo ID. If a passenger does not have a valid photo ID, fails to provide it for verification, or if their age cannot be determined from the ID, they will not be allowed to board the BeerBike, even with a valid ticket. In such cases, no refunds will be issued. Tickets cannot be transferred once the journey has commenced.

Commencement Location and Time: The exact starting location and time are specified in the confirmation email. A purchased ticket is valid for a single designated starting point and time. Passengers are required to arrive at the starting point at least 5 (five) minutes before the scheduled time. The BeerBike is not obligated to wait for passengers who arrive late. In such cases, no refunds will be provided. Announced starting locations and times may change due to traffic or other technical reasons, for which the service provider assumes no responsibility.

Route: The service provider reserves the right to deviate from the previously announced route due to unforeseen circumstances or circumstances beyond their control, such as changes in traffic flow or traffic congestion. The service provider is not responsible for such route alterations.

Service Description: During the service, the service provider offers BeerBike tour, with an average duration of 1 hour and 20 minutes, with some stops.. Passengers are permitted to enjoy an unlimited amount of beer provided on the BeerBike. Additionally, the service provider can, for an extra charge, offer other alcoholic beverages on the BeerBike. It should be noted that the availability of non-beer alcoholic beverages may be limited, and passengers must indicate their demand for them in advance of the journey. The supply of other alcoholic beverages is typically limited to prosecco or wine. The service provider retains the right to modify the type or appearance of the vehicle used for the service without prior notice. Background music will be played during the service. The passengers can choose their liked music during the tour from their smartphone. The BeerBike does not feature restroom facilities. Passengers should be mindful of potential restroom queues after stops.

Payment: Advance payment can be made by bank card or bank transfer, then the remaining amount in cash on the spot. Online bank card payments are made through Barion's system. The bank card data will not reach the merchant. Barion Payment Zrt.,

which provides the service, is an institution under the supervision of the Magyar Nemzeti Bank, license number: H-EN-I-1064/2013

Code of Conduct: Passengers are expected to consume alcoholic beverages responsibly. If a passenger disrupts fellow passengers or third parties with their conduct, engages in disruptive behavior, or jeopardizes property safety, traffic safety, the safety of themselves or fellow passengers, or fails to adhere to epidemic and hygiene measures, and continues to do so despite warnings from the BeerBike crew, the service provider reserves the right to remove the passenger from the BeerBike, with no refund of fare. In cases of severe or repeated disorderly conduct, the BeerBike crew may remove the passenger without prior warning. Passengers with infectious diseases or inadequate or soiled clothing or luggage may be prohibited from boarding. It is prohibited for passengers to disturb the BeerBike driver.

Marketing appearance: The passengers are the assf. by accepting it, they acknowledge that the pictures taken during the tour can be used for marketing and media appearances.

Safety Measures: Passengers are required to follow the instructions of security personnel. To prevent or mitigate disorderly conduct, security personnel are authorized to use reasonable force. Security cameras are in operation on the BeerBike. By boarding the BeerBike, passengers acknowledge that security cameras may record their actions, in accordance with the service provider's related regulations. Passengers provide explicit consent for the use of security cameras when using the service.

Refunds: In cases of inadequate or canceled services, passengers are eligible for a complete or partial (proportional) reimbursement of the fare. Claims for refunds may be lodged while presenting the ticket at customer service or via email at info@kingbike.eu. If a passenger is unable to utilize the service due to reasons within their control, fare reimbursements will not be issued.

Force majeure: In the event passengers cannot use the service due to unforeseeable and uncontrollable circumstances beyond their control (force majeure), they must promptly notify the service provider. In such cases, the fare already paid will be fully transferable for a period of one year. The passengers are obliged to compensate for damages resulting from any unreasonable delay in this notification.

Foregoing services: Should passengers choose to forgo the service at least 5 days (120 hours) prior to the scheduled start, the fares paid will be fully transferable for a period of one year. However, if the service is abandoned within 5 days of the scheduled time, fare refunds will not be issued, and start times cannot be altered.

Accidents and damaged baggage: Passengers are responsible for full compliance with traffic safety regulations. As the Beerbike moves, passengers are required to firmly grasp the handrails provided. The service provider bears no responsibility for accidents occurring due to the passenger's own actions or the actions of third parties. The service provider's liability for breach of contract is limited to the fare amount, except in cases of deliberate breach of contract or where damages result in loss of life or harm to physical integrity or health.

Consumption of alcohol, food, and beverages, smoking, and pets on board: Smoking and the use of narcotics are strictly prohibited on the Beerbike. Consumption of food or beverages on the Beerbike is restricted to those items provided as part of the service. The consumption of bottled soft drinks is permitted. Bringing any pets on board the Beerbike is prohibited.

Resolution of complaints: In the event of any issues, complaints, or requests, we encourage passengers to get in touch with our team at <u>info@kingbike.eu</u>. The contractual relationship between the parties is otherwise governed by Hungarian law, and jurisdiction lies exclusively with Hungarian courts.

Damages: Passengers are fully responsible for compensating any damages they cause while using the service. If a passenger causes harm to another passenger or a third part, they are directly liable to that part. In cases where the service provider compensates damages to the aggrieved part, they are entitled to seek compensation from the responsible part.

Both parties acknowledge that sanctions, including the following predetermined amounts, may be applied as compensation for the behaviors described*

Conduct Sanctions and the flat rate of the compensation* considerable contamination on board HUF 20,000 and the immediate removal of the responsible passenger the beerbike requiring urgent cleaning** (e.g. vomit, urine) indecent exposure Immediate removal of the responsible passenger aggressive, anti-community conduct Immediate removal of the esponsible passenger HUF 20.000 and the immediate removal serious disturbance in the order of traffic (e.g. disturbing the beerbike driver, of the responsible passenger throwing items from the bus) HUF 150,000 and the immediate damaging the beerbike removal of the responsible passenger

The General Terms and Conditions comply with the provisions of the law.

* The service provider reserves the right to charge the damaging party the actual and verified amount of the damages

over the flat rate of the compensation.

**Accidentally spilled drinks does not apply, although we ask passengers to notify the bus crew about these cases.