

General Terms and Conditions of Driva

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1. Subject and right to make amendments

- 1.1 These General Terms and Conditions (hereinafter referred to as "GTCs") regulate the business relationship between Driva GmbH & Co. (hereinafter referred to "Driva") and persons who wish to use the vehicle rental offering (hereinafter referred to as "Users") of Driva.
- 1.2 The GTCs shall apply to the blanket contract which is created when the User registers with Driva. Furthermore, the GTCs shall apply to the driving licence check and to the individual rental contract which is then concluded. The GTCs shall not create any entitlement to conclude individual rental contracts.
- 1.3 Driva shall be obligated, as and when necessary, to amend the GTCs for future business relationships should there be any changes to applicable laws, legal precedents, changes in financial situations or where developments to the business model require such amendments and they are reasonable for the User. The User shall be notified promptly in writing or by e-mail of any amendments to the GTCs. The amendments shall be deemed to have been approved and binding for any existing contract if the User does not object to them in writing or by e-mail to Driva within 1 (one) month after being notified of the amendments. The date on which the objection is sent shall be decisive. The User's attention shall be drawn to the form of the objection and the consequences of failing to react to notifications from Driva relating to amendments.

2. Users

Driva shall regard Users as private individuals.

3. Conclusion of the blanket contract and requirements for use

- 3.1 The conclusion of the blanket contract by the registration of the User is the first requirement for renting vehicles.
- 3.2 Driva shall only accept people as Users who are at least 21 years of age, have held a licence as required in terms of the applicable laws of South Africa to drive a motor vehicle (for example a Driving Licence of Code B) without interruption for at least 1 (one) year and who satisfy all the conditions and provisos contained therein.
- 3.3 The registration of the User must be completed online on the Driva website or using the Driva App. After entering the required details, the User must click on "Purchase and set up account" or a similar button to conclude the blanket contract and end the registration process. The User shall ensure that the residential or business address registered with Driva is a current registered address. Furthermore, the User undertakes to keep the other details, such as an e-mail address, mobile phone number, bank account details and restrictions relating to a Driving Licence, up to date. If Driva finds that this is not the case, Driva shall be entitled to disable the account.

This version of the current GTCs, which shall be available online and can be saved and printed at any time, shall apply to the blanket contract.

- 3.4 To prevent multiple registrations, the User may only create one registration in his own name. Any multiple registration shall be refused in the form of an error message or in writing either by e-mail or mail.

4. Driva account, electronic vehicle key and personal PIN

- 4.1 On conclusion of the blanket contract, the User shall be sent access data for his/her Driva account.
- 4.2 After the Driving Licence check has been conducted, as described in clause 5 below, the Driva customer account shall be enabled for using Driva services. The customer account shall be used in the form of an electronic vehicle key and used with the Driva App. Driva shall remain the owner of the electronic vehicle key.
- 4.3 The password entered by the User during the registration process shall act as the Driva password with which the User can authenticate him/herself when renting a vehicle.
- 4.4 The User may not pass on his/her Driva password or the access data for his/her Driva account to third parties, in particular not to aggregation platforms, and must keep them safe and protected from access by unauthorised third parties. Driva shall never ask the User for his/her Driva username and password.
- 4.5 Driva must be notified without delay the loss of the access data to the Driva account. The User may contact Driva using the Customer Service Hotline or by e-mail to drivasupport@pacecarrental.co.za for this purpose.
- 4.6 The Driva account is non-transferable and all rights to the account shall become null and void on the death of the User or the termination of the blanket contract.

5. Driving Licence check

- 5.1 Driva shall conduct a Driving Licence check before a vehicle is rented for the first time and thereafter at regular intervals, generally once a year. Furthermore, however, Driva shall be entitled to conduct a Driving Licence check when deemed necessary to do so.
- 5.2 If a User's Driving Licence is a non-EU/EEA Driving Licence, the Driving Licence check described in clauses 5.1 and 5.3, respectively, shall take place every 6 (six) months. Furthermore, however, Driva shall be entitled to conduct a Driving Licence check when deemed necessary to do so.

The EU confirmation stamp shall be exclusively accepted as verification that the non-EU/EEA Driving Licence is valid. If the User cannot provide this verification, Driva reserves the right to refuse the User to rent any more vehicles until the required verification can be provided.

- 5.3 The Driving Licence check shall generally take place online on the Driva website or App, alternatively with a service provider completing the check if necessary. In the event that a service provider is used, the User's personal data shall only be sent to the said provider

for the purposes of checking his/her Driving Licence. Driva shall only be sent the result of the check by the service provider after it has taken place. The User shall be notified of any non-validation and shall then be referred to the Driva Customer Service Department. However, the Driving Licence check may also be completed at the Driva stations published on the Driva website.

- 5.4 The User undertakes to notify Driva of any circumstances which result in a restriction to his/her Driving Licence. Such circumstances may include a suspension or restriction, or the temporary seizure or confiscation of his/her Driving Licence. These circumstances result in his/her entitlement to drive a vehicle being suspended or terminated. In these cases, the User may not rent a vehicle.

6. Reservations, opening the vehicle and individual rental contracts

- 6.1 The rental of a vehicle shall only be permitted if the User has a current Driving Licence. Furthermore, the maximum rental period of a vehicle shall generally be 3 days.
- 6.2 The vehicle can be opened by the User using the Driva App. The User undertakes either to rent or leave the vehicle immediately after it has been opened.
- 6.3 The User and Driva shall conclude an individual rental contract for every use of a vehicle for rental. This offer to reserve a vehicle may be accepted or refused by Driva by displaying a dialogue or by sending a written declaration.
- 6.4 The period of usage for which payment must be made shall commence once the individual rental contract has been concluded.
- 6.5 In the event of problems in the procedure, Driva may use the personal details filed by the User to contact him/her by phone, e-mail or push message to determine the cause of the problem and then issue further instructions.

7. End of the individual rental contract and return of the vehicle

- 7.1 The individual rental contract may be terminated at any time either by the User or by Driva, by means of a declaration to this end. After the termination of the individual rental contract, the vehicle must again be freely accessible for anybody to use.
- 7.2 To terminate the individual rental contract, the User must hold his Driva customer card against the reading unit on the windscreen until the lamp on the unit changes from red to green or terminate the rental using the Driva App. Termination is also possible using the "Customer Handshake" function which transfers the vehicle to a subsequent user.
- 7.3 The termination of the individual rental contract must only take place within the boundaries of the defined Driva station approved for this purpose. The approved car stations are set out on the Driva website.
- 7.4 If the termination of the rental contract fails, for example because a mobile phone connection cannot be established, the User must re-park the vehicle and make another attempt to terminate the contract. If the termination of the rental contract fails again even after re-parking, the User may call the Customer Service Hotline and terminate the rental contract by telephone.

- 7.5 When the rental contract is terminated, the fuel tank or charge status of the vehicle must have a remaining range of at least 15 (fifteen) kilometres according to the display on the on-board computer.
- 7.6 The User must secure the vehicle adequately to prevent its theft before parking it. The windows, sunroof, soft top and doors must be locked, the steering wheel lock engaged and the lights switched off. The vehicle must also be returned with all the documents supplied with it, including all the fuel and/or charging information cards in the vehicle at the time of its rental. These may only be used for the intended purpose, for example to refuel/charge the vehicle. No equipment or accessory items (for example vehicle folder, warning triangle or child booster cushions) from the vehicle may be removed.

8. User's duties when renting the vehicle

- 8.1 The User must not permit other people to drive the vehicle he/she has rented. In certain exceptional circumstances, the User may permit a passenger or another third party to drive the vehicle. An exceptional circumstance of this nature must not be caused maliciously or by negligence and requires the consent of Driva. The User undertakes to ensure that he/she is capable of driving the vehicle for the rental period when he/she rents the vehicle. An exceptional circumstance may in particular include the impairment of the User's ability to drive due to ill health. In this circumstance, the User undertakes to check the third party before allowing them to drive the vehicle and must in particular ensure that the third party satisfies the criteria set out in clause 3.3 relating to minimum age and Driving Licence.
- 8.2 The User undertakes to check the vehicle, before starting a journey, for dirt and for defects, and damage(s) which are not listed in the damage menu on the login process. The User must report any defects and damage(s) visible to the User which are not listed in the damage menu on the login process (such as new damages) to the Customer Service Hotline. The Customer Service Hotline shall decide whether the User may start the journey despite the damage. All new damage(s) must be reported before starting the engine to ensure that the person who caused the damage(s) can be identified correctly. If the User does not report any new damage, the vehicle shall be deemed to be optically and technically in perfect condition (with the exception of the damage already entered in the damage menu). Before starting a journey, the User must also ensure that the vehicle is roadworthy, particularly by making a visual inspection of the tyres. If the rented vehicle is an electric vehicle, the User must also check that there is a charging cable in the vehicle.
- 8.3 The User must obey the National Road Traffic Act (No. 93 of 1996) and must treat the vehicle with care and caution and use it as set out in the instructions in the handbook, the Owner's Manual, the vehicle documents and the manufacturer's specifications.
- 8.4 The User must not use the vehicle for the following purposes:
 - 8.4.1 For Motorsport purposes, particularly for events which involve achieving a top speed.
 - 8.4.2 For vehicle tests, driver training and driver safety training.

- 8.4.3 For the commercial carriage of people and for other commercial personal transport purposes.
- 8.4.4 For sub-rental or for the User's publicity purposes.
- 8.4.5 To commit criminal acts, even if they are only punishable with a fine at the location of the crime.
- 8.4.6 To transport highly inflammable, toxic or other hazardous substances.
- 8.4.7 To transport items which may adversely affect driving safety or may damage the interior or exterior of the vehicle as a result of the form, size or weight.
- 8.4.8 To tow trailers, vehicles or other items.
- 8.4.9 To transport animals unless they are in a closed cage which is safely stowed in the boot or a suitable animal blanket is used. The exceptions shall not apply if the reserved vehicle is a convertible.

The User must also not do the following:

- 8.4.10 Use the vehicle for journeys outside South Africa.
- 8.4.11 Drive the vehicle under the influence of alcohol (blood alcohol limit above 0), drugs or medication which could adversely affect one's ability to drive.
- 8.4.12 Transport children under the age of 12 or less than 150 cm in height unless suitable, age-approved restraints (baby seat, child seat or booster cushion) are used for the child. The User must follow all the manufacturer's instructions for installing and removing child restraint systems.
- 8.4.13 Excessively soil the Driva vehicle or leave refuse of any kind in the vehicle.
- 8.4.14 Smoke in the Driva vehicle or allow passengers to smoke in it.
- 8.4.15 Remove vehicle accessories from the vehicle unless this involves the intended use of the cards as described in clause 7.7 and the emergency equipment (high visibility jackets, First Aid kit, etc.).
- 8.4.16 Overload the vehicle or transport more people in the vehicle than there are seats with seat belts in it.
- 8.4.17 Complete repair work on the vehicle or install parts on the vehicle or remove installed parts or to engage third parties to do such work.
- 8.4.18 Disable the passenger airbag unless this is done to protect children or infants who are being transported using a booster cushion or to comply with safety instructions when using a baby seat. The passenger airbag must be re-enabled at the end of the usage period.

9. User's liability, insurance cover and excess

- 9.1 All Driva vehicles are covered by a motor liability insurance policy with the minimum insured sums required by law.
- 9.2 The User shall accept liability for damage to the rented vehicle under the applicable laws in South Africa, unless the User is not responsible for the breach of obligation.
- 9.3 The liability of the authorised User resulting from accident damage to the rented vehicle shall be excluded by the payment of a separate, additional charge in the form of a contractual indemnification. This contractual indemnification shall be similar to that for fully comprehensive insurance. In this case, liability for accident damage, notwithstanding the following provisions, shall only amount to the agreed excess, currently R5,500. The User shall not be entitled to any contractual indemnification if the damage was caused maliciously. If the damage was caused by negligence, Driva shall be entitled to reduce its indemnification proportionately to the severity of the User's culpability. A claim for contractual indemnification shall also not apply if a obligation to be fulfilled by the User, particularly one of those described in sections 3, 4, 8 and 10 of these GTCs, has been breached maliciously. In the event of a negligent breach of a obligation to be fulfilled by the User, Driva shall be entitled to reduce its payment for the indemnification in proportion to the severity of the culpability with the User bearing the burden of proof to show that no negligence was involved. Contrary to the provisions set out in the two previous sentences, Driva shall be obliged to provide indemnification if the breach of the obligation was not the cause of either the occurrence of the indemnification case or for the establishment or the scope of the indemnification obligation on the part of Driva. This shall not apply if the obligation was breached deliberately. The contractual indemnification shall only apply to the rental period and to an authorised User.
- 9.4 Damage (operating damage) to the vehicle, which does not constitute accident damage and was caused by incorrect treatment and/or use of the vehicle, for example by gearshift errors, ignoring warning lights or inserting the incorrect fuel or failing to secure a load, shall not be included in the indemnification.
- 9.5 The User shall be liable in full for all breaches of the law that he commits, particularly for breaches of traffic regulations during the period of use and relating to parking the vehicle. The User undertakes to indemnify Driva from all motoring and on the spot fines, charges, towing costs and other expenses which authorities or other bodies charge to Driva as a result of the above breaches of the law. Driva shall be permitted to send the User's contact details to these bodies for the purposes of processing and sending an official notice or a letter.

10. Duties in the event of accidents, damage, theft, destruction and other loss of the vehicle

- 10.1 Driva must be notified by telephone and without delay of any accidents, damage, theft, destruction and other problems, including the loss of the vehicle. The User undertakes to ensure that all reasonable action is taken where required to reduce the damage and secure evidence. After an accident, theft, fire, or other types of damage, the User must notify and consult the police without delay or report to the nearest police station unless the police refuse to record the accident. In this case, the User must notify Driva without delay by telephone and co-ordinate how to proceed with Driva. Any instructions issued by Driva must be followed. The above applies regardless of whether the accident was caused by the User or a third party or whether the damage is minor or not.

- 10.2 The user must take all the action which may be useful or helpful in clarifying the events which led to the damage. This shall particularly include answering the questions posed by Driva relating to the circumstances of the events which led to the damage and not leaving the site of the accident before the main findings required to assess the damage have been made or without Driva being given an opportunity to make these findings.
- 10.3 If the vehicle is no longer roadworthy as a result of an accident caused by the User, the User must pay all the costs incurred for the return of the vehicle.
- 10.4 In the event of an accident, the rental contract shall still not generally be terminated until the vehicle has been returned correctly as described in section 7 and the charges for its use have been invoiced accordingly. If the vehicle is no longer roadworthy as a result of the accident, the rental contract may be terminated, by agreement with Driva, when it is handed over to the towing company.
- 10.5 The User undertakes to send Driva a written accident report without delay, but at the latest within 7 (seven) days, which in particular contains the police reference number of the recording police station, a complete description of the accident, the time and location of the accident, any witnesses and the driver of the Driva vehicle, with their full names and addresses. All instructions issued by the Driva Service Centre must be obeyed. The User must not issue any acknowledgement of blame or pre-empt any liability claims by making payments or other settlement actions to accept a claim and/or blame. At the request of Driva, the User must complete the claim form sent to him by Driva in full, sign and return it to Driva within 7 (seven) days. Driva reserves all rights to reject claims acquired after 7 (seven) days, as a result of the failure to submit or the late submission of the claim notification.
- 10.6 Driva shall be solely responsible for selecting the repair workshop. Compensation payments related to damage to Driva vehicles shall be payable exclusively to Driva. If the User receives such payments from third parties, he must forward them to Driva without their having to be requested.

11. Contract penalties and User's obligation to pay compensation

- 11.1 If Driva incurs any damages caused by culpable action or omission in breach of the contract by the User, they shall be imposed on the User. Furthermore, the lump sum damage amounts specified in the GTCs shall apply. Lump sum damage amounts shall only be the amounts in the pricing lists which specify a certain amount and not a minimum amount or invoicing based on cost. Even if these GTCs and the tariff list contain a lump sum damage amount, the User shall still be entitled to provide evidence that no damage or value reduction took place or that it was significantly lower than the lump sum. Driva reserves the right to provide evidence that the damage it suffered was higher than the amount in the lump sum. The contract penalties also regulated in this provision shall be set off by Driva against the lump sum damage claims resulting from the relevant action.
- 11.2 If the vehicle contains refuse of any kind, the User must pay the cleaning costs set out in the tariff list in force at the time of the rental.

- 11.3 If the User returns a vehicle which does not have the required residual range of 15 (fifteen) kilometres, the User shall pay any additional costs for transporting it, for refuelling or charging it, and any repair costs.
- 11.4 If the User's incorrect use of the vehicle or access technique results in a technician being required, the User shall be charged with the costs set out in the tariff list in force at the time of the rental.
- 11.5 For each case in which a vehicle is used for a crime, the User shall pay a contract penalty as set out in the tariff list in force at the time of the rental.
- 11.6 For each case in which the ban on passing on a rented vehicle or the access data to third parties is breached, the User undertakes to pay a contract penalty as set out in the tariff list in force at the time of the rental.
- 11.7 If the vehicle has to be re-parked by Driva as a result of a culpable breach of the duties set out in section 8, or a towing service is engaged by a third party/an authority, Driva may demand the lump sum cost specified in the tariff list in force at the time of the rental from the User. The User shall indemnify Driva from all charges and other costs, particularly towing costs. Any lump sum cost already paid shall be set off against other costs incurred.
- 11.8 The User undertakes to pay a contract penalty of R5,000 (five thousand rand) for each case of use in breach of contract of the cards described in clause 7.7, such as the fuel card/charging card or the charging cable. Furthermore, Driva may demand higher compensation if it provides the appropriate evidence. Any contract penalty shall be set off against the compensation claim.
- 11.9 If action by the User results in a replacement fuel card, having to be issued, the User shall be liable for the costs in force at the time of the rental unless the reason for the issuing of a new card was the responsibility of Driva.

12. Terms of payment, invoicing and credit balance

- 12.1 Driva shall charge the User for using the vehicle on the basis of the pricing in force at the time of the rental. The current tariff list is available on the internet at the national version of the www.driva-sa.co.za page. Driva shall be entitled to amend the tariff list at any time for future rentals. Payment shall be made either using the payment method selected by the User (credit card or SEPA direct debit), or by setting off against the User's free minutes or vouchers. The rental price including the statutory value-added tax shall be payable at the end of the agreed rental period. Payment for all other services provided by Driva shall be payable on conclusion of the contract.
- 12.2 The User and the holder of the account or credit card must give their consent for this. Exceptions shall be permitted in the event that the costs are paid for business use.
- 12.3 The invoices shall be sent to the User by Driva either by e-mail or for downloading in electronic form from his/her password-protected user area. The electronic invoices shall entitle the recipient to deduct input tax as long as the statutory requirements are satisfied.

- 12.4 The User may be credited with a credit balance. This credit balance shall consist of free minutes or a credit balance. The User can either purchase a credit balance or acquire it as a result of a promotion. The special terms and conditions in addition to these GTCs shall apply to promotions. Credit balances may be acquired, for example, as a result of purchasing savings or prepaid packages or a gift voucher, which the User has purchased himself or has received from a third party. The special terms and conditions in addition to these GTCs shall apply to vouchers and to savings or prepaid packages. A credit balance in the User's credit account shall generally be recorded within 4 (four) days. Credit balances are set off against debits before the selected payment method is debited. The credit balance can be seen at any time online in the customer profile. Setting off against other Driva companies shall not be possible. The credit balance can only be used for rentals and charges for special destinations. Non-monetary credit balances shall expire automatically if the blanket contract is terminated by Driva at no fault of the User.
- 12.5 The payment details provided by the User during the registration process shall be used to settle all payment claims (such as the registration fee, charges relating to breaches of road traffic rules, failure to pay tolls, contract penalties, etc.).

13. Refuelling, fuel card

After depletion of the tank of fuel with which the vehicle is collected, the User should refuel the car at his/her own expense and only fuel enough for the anticipated utilization of the vehicle until the end of the rental period.

14. Term of the blanket contract, termination, suspension

- 14.1 The blanket contract shall be concluded for an indefinite period of time and may be terminated by both parties by giving ordinary notice in writing of 30 (thirty) days to the end of a month.
- 14.2 The right of the parties to the contract to terminate the Driva blanket contract without notice for a material reason, particularly for serious breaches of contract, shall not be affected.

A material reason shall in particular apply in the following situations:

- 14.2.1 If the User allows unauthorised third parties to drive the vehicle.
- 14.2.2 If the User fails to comply with the regulations of the National Road Traffic Act.
- 14.2.3 If the User is in default with payments.
- 14.2.4 If enforcement proceedings are started against the User.
- 14.2.5 If the User releases a vehicle which has been seriously soiled for further rental.
- 14.2.6 If the User uses the vehicle incorrectly or illegally.

- 14.2.7 If the continuation of the blanket contract is unreasonable, for example due to an unusual frequency of claims.
- 14.2.8 If the User damages the vehicle maliciously.
- 14.2.9 If the User conceals or attempts to conceal damage to the vehicle.
- 14.2.10 If the User uses the vehicle to commit a crime.
- 14.2.11 If the User provides incorrect information for the blanket contract or has concealed facts and it is unreasonable to continue the blanket contract as a result.
- 14.2.12 If the User has driven under the influence of alcohol or drugs.
- 14.2.13 If the User abuses the Refer a Friend code.
- 14.2.14 If the User has a contract under labour law with aggregation platforms and misuses his User account with Driva.
- 14.2.15 If the User is logged into a Driva account simultaneously on more than three devices and does not react correctly to the actions/ instructions of Driva, since in this case it is assumed that the Driva account is being misused.

If multiple rental contracts exist between Driva and the User, Driva is entitled to the extraordinary termination of one rental contract without notice for a material reason, it may also declare the immediate termination of the other rental contracts through Driva if it is unreasonable to expect it to continue with the other rental contracts. Bonus minutes not acquired using money (for example by refuelling/charging) shall not be reimbursed if the contract is terminated ordinarily or extraordinarily.

- 14.3 Notice of termination may be given in text form (for example e-mail) or in writing.
- 14.4 Driva may ban the use of a vehicle if it suspects that there is a material reason for termination in the sense of clause 14.2 until the facts of the matter have been investigated.
- 14.5 If the User has concluded an annual protection package, he shall not be entitled to the partial reimbursement of the charges paid for the annual protection package in the event of extraordinary termination without notice of the Driva blanket contract. The User's claims for reimbursement based on this termination shall be excluded in such a case unless Driva or its personnel bears responsibility for the User's breach of contract.
- 14.6 The electronic vehicle key will be suspended at the termination of the blanket contract.
- 14.7 In the event that the User is suspended, he/she shall be notified immediately by e-mail or letter. As part of criminal investigations, Driva shall be under no obligation to notify the User of the grounds for the suspension.

15. Driva's liability/items found in the vehicle

- 15.1 Driva shall only be liable to the User (apart from in cases of the breach of cardinal duties) in cases of malice and negligence. This shall also apply to Driva's legal representatives and agents. Cardinal duties shall be duties which enable Driva to fulfil the rental contract in the first place and on whose fulfilment the other party to the contract relies or may rely. Driva cannot accept any liability for initial defects affecting the vehicle.
- 15.2 The limitations of liability set out above shall not apply in the event of death, physical injury or health impairment, the malicious concealment of a defect, in the event that a guarantee or document risk is accepted and under the product liability laws of South Africa.
- 15.3 Driva cannot accept any liability for items left in the vehicle after the termination of the rental period. This shall not apply in cases of malice or negligence on the part of Driva, its representatives or agents. Driva may keep items found in a vehicle for a maximum of 4 (four) weeks. If the owner fails to claim them within this period, the items shall be destroyed and valuables shall be sent to the municipal lost and found office. If items found are returned, the User undertakes to pay an additional charge as shown on the tariff list in force at the time of the rental. Found items may only be collected by the owner himself or a third party bearing written authorisation from the owner.

16. Privacy Policy

- 16.1 To execute the blanket contract and the individual rental contract, Driva shall be entitled to collect, process and use the User's personal data such as name, title, date of birth, address, e-mail address, bank details and mobile phone number and the contract data such as the start location and destination, start time and destination time and the duration of use. This data processing is based on applicable privacy laws. The processing of the contract data, particularly to determine and display the current location, shall be carried out using the Google Maps API and is essential for the function and full provision of all Driva services. If the contract data is sent to Google, they are only supplied so in anonymised form.
- 16.2 To identify and rectify errors or faults and to identify any process recourse claims for which Driva would be liable as the vehicle keeper, Pace Car Rental South Africa (Pty) Ltd, 40 40th Street, Eastgate Commercial Park, Malboro North, Sandton shall be entitled on behalf of Driva to collect, process and use the following technical data: Acceleration data, speed data, engine speed data, driving mode data, deceleration data and data relating to events on each journey. This data shall be processed by BMW South Africa (Pty) Ltd for the above purposes separately from the data set out in clause 16.1 and sent to Driva in pseudonymised form. Only Driva can identify the User as the driver by linking him to the data set out in clause 16.1.
- 16.3 Furthermore, BMW SA shall collect, process and use the technical data specified in clause 16.2 to calculate a driving style score on behalf of Driva. This data shall be processed by BMW SA for the above purposes separately from the User data set out in clause 16.1 and sent to Driva in pseudonymised form. Only Driva can identify the User as the driver by linking him to the data set out in clause 16.1. This shall be used

by Driva to identify any usage in breach of contract and/or in breach of road traffic rules for which Driva would be liable as the vehicle keeper.

- 16.4 Data shall only be disclosed to third parties if this is required to fulfil the blanket contract or individual rental contract or if you have given your consent to it. Personal data will only be disclosed to public bodies such as criminal prosecution authorities within the framework of what is permitted by law. Furthermore, the User's personal data may be disclosed on the basis of a justified interest to a claimant who has made claims against Driva as the keeper of the vehicle on the basis of a traffic offence committed by the User. The justified interest results from the fact that there is no other way for Driva to avert the damage since the User is an anonymous driver to the claimant.
- 16.5 The data processing described in this section is carried out in part by service providers engaged by Driva. Driva shall ensure by contract that the User's personal data are only processed on the basis of the instructions issued by and the control of Driva.
- 16.6 The User can find additional data protection information in the Privacy Policy on the website and in the App.

17. Terms and conditions of use for the Driva vehicle database

The User may view the vehicle detail and location data of Driva vehicles in various places including the map views in the Driva App. The automatic temporary storage of the data for the User's own private display of the data, for example in the browser or App cache, shall be permitted. Any other private or commercial reproduction, distribution, public disclosure or the disclosure of vehicle detail and location data shall be prohibited if such reproduction, distribution, public disclosure or disclosure does not just relate to minor parts of the database in terms of its type and scope. The rights to the digital maps are held by the relevant map provider. To this extent, the terms of use issued by the relevant provider shall apply and can be viewed using a note within the map.

18. General provisions and place of jurisdiction

- 18.1 This business relationship shall be governed by South African law.
- 18.2 The exclusive place of jurisdiction for all current and future claims arising from the business relationship with business customers shall be South Africa. The same shall apply if the User does not have a general place of jurisdiction in South Africa, moves to another country after the conclusion of the contract or his place of residence or normal place of abode is unknown when the lawsuit is lodged.
- 18.3 All amendments or supplements to this contract must be made in writing.
- 18.4 If one or more provisions in this contract should be invalid or void, this shall not affect the validity of the other provisions in the contract. Driva and the User undertake to close any loopholes using the objective and the presumed will of the parties to the contract.