



GENERAL TERMS AND BENEFITS OF DRIVEANGEL APPLICATION

General Terms and
Conditions of Use of
DriveAngel service

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GENERAL TERMS AND CONDITIONS OF USE OF DriveAngel APPLICATION

1. These General Terms and Conditions of Use of the DriveAngel application govern the relations between ZUBAK GROUP Ltd. Company and the users of the DriveAngel application (hereinafter: the Application).

2. Unless otherwise required by the context, the particular words and expressions in terms of these terms and conditions shall have the following meaning:

2.1. "ZUBAK GROUP" - ZUBAK GROUP Ltd. Company, with registered office in Velika Gorica, Zagrebačka 117, personal identification number (PIN): 39135989747;

2.2. "ORYX" and/or "ORYX Assistance" - commercial name and brand of technical roadside service or assistance arranged and provided by ZUBAK GROUP Ltd.;

2.3. "User" - a natural person or legal entity who, by using the ORYX Assistance service, installing the Application and accepting these General Terms and Conditions, becomes entitled to use the DriveAngel application;

2.4. "Application" - DriveAngel application, i.e. alarm service system in the event of a traffic accident;

2.5. "Traffic Accident" - a road event involving at least one moving vehicle and at least one person injured, or material damage caused;

2.6. "Call Center" - an ORYX communications center that receives information from the Application and contacts with the user or other persons in accordance with these General Terms and Conditions;

2.7. "General Terms and Conditions" - these General terms and conditions, and any subsequent amendments thereto;

2.8. "Territory" - the territory of the Republic of North Macedonia

3. By using the Application, you agree to these General Terms and Conditions. These General Terms and Conditions govern the use of the Application. Read these General Terms and Conditions carefully before using the Application. If you do not agree to these General Terms and Conditions, do not use the Application.

4. All the relations between ZUBAK GROUP Ltd. Company and the User that are not regulated by these General Terms and Conditions shall be regulated by the applicable regulations of the Republic of North Macedonia.

USE OF APPLICATION

5. The application is a system or service for alarming relevant legal entities or natural persons intended for drivers in the event of a traffic accident that occurred on the territory of the Republic of North Macedonia.

6. The system is designed so as not to disturb the driver while driving, and in the event of a traffic accident, it communicates with the ORYX call center or the User's private contacts providing information on the circumstances of the traffic accident. Some of the information that the Application sends to the designated recipients includes the GPS location, the speed before the accident, and the Application User's information. With the communication taking place between computer systems without human intervention, information comes to the right place as soon as possible, reducing the human error factor in reporting the event details.

7. The application is a three-layer system consisting of application on a smartphone, server application and database. The system carries out real-time processing of data sets obtained from sensors installed on smartphones and sets parameters of vehicle status in traffic based on built algorithms.

8. A person using ORYX Assistance services becomes an Application User by installing the Application on their smartphone and activating it with the activation code received from ORYX, thereby accepting these General Terms and Conditions. For the Application to be activated and be put into operation, the User can open a user account for storing their vehicle (or vehicles) and other relevant information that are entered into the Application when activating the account, and are divided into compulsory and additional information:

8.1. DATA REQUIRED FOR RUNNING THE APPLICATION

a) user name and password (for Windows application) by choice – upon activation, the user creates own user name and password, which are unique and uniquely identify the user. The user name, together with the activation code, are required to access the application;

b) access code - the access code is required for the User to confirm the right to use the service;

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b) the phone number of the mobile phone where the Application is installed - a phone number is required to make contact with the user in the event of an accident;

8.2. OPTIONAL DATA (upon request of the User) GENERAL TERMS AND CONDITIONS OF USE OF DRIVEANGEL APPLICATION

a) name and surname - data is needed for the person to be identified at the accident location, if any;

b) blood type - this data helps the emergency staff to carry out more effective rescue of the injured user in case of an accident;

c) e-mail address - sending driving information, contacting Personal Angels etc.;

d) an additional phone number - this information is required if the user uses more than one phone number and is unavailable on the primary contact number;

e) vehicle brand, model, color and license plate - these information are required to promptly and accurately identify the vehicle in which the user was at the time of the accident;

f) additional e-mail address - an additional email if the user uses more than one email address, and the primary address is not available or is not used;

g) contact information of the person the User wishes to be notified in the event of traffic accident - except for the emergency call services, the Application allows for contacting the contact person, if such person is specified;

h) special remarks - allergies and chronic diseases, regular medications (if taken by the user), etc. - special remarks and information on any allergies, chronic diseases and therapies are needed to inform emergency staff in case of an accident to carry out the rescue more effectively.

9. For the Application to fulfill its function, the User undertakes to provide and maintain up-to-date truthful, accurate, valid and complete information referred to in paragraph 8 of these General Terms and Conditions. If the User does not store or maintain up-to-date complete and truthful data, or if ORYX has reasonable grounds to suspect that this data is untrue, incorrect, or incomplete, ORYX may suspend or cancel the user account and refuse the use of service or any part thereof.

10. By activating the account and providing the information in accordance with paragraphs 8 and 9,

the Application User gives data processing consent to ORYX for the purpose of fulfilling the function and further development of the Application and for the purpose of providing ORYX Assistance service.

TECHNICAL PREREQUISITES FOR MOBILE DEVICES THAT SUPPORT THE APPLICATION

11. To support the Application, a smartphone must meet the following technical requirements regardless of the operating system:

- Internet access;
- A built-in accelerometer (built into the smartphones to enable images and graphics to rotate from vertical to horizontal position);
- Built-in GPS receiver.

OPERATION OF DRIVEANGEL SERVICE

12. The application is a system that continuously processes and analyzes the data collected by the Application to read the User's current driving status. If the algorithm that drives the server application concludes that the parameters that indicate a traffic accident have been acquired, the Application immediately activates an automatic call to the ORYX call center that contains key relevant information (speed, vehicle position, orientation, volume, etc.) which enables the call center operators to assess the alarm level.

13. In the service delivery process, a continuous flow of data between the server and the User's smartphone Application is established, and in the case a traffic accident is indicated, the ORYX call center initiates voice contact with the User in accordance with the defined protocol.

14. When the Application detects a movement faster than 20 km/h, a data "pulse" is set up and data is sent at defined time intervals, and the User can receive a visual and sound warning and the message: "The DriveAngel is with you and wishes you a pleasant journey".

15. After installing the Application on a smartphone, the Application's initial settings are tailored to automatically detect User's driving and start monitoring it. This Application mode consumes more battery, so for the Application to work smoothly and provide full functionality the mobile phone must be connected to battery charger while driving.

16. There are two modes of vehicle tracking in the Application settings:

a) automatic

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b) manual

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Automatic vehicle tracking uses a GPS that detects any movement of the vehicle. Manual tracking works so that the User themselves initiates the vehicle tracking in the Application.

17. If the User does not want automatic detection, the application settings can be set to manual vehicle detection. In that case, the User must start the Application at each ride and set up the vehicle tracking. If the User does not start the tracking and the Application does not detect any traffic accident and does not inform the ORYX call center, ORYX shall not be responsible for the consequences of such a situation.

18. If the smartphone is completely turned off due to an empty battery or for some other reason, when the smartphone is turned on again, the Application shall automatically launch.

19. If the User turns off the Application by completely disconnecting it from the active application list, the Application shall not be able to detect the drive and any traffic accident and notify the ORYX call center, even though vehicle auto-detection has been checked in the settings. In that case ORYX is not responsible for the consequences of such a situation. If the User turns off the Application in this way, the Application must be manually activated for subsequent detection and tracking.

20. The Application automatically detects the end of the tracking. End of driving is detected if the vehicle is at a standstill for 5 minutes after the last recorded motion of more than 20 km/h, and the User can receive a visual and sound warning and the message: "DriveAngel ended the vehicle tracking. Thank you for the pleasant and safe ride."

21. If the Application concludes that the obtained data indicate a traffic accident, the call center operator receives a sound and visual warning followed by a complete data package that leads to the conclusion that there is a reasonable suspicion that a traffic accident happened. Within about ten seconds, the operator checks the reliability of the data and make a call to the User to verify that it is a real accident that requires prompt intervention. While the operator is verifying the call, another data package arrives after the accident. If the next data package does not arrive at the call center, it is confirmed that there is a high probability of a traffic accident.

22. In case of an automatic alarm activation, the User will hear a sound warning and the following messages will appear on the screen:

- WARNING! DriveAngel has detected a possible accident and informed ORYX Assistance. If you do not need an assistance, cancel the intervention;
- An emergency call to ORYX Assistance has been activated;
- If you do not need an assistance, press the "Cancel Call For Assistance" button.

23. If no voice connection with the call center is established within 120 seconds of the initial alarm, the display shows the following messages:

- Accident data is sent to ORYX Assistance;
- ORYX Assistance is on the way to you;
- If you do not need an assistance, press the "Cancel Call For Assistance" button.

24. If the user does not respond to the call, and the following data package confirms the reliability of the previous data (or there is no other package indicating that the phone is destroyed in the accident), ORYX concludes that there was a serious traffic accident and the operator alarms the Rescue and Protection Service (on the European emergency number 112) and forwards the following data:

- a precise location of the traffic accident;
- vehicle identity (brand, model, license plate, color, year of manufacture);
- relevant medical information on the User referred to in paragraph 8.2. of these General Terms and Conditions, if the User has listed them in the Application profile (age, blood type, chronic diseases such as high blood pressure, diabetes etc.), regular therapy, and anything else that may be relevant to the User's medical profile).

25. If the User is conscious and responds to the call and confirms the traffic accident, the operator notifies the Service on the European emergency number 112 in the same manner as in the scenario referred to in paragraph 24. However, if the User states that the accident does not require intervention, the call center operator shall cancel the intervention (if in progress). If the User confirms that this is a false/accidental alarm, the operator terminates the call, and the data packages that preceded the alarm remain saved for subsequent analysis.

DATA USE AND GENERAL TERMS AND CONDITIONS OF USE OF DRIVEANGEL APPLICATION PRIVACY GUARANTEE RULES

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26. All data that the Application collects, uses, and processes is used solely for the purpose of delivering the described function or service, and statistical processing to improve the system. ORYX may use the User's contact information from paragraph 8.1. of these General Terms and Conditions for marketing purposes, organizing prize competitions and the Users' satisfaction survey with the Application. By accepting these General Terms and Conditions, the User gives consent to ORYX to publish the name and surname of the User who won the prize in the ORYX prize competition or marketing promotion in their bulletin or website.

27. In the event of alarm activation, the call center operators shall have access to the User's drive data collected during the last 20 minutes before the alarm activation. In this case, the call center operators have access to relevant medical data from the user account (if the User has entered these data into the profile). All other data will be available to the technical staff of DriveAngel Limited 47 Mark Lane, London EC3R 7QQ, United Kingdom, but only for the purpose of statistical and technical analysis with the aim of delivering and improving the Application functionality.

28. In their user account, the User may enter certain personal and medical information such as blood type, allergy and other medically relevant data essential for successful medical intervention in the event of a traffic accident and the User, by entering and giving these data in the Application, gives the consent for their processing for successful medical assistance in the event of a traffic accident. The User shall be fully and exclusively responsible for the accuracy of personal/medical data. ORYX warrants that User's personal and medical data will only be available to the ORYX call center operators.

29. ORYX shall collect, process and keep user's personal and identification information in accordance with the applicable privacy protection regulations, these General Terms and Conditions and the Privacy Statement available on the ORYX Assistance website.

TERMS OF LIMITATION OF LIABILITY FOR A PARTIAL OR FULL UNSERVICEABILITY OF APPLICATION

30. The application in combination with other passive safety features in the vehicle increases the overall personal safety factor in traffic and is as such defined. Smartphone application is a security "add-on" for faster arrangement for roadside assistance rather than a "solution" to protect against consequences of traffic accidents. In this context and considering the other limitations of the Application referred to in paragraphs 31 and 32 of these General Terms and Conditions, ORYX role and responsibility is limited to

alerting the unique European emergency number 112 and arrangement of ORYX Assistance, if the obtained parameters and Application data indicate a need for taking these actions.

31. Like any other road safety improvement system, the Application/system has inherent limitations, i.e. it is not possible to guarantee that the system will always work with hundred percent (100%) reliability and in every situation.

32. Besides these general limitations relating to any security system, the Application also has the following specific limitations that arise from its technical concept and therefore, under some circumstances (beyond control) it will not provide its full functionality. These circumstances include (but are not limited to) the following known limitations:

32.1. LOCATION OF THE TRAFFIC ACCIDENT

The Application uses GPS for reading an accident location. If, for any reason, the User's smartphone cannot receive the GPS signal, the Application will take the last read GPS location as the reference point for the intervention. For example, if a traffic accident occurs inside a tunnel (if there is no GPS signal), the last recorded location will be before entering the tunnel.

32.2. AVAILABILITY AND QUALITY OF THE DATA TRAFFIC SIGNAL

Although the Application has very modest requirements regarding quality of radio signal for data traffic, no mobile operator can guarantee 100% signal coverage across the territory of the Republic of Croatia, and therefore, if a traffic accident occurs at a location where there is no signal, the last read location before signal loss shall be taken as the reference point.

32.3. DATA TRAFFIC

The application requires a relatively modest amount of data traffic. But regardless of the relatively small requirements, the User should activate the tariff model that includes a certain amount of data traffic. If User's mobile GENERAL TERMS AND CONDITIONS OF USE OF DRIVEANGEL APPLICATION operator reduces or cancels data traffic for any reason, the Application shall not work, and ORYX shall not be responsible for any consequences arising thereof.

32.4. PLACEMENT OF MOBILE PHONE INSIDE THE VEHICLE

For the Application to be fully functional, the smartphone must be fixed on a firm stand in the car that allows hands-free talking and battery charging. For the smartphone to reliably assess the force of any hit in a traffic accident, it should be mechanically

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connected to the car. If the smartphone is in a pocket or lying on the shelf or in a drawer, it shall identify the hit, but the impact strength reading shall be imprecise. With such imprecise data, there is a significant increase in the risk that accidents will not be registered, or false alarms will be generated, and ORYX may not be responsible for any failure to detect a traffic accident. Mobile phone mounts attached to windscreen (with a rubber vacuum) are not recommended as there is a high risk of damage to the smartphone in case of breakage of glass and risk that it will stop sending traffic accident data. It is recommended to use holders mounted to the armature plate at the height of the steering wheel or lower, or holders that will remain in place even in the case of the most severe accidents.

32.5. BATTERY

When the Application is on, the smartphone must continually process a particular data set and establish a data connection, which is an additional burden on the phone battery. If the battery is empty at the time of the accident, the Application shall not be able to work, and ORYX shall not be held responsible for the consequences arising thereof.

32.6. LISTENING TO MUSIC WHILE DRIVING AND NOISE IN THE VEHICLE

If the volume level of the vehicle exceeds 90 decibels, the Application may send warning to reduce volume for safety reasons. For the Application to "conclude" whether there was a traffic accident, the Application, among other things, analyzes the sound image inside the car. For the Application to be able to differentiate between a typical sound image inside a cabin where music plays from the sound image of a collision, the music during driving must not exceed 90 decibels. If the volume is not reduced, the Application shall continue to work normally, but its full functionality will be limited in one parameter.

32.7. TALKING WHILE DRIVING

When the Application is enabled, the User can call and receive calls without any restrictions. During the call, the top of the screen will show a red ribbon just as a reminder that the Application is running in the background. While the Application is on, any other mobile applications can also be used simultaneously.

32.8. SPEED

Speed is among the data analyzed by the Application. If you exceed the speed of 130 km/h, "red light" may appear on the screen in addition to speed. It is just a warning to make you consider to reduce speed for your own safety in road traffic. This warning does not reduce the application's functionality.

32.9. REST

When the Application detects a driving that lasts longer than two hours, the Application may warn you to stop driving and to rest for a safe continuation of journey.

CONFIDENTIALITY OF INPUT DATA USED BY THE APPLICATION

33. For the Application and system to work, a specific data set (speed, vehicle position, orientation, volume, etc.) must be recorded in real time. In the event of an accident, only the DriveAngel Limited 47 Mark Lane, London EC3R 7QQ, United Kingdom as the Application functionalities technical provider, the ORYX call center operators and, where appropriate, emergency services staff (police, firefighters, emergency medical help) shall have access to this information. No one under any circumstances shall have access to the data of the last 20 minutes of driving.

34. Application User can share their current location while driving and other information relevant for the current driving (the distance traveled, start and end of driving, etc.) via SMS, email, social networks.

35. The User may specify in the Application the persons to be contacted by ORYX in the event of a traffic accident and such injury of the User due to which they are not able to contact specific persons and inform them about the event. Thereby, ORYX shall be entitled, at its sole discretion, to contact the legal entities or natural persons GENERAL TERMS AND CONDITIONS OF USE OF DRIVEANGEL APPLICATION listed in the Application using the provided contact information.

36. For account and data protection, users are advised not to disclose their user name and password to a third party or to enable access to their account. If the user independently, knowingly and willingly enables third-party access to the user account, resulting in revealing and dissemination of data that may be considered personal, ORYX shall not be responsible for any such data disclosure.

MECHANICAL AND ELECTRONIC INTEGRITY OF SMARTPHONE

37. For the Application to work efficiently on a smartphone, it is extremely important for that smartphone to be in flawless condition. To keep the smartphone operable, it should be handled as instructed in the user manual and to make sure that no mechanical, thermal, and other shocks occur. For example, if the smartphone accidentally falls on the floor, it cannot always be expected that there will not be consequences for the mechanical and electronic integrity of the device. In most of these cases, the



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smartphone will most probably remain undamaged, but it cannot be guaranteed. Smartphone components required for the Application to work are complex and relatively sensitive, and the User shall be fully responsible for their correctness or potential damage. If the Application "concludes" that the smartphone is too often exposed to unnecessary or intentional shocks, ORYX shall be irrevocably entitled to deny the service and disable the user account. Only one deliberate throwing of a smartphone to "check" the sensitivity of the Application is a sufficient reason to deny the service. The Application is sufficiently "sensitive" to reliably distinguish the situation in which the smartphone accidentally fell on the floor of the car from the situation where the smartphone was deliberately thrown to the floor or to some other hard surface.

LIABILITY

38. ORYX shall not be liable to the User or third parties for any material and/or non-material damage that may arise in the event of a traffic accident. The application serves only as a noble tool, i.e. a help system, or a faster and simpler arrangement of a roadside assistance to User in the event of a traffic accident in road traffic, provided that the Application detects danger and possible traffic accident successfully and in time, provided that the Application is properly used and all conditions for proper functioning of the Application set forth by these Terms and Conditions (technical conditions, proper use of the phone, etc.) are met.

SETTLEMENT OF DISPUTES

39. ZUBAK GROUP and the User shall attempt to settle amicably any dispute that arises from the interpretation, application or execution of these General Terms and Conditions. If contractual parties fail to settle the dispute amicably, the competent court in the place of ZUBAK GROUP registered office shall have the jurisdiction.

VALIDITY OF TERMS AND CONDITIONS

40. These General Terms and Conditions shall enter into force and apply from 07.01.2019.

41. These General Terms and Conditions shall apply until they are amended or replaced by new terms and condition of use.

42. ZUBAK GROUP reserves the right, at its sole discretion, to modify or update these Terms and Conditions at any time. These terms and conditions shall be published on the website and in the Application with the date of last update. Such changes

shall come into effect immediately after their release. If you do not agree with the amended terms and conditions, stop using the Application immediately. Your continued use of the Application after publication of the changes will represent your acceptance of the changed Terms and Conditions.

These General Terms shall become effective as of 01.03.2021.