



**GENERAL TERMS AND BENEFITS OF THE ROADSIDE ASSISTANCE
SERVICE**

General Terms of Service

Roadside Assistance

GENERAL TERMS AND BENEFITS OF THE ROADSIDE ASSISTANCE SERVICE

Roadside Assistance – Macedonia

CALL CENTER 0800 22 202

Introductory provisions

Article 1

1. The terms used in these General Terms and Benefits of the Roadside Assistance service (hereinafter: General Terms) shall have the following meanings:
 - 1.1. **„ORYX“** - the company ORIX GROUP MKD dooel Skopje, having its registered office at Sts Cyril and Methodius str. 20, 1000 Skopje, CRN: 7283806, which arranges and/or provides unique benefits of the Roadside Assistance service;
 - 1.2. **"ORYX" and "ORYX Assistance"** - the trade name and brand under which ORYX arranges and provides unique benefits of the Roadside Assistance service;
 - 1.3. **"A1 Makedonija"** – Communication services company A1 Makedonija DOOEL Skopje, with registered office in Skopje, Presveta Bogorodica Square 1, 1000 Skopje, CRN: 7068310, which, on behalf and for the account of ORYX, concludes an agreement with users of the Roadside Assistance service;
 - 1.4. **"User"** – any natural person and/or legal entity who have concluded an agreement through A1 Makedonija for Roadside Assistance service and to whom the rights arising from these General Terms belong;
 - 1.5. **"Vehicle"** - any passenger motor vehicle intended for transport of persons with at least 4 wheels, which, in addition to the driver's seat, has a maximum of 8 seats (M1 category) and any motor vehicle for transport of goods whose maximum mass does not exceed 3.5 tons (N1 category), which is duly registered and has a valid registration certificate;
 - 1.6. **"Lessor"** – any legal entity that performs vehicle leasing activity, with which ORYX has an agreed cooperation for vehicle leasing in accordance with these General Terms or ORYX itself in the event that ORYX leases its own vehicle.
 - 1.7. **"Vehicle rental reservation"** - any entry in the lessor's records, with which ORYX on behalf of the user, under his/her name, surname and other data requested at that moment, expresses the desire and intention to lease a certain class of vehicle from the lessor at a certain time, day and place (time, date and place of taking over the vehicle), and to return the vehicle to the lessor at a certain time, date and place (time, date and place of

returning the vehicle). The lessor shall draw up a lease agreement in the name of the user if the leased vehicle is in the name of the user who is to sign the lease agreement.

2. The following general provisions apply to all benefits of the Roadside Assistance service:
 - 2.1. Users who are natural persons may use the benefits of the Roadside Assistance service provided that they were in the vehicle at the time of the accident, regardless of whether they are the vehicle owners, drivers or passengers. In the case of a user who is a legal entity, the benefits of the Roadside Assistance service can be used by the person-user of MSISDN on which the Roadside Assistance service has been activated and provided that this person was in the vehicle at the time of the accident.
 - 2.2. All amounts, i.e. limits of individual benefits indicated in these General Terms, expressed in monetary units, shall be gross amounts, i.e. they include any tax, additional tax, contribution and legal fee.

Insured event

Article 2

1. Contingencies that occur beyond the will of the user and that entitle the user to the benefits provided for in these General Terms are as follows:
 - 1.1. incident/accident due to which the vehicle is not drivable or it is impossible to drive the vehicle safely;
 - 1.2. negligent vehicle steering, which made it impossible to drive the vehicle or to drive it safely;
 - 1.3. a technical malfunction of the vehicle due to which the vehicle is not drivable or the driving has become unsafe or life threatening, and
 - 1.4. an external factor that made it impossible to move the vehicle or drive it safely (collectively referred to as: insured event(s)).

User obligations

Article 3

1. The User shall:
 - 1.1. request road assistance services via the ORYX call center immediately after the insured event took place, and follow all their instructions and take all the necessary measures with the aim of reducing the extent of the damage;
 - 1.2. be on the location where the service is to be provided (except in the case of injury that requires emergency medical assistance);
 - 1.3. report in writing within 30 days from the occurrence of the insured event that may result in payment or compensation by ORYX.

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Roadside Assistance service benefits

Article 4

1. When an insured event takes place, the user shall be eligible for the following benefits within the period of 1 (one) year in line with the time coverage of Article 12 of these General Terms:
 - 1.1. **call center** service where the user can report an insured event and get information about the Roadside Assistance service and its benefits at any time, all year round (24-7-365);
 - 1.2. **Road assistance service (vehicle repair)** up to a total amount of MKD 7,500.00;
 - 1.3. **vehicle transport** service up to a total amount of MKD 12,000.00;
 - 1.4. use of **substitute passenger vehicle** in the event of a traffic accident or breakdown, for a maximum of 1 day up to a total amount of MKD 3,100.00 per day;
 - 1.5. **alternative transportation** service for the driver and passengers up to a maximum amount of MKD 5,000.00;
 - 1.6. unlimited use of **fuel delivery** services;
 - 1.7. unlimited use of the **Drive Angel app**
2. To avoid any ambiguity, the costs of pulling out a vehicle are not included in the intervention price.
3. All service benefits are free for the users up to the amount indicated in paragraph 1 of this Article. If users use these services over the limit or use services that are not listed above, they may use such services by paying for them directly to ORYX at prices provided in the pricelist valid at the time of intervention.
- 2.8. other data that the call center operator requests as needed.
3. The operator has the right to refuse to provide assistance if the user fails to provide the above-mentioned data.
4. ORYX undertakes to use reasonable skill and care in providing the benefit of its services, but cannot make sure that the services work without interruptions, delays or imperfections. Provided that ORYX applied reasonable skill and care, it shall not be responsible for:
 - 4.1. any delays arising from external factors beyond ORYX control (including, but not limited to, meteorological phenomena, traffic jams, etc.), which may hinder the provision of benefits and implementation of these General Terms;
 - 4.2. damages not caused by violation of these General Terms by ORYX or through other actions, and
 - 4.3. damages that neither the user nor ORYX could reasonably have foreseen at the time of entry into force of these General Terms.
5. Observing the conscientiousness and honesty principles, when reporting the insured event, the user undertakes to do everything in their power to shed light on the insured event, and in particular to truthfully and completely answer the questions about the circumstances of the insured event. Otherwise, the user shall be subject to material and criminal liability for inappropriate behavior.
6. If the sum of the total costs for the services provided exceeds the limit referred to in Article 4 paragraph 1 of these General Terms during the benefit validity period, i.e. during a 1 year period, the user shall, at the moment of exceeding the limit, settle the overruns of the specified amounts (amount over the limit). If the amount of other benefits requires the difference to be made up for in order to provide benefits to the user, and the user refuses to do so, ORYX shall not be obliged to provide the benefit in question.

Manner of using benefits

Article 5

1. The user may use the envisaged benefits up to the limit set forth in Article 4 paragraph 1 of these General Terms, provided that the user was driving the vehicle when the need for service occurred or that they were in the vehicle, that the vehicle was participating in traffic and if by calling the call center 0800 22 202 available round the clock, 365 days a year, and if they asked for road assistance and waited for provision of services.
2. When calling for assistance, the user shall be required to present themselves with the following information:
 - 2.1. MSISDN;
 - 2.2. name and surname;
 - 2.3. vehicle license plate;
 - 2.4. VIN (chassis number);
 - 2.5. vehicle type and brand;
 - 2.6. mobile phone number, if the user has a mobile phone;
 - 2.7. the most precise possible vehicle location and breakdown description;
7. If the on-site officer suspects the user's identity, the user must, while receiving all the benefits, identify themselves by presenting a personal document that undoubtedly confirms the user's identity.
8. Once the Roadside Assistance service is provided, the user shall receive an invoice form, which the user is required to sign, since it is a document that records the use of benefits from the Roadside Assistance service.
9. ORYX shall not reimburse any costs beyond the scope established in these General Terms. Furthermore, any monetary claim by the user shall be specifically excluded, since the purpose and nature of these General Terms is to arrange and provide assistance in kind, rather than paying

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compensation for events insured. Moreover, any claim by the user based on an inappropriate manner, quality or speed of a performed intervention shall also be excluded.

- 10.** Services of substitute vehicle referred to in Article 8 and alternative transportation referred to in Article 9 may not be mutually combined - cumulated.

Road assistance (vehicle repair)

Article 6

- 1.** The user shall use the roadside assistance benefit multiple times in case of an insured event referred to in Article 2 of these General Terms.
- 2.** Upon requesting provision of a Roadside Assistance benefit, the call center operator shall assess the type of service that should be provided to the user first. If the operator on duty has assessed that the intervention could be successfully completed by repairing the vehicle on the road, the operator on duty shall:
 - 2.1.** send the nearest ORYX technical operational team to the location of the intervention;
 - 2.2.** give the user technical instructions for repairing the breakdown over the phone if assessed that the vehicle breakdowns could be repaired in a certain way.
- 3.** Once the operational technical team arrives at the location of the intervention, they shall proceed with diagnosing the breakdown. Upon diagnosing the breakdown, if estimated that its repair is possible on the site, the vehicle shall be repaired on the road.
- 4.** Roadside technical assistance includes:
 - 4.1. discharge** of wrong fuel;
 - 4.2. refueling;**
 - 4.3. replacement of wheels and tires;**
 - 4.4. battery replacement or charging;**
 - 4.5. unlocking** a locked vehicle (mechanical, electronic).
- 5.** Vehicle repair in some cases may void the manufacturer's warranty. The list of such operations depends on the vehicle manufacturer. Before starting the repair, the expert technical team will inform the user about the operations that need to be performed and will particularly emphasize if such operations on the site void the vehicle warranty. In such cases, the team proceeds with the operations after obtaining prior consent from the user. Otherwise, the user may activate the vehicle transport service in accordance with Article 7 of these General Terms.
- 6.** In the event of installing/replacing parts or refueling during the repair, the installed parts and the fuel shall not be included in the coverage and their cost shall be borne by the user at the market price of those parts and fuel.

- 7.** If the intervention team at the incident site determines that it is not possible to repair the vehicle and that no repair has been carried out to the vehicle, the user can use the vehicle transport benefit and it will be considered that the vehicle repair benefit is not used.

- 8.** Costs for tolls, bridge tolls, ferries, etc. incurred by the ORYX intervention vehicle during the provision of such benefit shall be included in the intervention price, i.e. shall be included in the calculation of the Roadside Assistance benefit fees referred to in Article 4 paragraph 1 item 1.2 of these General Terms.

- 9.** The roadside assistance service shall be arranged up to the limit referred to in Article 4 paragraph 1 item 1.2.

Vehicle transport

Article 7

- 1.** The user shall use the vehicle transport benefit multiple times in case of an insured event referred to in Article 2 of these General Terms.
- 2.** Vehicle transport service shall include:
 - 2.1. arriving** at the intervention site;
 - 2.2. loading** the vehicle on an intervention vehicle (tow truck);
 - 2.3. transporting (towing)** of the vehicle;
 - 2.4. unloading** the vehicle.
- 3.** Costs for tolls, bridge tolls, ferries, etc. incurred by the ORYX intervention vehicle during the provision of this service shall be included in the intervention price, i.e. shall be included in the calculation of the vehicle transport benefit fee referred to in Article 4 paragraph 1 item 1.3 of these General Terms.
- 4.** The roadside assistance service shall be arranged up to the limit referred to in Article 4 paragraph 1 item 1.3.

Substitute vehicle

Article 8

- 1.** The user shall be entitled to the substitute vehicle benefit only once during the time coverage, in the event of a breakdown or traffic accident, when the vehicle cannot be made drivable on the same day.
- 2.** The user may use a substitute vehicle only during vehicle repairs in a workshop or service centers.
- 3.** A substitute vehicle service includes the following on-site activities:
 - 3.1. arranging** for a substitute vehicle;
 - 3.2. vehicle delivery** to the vehicle collection location or transportation of the user to the location of the substitute vehicle, and the delivery costs shall be included in the vehicle transport service limit referred to in Article 4 paragraph 1 item 1.3;
 - 3.3. substitute vehicle rental** up to the limit referred to in Article 4 paragraph 1 item 1.4.

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4. The user shall be entitled and required to request for a substitute vehicle on the day the user used the vehicle transport (towing) service or on the first following working day, if the user used the vehicle transport (towing) service on a non-working day (weekend, holiday, etc.).
5. To make the substitute vehicle service available to the user, the user shall submit a confirmation from the service center as proof that the vehicle cannot be repaired on the same day.
6. The user shall use the substitute vehicle services as defined in the lessor's general terms.
7. The user undertakes to cover all expenses incurred by the substitute vehicle provider during the use of the substitute vehicle, which expenses are not included in the benefits in accordance with Article 4 paragraph 1 of these General Terms i.e. are not prescribed by these General Terms, irrespective of the time of occurrence of such costs, including but not limited to: fuel, traffic violation fines, compensation for damage or repairs to the vehicle and/or equipment, compensation for loss of equipment, parts, documents or vehicle keys, or vehicle theft or embezzlement, pay tolls, etc.

Alternative transportation

Article 9

1. The user shall be entitled to the alternative transportation benefit (taxi, bus, train, plane) only once during the time coverage.
2. The user may use the alternative transportation benefit if the vehicle is not drivable, in the case of a breakdown or traffic accident, and cannot be repaired on the same day.
3. Alternative transportation shall be arranged for all passengers in the vehicle and the driver up to the limit referred to in Article 4 paragraph 1 item 1.5.
4. The costs for passenger transportation to the location of the alternative transportation shall be calculated in the alternative transportation service limit referred to in Article 4 paragraph 2 item 1.5. of these General Terms.

Fuel delivery

Article 10

1. The user shall use the fuel delivery benefit multiple times during the time coverage in case the vehicle cannot be put into motion or continue the journey due to a breakdown caused by a lack of fuel.
2. ORYX undertakes to arrange fuel delivery and shall bear the costs for the delivery of up to 20 liters of fuel. The fuel shall be delivered to the vehicle from a shop/workshop nearest to the place of the insured event.
3. The fuel costs shall be borne by the user.
4. The fuel delivery benefit shall be arranged up to the limit referred to in Article 4 paragraph 1 item 1.6. of these General Terms.

Drive Angel

Article 11

1. Drive Angel is a system/application that detects driving if the system is activated automatically or manually by the user and processes and analyzes data collected by the application in order to read the current driving status of the user. If the application algorithm determines that the parameters indicating a traffic accident have been reached, an automatic call shall be instantly made to the call center, containing crucial relevant information according to which the call center operators can immediately assess the alarm authenticity degree and, if necessary, based on the received information, contact the user or the relevant services (roadside assistance, firefighters, police and ambulance) for the purpose of arranging assistance activities.
2. The method of activating and running the Drive Angel system, as well as the limitations of the system in question, are defined in the General Rules and Terms of the Drive Angel application available at <https://driveangel.oryx-assistance.com/mk/>, which will be available to the user's smartphone after installing and activating the Drive Angel application on the smartphone. The General Rules and Terms of the Drive Angel application shall supplement these General Terms in terms of the use of the Drive Angel application.

Time coverage

Article 12

1. The Roadside Assistance service benefits prescribed by these General Terms shall be valid one year after the service agreement date, unless otherwise agreed. In case a service deactivation/cancellation order is submitted, the service shall be deactivated in accordance with the order.
2. The user shall become eligible for the benefits according to these General Terms once the Roadside Assistance service is activated, i.e. 24 hours upon concluding the agreement, unless otherwise agreed.
3. The Roadside Assistance service benefits shall cease after the 24th (twenty-fourth) hour of the day which in the activation order is specified as the coverage end day, unless otherwise agreed.

Territorial coverage

Article 13

1. The Roadside Assistance service benefits and limits referred to in Article 4 paragraph 1 of these General Terms shall be valid on the territory of the Republic of North Macedonia and shall refer to the road

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network that provides normal accessibility to the location where the vehicle broke down.

Exclusion of ORYX Liability

Article 14

1. ORYX's obligation to provide roadside assistance service shall be excluded:
 - 1.1. if the user has violated any of the obligations referred to in Article 3 or the insured event occurred as the result of a deliberate action by the user;
 - 1.2. if the Roadside Assistance services has not been arranged via the ORYX call center, i.e. if the insured event has not been reported to the ORYX call center or a report has not been prepared immediately after the occurrence of the insured event;
 - 1.3. if the user requests transportation of a vehicle that is uninsured, unregistered or does not have a valid registration certificate;
 - 1.4. if the insured event occurred due to war events or actions similar to war, riots, revolutions, civil disturbances, uprisings, social unrest, radiation, strikes, demonstrations, terrorist acts or sabotage, earthquakes, detonations of explosives, violence or other similar events;
 - 1.5. if at the time of occurrence of the insured events the vehicle was driven by a person without a proper driver's license;
 - 1.6. if at the time of occurrence of the insured events the vehicle was driven by a person without the knowledge and approval of the vehicle owner or by a person who illegally acquired possession of the vehicle;
 - 1.7. if the user has participated in betting, crime and fights, as well as other criminal acts;
 - 1.8. if the user has participated in competitions and races in order to reach the highest or highest average speed, including training;
 - 1.9. if the user's driving ability was significantly reduced making them unable to drive the vehicle safely, and especially if at the time of the insured event they were under the influence of alcohol, drugs, psychoactive drugs or other psychoactive substances.
2. The user who allowed the vehicle to be driven by a person in the situations referred to in the previous paragraph of this Article shall lose the rights arising from the Roadside Assistance service.

Data collection and processing

Article 15

1. The users' personal data collected during the signing of the agreement that entitles the users to the Roadside Assistance service benefits, shall be

sent by A1 to ORYX for the purpose of activating and carrying out the benefit providing service.

2. If the user requests assistance based on these General Terms, ORYX as the service provider shall process the user's personal data specified in these General Terms, which are necessary for providing the assistance service. Data shall be processed in accordance with the data protection policy stated in the ORYX Privacy Statement, available on the ORYX Assistance website.
3. During the use of service benefits, the user shall be informed that their conversations with the call center may be recorded for the purpose of internal tracking of communication with users, providing service benefits, improving the quality of the service provided, resolving reported events, as well as in the case of complaints as evidence in court proceedings in the case of dispute etc.
4. The user shall, with unambiguous identification, notify the partner and ORYX of any change in identification data, such as name and surname, residential address, etc., within 15 (fifteen) days from the occurrence of such change. Otherwise, ORYX shall not be responsible for any failure to provide the benefits subject to these General Terms.

Filing complaints and dispute resolution

Article 16

1. Persons who derive their legal interest from the Roadside Assistance service, concluded in accordance with these General Terms, may, within 30 (thirty) days from the day of using the benefits, file complaints arising from or relating to the above, primarily in writing to ORIX GROUP MKD dooel Skopje, at Sts Cyril and Methodius str. 20, 1000 Skopje, or via e-mail at prigovori@oryx-assistance.com. These complaints shall reliably show the content, the complainant's signature and the time of sending the complaint.
2. The complaint must contain all the underlying facts and evidence.
3. The answer regarding the complaint validity shall be made within 15 (fifteen) days from the date of filing the complaint.
4. In the event of a legal dispute that may arise from the interpretation, implementation or fulfillment of the obligations arising from these General Terms, the parties shall agree the subject matter jurisdiction in the Republic of North Macedonia and Macedonian law shall be applied.

Other provisions

Article 17

1. The provisions of these General Terms may be subject to change, and such changed terms shall be

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published as soon as they enter into force, unless otherwise specified.

2. These General Terms shall become effective as of 01.07.2023.

Roadside Assistance – Region

CALL CENTER 0800 22 202
International Call Center (+ 389 23 204 032)

Introductory provisions

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least 4 wheels, which, in addition to the driver's seat, has a maximum of 8 seats (M1 category) and any motor vehicle for transport of goods whose maximum mass does not exceed 3.5 tons (N1 category), which is duly registered and has a valid registration certificate.

- 1.6. **"Lessor"** - any legal entity that performs vehicle leasing activity, with which ORYX has an agreed cooperation for vehicle leasing in accordance with these General Terms or ORYX itself in the event that ORYX leases its own vehicle.
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- 1.2. negligent vehicle steering, which made it impossible to drive the vehicle or to drive it safely;
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Roadside Assistance service benefits

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 - 1.2. **Road assistance service (vehicle repair)** up to a maximum total amount of MKD 12,500.00;
 - 1.3. **vehicle transport** service up to a maximum total amount of MKD 23,000.00;
 - 1.4. use of **substitute passenger vehicle** in the event of a traffic accident or breakdown, for a maximum of 2 days, up to a total amount of MKD 3,100.00 per day;
 - 1.5. **alternative transportation** service for the driver and passengers up to a maximum total amount of MKD 9,000.00;
 - 1.6. **hotel accommodation** for the vehicle driver and passengers for a maximum of 3 days, up to a total amount of MKD 3,100.00 per day and per person;
 - 1.7. unlimited use of **fuel delivery** services;
 - 1.8. unlimited use of the **Drive Angel app**
2. To avoid any ambiguity, the costs of pulling out a vehicle are not included in the intervention price.

3. All service benefits shall be free for the users up to the amount referred to in paragraph 1 of this Article. If users use these services over the limit or use services that are not listed above, they may use such services by paying for them directly to ORYX at prices provided in the pricelist valid at the time of intervention.

Manner of using benefits

Article 5

1. The user may use the envisaged benefits up to the limit set forth in Article 4 paragraph 1 of these General Terms, provided that the user was driving the vehicle when the need for service occurred or that they were in the vehicle, that the vehicle was participating in traffic and if by calling the domestic call center 0800 22 202 or the international call center (+389 23 204 032) (for calls from abroad) available round the clock, 365 days a year, and if they asked for road assistance and waited for provision of services.
2. When calling for assistance, the user shall be required to present themselves with the following information:
 - 2.1 MSISDN;
 - 2.2 name and surname;
 - 2.3 vehicle license plate;
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 - 2.6 mobile phone number, if the user has a mobile phone;
 - 2.7 the most precise possible vehicle location and breakdown description;
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- user undertakes to do everything in their power to shed light on the insured event, and in particular to truthfully and completely answer the questions about the circumstances of the insured event. Otherwise, the user shall be subject to material and criminal liability for inappropriate behavior.
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assessed that the vehicle breakdowns could be repaired in a certain way.

3. Once the operational technical team arrives at the location of the intervention, they shall proceed with diagnosing the breakdown. Upon diagnosing the breakdown, if estimated that its repair is possible on the site, the vehicle shall be repaired on the road.
4. Roadside technical assistance includes:
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 - 4.4. **battery replacement or charging**;
 - 4.5. **unlocking** a locked vehicle (mechanical, electronic).
5. Vehicle repair in some cases may void the manufacturer's warranty. The list of such operations depends on the vehicle manufacturer. Before starting the repair, the expert technical team will inform the user about the operations that need to be performed and will particularly emphasize if such operations on the site void the vehicle warranty. In such cases, the team proceeds with the operations after obtaining prior consent from the user. Otherwise, the user may activate the vehicle transport service in accordance with Article 7 of these General Terms.
6. In the event of installing/replacing parts or refueling during the repair, the installed parts and the fuel shall not be included in the coverage and their cost shall be borne by the user at the market price of those parts and fuel.
7. If the intervention team at the incident site determines that it is not possible to repair the vehicle and that no repair has been carried out to the vehicle, the user can use the vehicle transport benefit and it will be considered that the vehicle repair benefit is not used.
8. Costs for tolls, bridge tolls, ferries, etc. incurred by the ORYX intervention vehicle during the provision of such benefit shall be included in the intervention price, i.e. shall be included in the calculation of the Roadside Assistance benefit fees referred to in Article 4 paragraph 1 item 1.2 of these General Terms.
9. The roadside assistance service shall be arranged up to the limit referred to in Article 4 paragraph 1 item 1.2.

Vehicle transport

Article 7

1. The user shall use the vehicle transport benefit multiple times in case of an insured event referred to in Article 2 of these General Terms.
2. Vehicle transport service shall include:
 - 2.1. **arriving** at the intervention site;
 - 2.2. **loading** the vehicle on an intervention vehicle (tow truck);

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- 2.3. transporting (towing)** of the vehicle;
2.4. unloading the vehicle.
3. Costs for tolls, bridge tolls, ferries, etc. incurred by the ORYX intervention vehicle during the provision of this service shall be included in the intervention price, i.e. shall be included in the calculation of the vehicle towing benefit fee referred to in Article 4 paragraph 1 item 1.3 of these General Terms.
 4. The roadside assistance service shall be arranged up to the limit referred to in Article 4 paragraph 1 item 1.3.

Substitute vehicle

Article 8

1. The user shall be entitled to the substitute vehicle benefit only once during the time coverage, in the event of a breakdown or traffic accident, when the vehicle cannot be made drivable on the same day.
2. The user may use a substitute vehicle only during vehicle repairs in a workshop or service centers.
3. A substitute vehicle service includes the following on-site activities:
 - 3.1. **arranging** for a substitute vehicle;
 - 3.2. vehicle **delivery** to the vehicle collection location or transportation of the user to the location of the substitute vehicle, and the delivery costs shall be included in the vehicle transport service limit referred to in Article 4 paragraph 1 item 1.3;
 - 3.3. **substitute vehicle rental** up to the limit referred to in Article 4 paragraph 1 item 1.4.
4. The user shall be entitled and required to request for a substitute vehicle on the day the user used the vehicle transport (towing) service or on the first following working day, if the user used the vehicle transport (towing) service on a non-working day (weekend, holiday, etc.).
5. To make the substitute vehicle service available to the user, the user shall submit a confirmation from the service center as proof that the vehicle cannot be repaired on the same day.
6. The user shall use the substitute vehicle services as defined in the lessor's general terms.
7. The user undertakes to cover all expenses incurred by the substitute vehicle provider during the use of the substitute vehicle, which expenses are not included in the benefits in accordance with Article 4 paragraph 1 of these General Terms i.e. are not prescribed by these General Terms, irrespective of the time of occurrence of such costs, including but not limited to: fuel, traffic violation fines, compensation for damage or repairs to the vehicle and/or equipment, compensation for loss of equipment, parts, documents or vehicle keys, or vehicle theft or embezzlement, pay tolls, etc.

Alternative transportation

Article 9

1. The user shall be entitled to the alternative transportation benefit (taxi, bus, train, plane) only once during the time coverage.
2. The user may use the alternative transportation benefit if the vehicle is not drivable, in the case of a breakdown or traffic accident, and cannot be repaired on the same day.
3. Alternative transportation shall be arranged for all passengers in the vehicle and the driver up to the limit referred to in Article 4 paragraph 1 item 1.5.
4. The costs for passenger transportation to the location of the alternative transportation shall be calculated in the alternative transportation service limit referred to in Article 4 paragraph 2 item 1.5. of these General Terms.

Accommodation

Article 10

1. The user shall be entitled to three-day accommodation benefit only once during the time coverage.
2. The user may use the accommodation benefit if the vehicle is not drivable, in the case of a breakdown or traffic accident, and cannot be repaired on the same day.
3. Accommodation shall be arranged for all passengers in the vehicle and the driver up to the limit referred to in Article 4 paragraph 1 item 1.6.
4. If the single costs for accommodation exceed those referred to in Article 4 paragraph 1 item 1.6, the user shall bear all accommodation costs, and upon receipt of the invoice, ORYX shall make a refund up to the limit of Article 4 paragraph 1 point 1.6.
5. The costs for passenger transportation to the accommodation location shall be calculated in the accommodation service limit referred to in Article 4 paragraph 1 item 1.6. of these General Terms.
6. The user shall use accommodation services as defined in the General Terms of the accommodation provider

Fuel delivery

Article 11

1. The user shall be entitled to use the fuel delivery benefit multiple times during the time coverage in case the vehicle cannot be put into motion or continue the journey due to a breakdown caused by a lack of fuel.
2. ORYX undertakes to arrange fuel delivery and shall bear the costs for the delivery of up to 20 liters of fuel. The fuel shall be delivered to the vehicle from a shop/workshop nearest to the place of the insured event.
3. The fuel costs shall be borne by the user.
4. The fuel delivery benefit shall be arranged up to the limit referred to in Article 4 paragraph 1 item 1.7. of these General Terms.

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Drive Angel

Article 12

1. Drive Angel is a system/application that detects driving if the system is activated automatically or manually by the user and processes and analyzes data collected by the application in order to read the current driving status of the user. If the application algorithm determines that the parameters indicating a traffic accident have been reached, an automatic call shall be instantly made to the call center, containing crucial relevant information according to which the call center operators can immediately assess the alarm authenticity degree and, if necessary, based on the received information, contact the user or the relevant services (roadside assistance, firefighters, police and ambulance) for the purpose of arranging assistance activities.
2. The method of activating and running the Drive Angel system, as well as the limitations of the system in question, are defined in the General Rules and Terms of the Drive Angel application available at <https://driveangel.oryx-assistance.com/mk/>, which will be available to the user's smartphone after installing and activating the Drive Angel application on the smartphone. The General Rules and Terms of the Drive Angel application shall supplement these General Terms in terms of the use of the Drive Angel application.

Time coverage

Article 13

1. The Roadside Assistance service benefits prescribed by these General Terms shall be valid one year after the service agreement date, unless otherwise agreed. In case a service deactivation/cancellation order is submitted, the service shall be deactivated in accordance with the order.
2. The user shall become eligible for the benefits according to these General Terms once the Roadside Assistance service is activated, i.e. 24 hours upon concluding the agreement, unless otherwise agreed.
3. The Roadside Assistance service benefits shall cease after the 24th (twenty-fourth) hour of the day which in the activation order is specified as the coverage end day, unless otherwise agreed.

Territorial coverage

Article 14

1. The Roadside Assistance service benefits and limits referred to in Article 4 paragraph 1 of these General Terms shall be valid on the territory of Albania, Bosnia and Herzegovina, Bulgaria, Greece, Kosovo, North Macedonia, Serbia, Croatia and Montenegro and shall refer to the road

network that provides normal accessibility to the location where the vehicle broke down.

Exclusion of ORYX Liability

Article 15

1. ORYX's obligation to provide roadside assistance service shall be excluded:
 - 1.1. if the user has violated any of the obligations referred to in Article 3 or the insured event occurred as the result of a deliberate action by the user;
 - 1.2. if the Roadside Assistance services has not been arranged via the ORYX call center, i.e. if the insured event has not been reported to the ORYX call center or a report has not been prepared immediately after the occurrence of the insured event;
 - 1.3. if the user requests transportation of a vehicle that is uninsured, unregistered or does not have a valid registration certificate;
 - 1.4. if the insured event occurred due to war events or actions similar to war, riots, revolutions, civil disturbances, uprisings, social unrest, radiation, strikes, demonstrations, terrorist acts or sabotage, earthquakes, detonations of explosives, violence or other similar events;
 - 1.5. if at the time of occurrence of the insured events the vehicle was driven by a person without a proper driver's license;
 - 1.6. if at the time of occurrence of the insured events the vehicle was driven by a person without the knowledge and approval of the vehicle owner or by a person who illegally acquired possession of the vehicle;
 - 1.7. if the user has participated in betting, crime and fights, as well as other criminal acts;
 - 1.8. if the user has participated in competitions and races in order to reach the highest or highest average speed, including training;
 - 1.9. if the user's driving ability was significantly reduced making them unable to drive the vehicle safely, and especially if at the time of the insured event they were under the influence of alcohol, drugs, psychoactive drugs or other psychoactive substances.
2. The user who allowed the vehicle to be driven by a person in the situations referred to in the previous paragraph of this Article shall lose the rights arising from the Roadside Assistance service.

Data collection and processing

Article 16

1. The users' personal data collected during the signing of the agreement that entitles the users to the Roadside Assistance service benefits, shall be

GENERAL TERMS AND BENEFITS OF THE ROADSIDE ASSISTANCE SERVICE

sent by A1 to ORYX for the purpose of activating and carrying out the benefit providing service.

2. If the user requests assistance based on these General Terms, ORYX as the service provider shall process the user's personal data specified in these General Terms, which are necessary for providing the assistance service. Data shall be processed in accordance with the data protection policy stated in the ORYX Privacy Statement, available on the ORYX Assistance website.
3. During the use of service benefits, the user shall be informed that their conversations with the call center may be recorded for the purpose of internal tracking of communication with users, providing service benefits, improving the quality of the service provided, resolving reported events, as well as in the case of complaints as evidence in court proceedings in the case of dispute etc.
4. The user shall, with unambiguous identification, notify the partner and ORYX of any change in identification data, such as name and surname, residential address, etc., within 15 (fifteen) days from the occurrence of such change. Otherwise, ORYX shall not be responsible for any failure to provide the benefits subject to these General Terms.

published as soon as they enter into force, unless otherwise specified.

2. These General Terms shall become effective as of 01.07.2023.

Filing complaints and dispute resolution

Article 17

1. Persons who derive their legal interest from the Roadside Assistance service, concluded in accordance with these General Terms, may, within 30 (thirty) days from the day of using the benefits, file complaints arising from or relating to the above, primarily in writing to ORIX GROUP MKD doel Skopje, at Sts Cyril and Methodius str. 20, 1000, or via e-mail at prigovori@oryx-assistance.com. These complaints shall reliably show the content, the complainant's signature and the time of sending the complaint.
2. The complaint must contain all the underlying facts and evidence.
3. The answer regarding the complaint validity shall be made within 15 (fifteen) days from the date of filing the complaint.
4. In the event of a legal dispute that may arise from the interpretation, implementation or fulfillment of the obligations arising from these General Terms, the parties shall agree the subject matter jurisdiction in the Republic of North Macedonia and Macedonian law shall be applied.

Other provisions

Article 18

1. The provisions of these General Terms may be subject to change, and such changed terms shall be

Roadside Assistance – Europe

GENERAL TERMS AND BENEFITS OF THE ROADSIDE ASSISTANCE SERVICE

CALL CENTER 0800 22 202

International Call Center (+389 23 204 032)

Introductory provisions

Article 1

1. The terms used in these General Terms and Benefits of the Roadside Assistance service (hereinafter: General Terms) shall have the following meanings:
 - 1.1. **"ORYX"** - the company ORIX GROUP MKD doel Skopje, having its registered office at Sts Cyril and Methodius str. 20, 1000 Skopje, CRN: 7283806, which arranges and/or provides unique benefits of the Roadside Assistance service;
 - 1.2. **"ORYX"** and **"ORYX Assistance"** - the trade name and brand under which ORYX arranges and provides unique benefits of the Roadside Assistance service;
 - 1.3. **"A1 Makedonija"** - Communication services company A1 Makedonija DOOEL Skopje, with registered office in Skopje, Presveta Bogorodica Square 1, 1000 Skopje, CRN: 7068310, which, on behalf and for the account of ORYX, concludes an agreement with users of the Roadside Assistance service;
 - 1.4. **"User"** - any natural person and/or legal entity who have concluded an agreement through A1 Makedonija for Roadside Assistance service and to whom the rights arising from these General Terms belong;
 - 1.5. **"Vehicle"** - any passenger motor vehicle intended for transport of persons with at least 4 wheels, which, in addition to the driver's seat, has a maximum of 8 seats (M1 category) and any motor vehicle for transport of goods whose maximum mass does not exceed 3.5 tons (N1 category), which is duly registered and has a valid registration certificate;
 - 1.6. **"Lessor"** - any legal entity that performs vehicle leasing activity, with which ORYX has an agreed cooperation for vehicle leasing in accordance with these General Terms or ORYX itself in the event that ORYX leases its own vehicle.
 - 1.7. **"Vehicle rental reservation"** - any entry in the lessor's records, with which ORYX on behalf of the user, under his/her name, surname and other data requested at that moment, expresses the desire and intention to lease a certain class of vehicle from the lessor at a certain time, day and place (time, date and place of taking over the vehicle), and to return the vehicle to the lessor at a certain time, date and place (time, date and place of returning the vehicle). The lessor shall draw up a lease agreement in the name of the user

if the leased vehicle is in the name of the user who is to sign the lease agreement.

2. The following general provisions apply to all benefits of the Roadside Assistance service:
 - 2.1. Users who are natural persons can use the benefits of the Roadside Assistance service provided that they were in the vehicle at the time of the accident, regardless of whether they are the owners of the vehicle, drivers or passengers. In the case of a user who is a legal entity, the benefits of the Roadside Assistance service can be used by the person-user of MSISDN on which the Roadside Assistance service has been activated and provided that this person was in the vehicle at the time of the accident.
 - 2.2. All amounts, i.e. limits of individual benefits indicated in these General Terms, expressed in monetary units, shall be gross amounts, i.e. they include any tax, additional tax, contribution and legal fee.

Insured event

Article 2

1. Contingencies that occur beyond the will of the user and that entitle the user to the benefits provided for in these General Terms are as follows:
 - 1.1. incident/accident due to which the vehicle is not drivable or it is impossible to drive the vehicle safely;
 - 1.2. negligent vehicle steering, which made it impossible to drive the vehicle or to drive it safely;
 - 1.3. a technical malfunction of the vehicle due to which the vehicle is not drivable or the driving has become unsafe or life threatening, and
 - 1.4. an external factor that made it impossible to move the vehicle or drive it safely (collectively referred to as insured event(s)).

User obligations

Article 3

1. The User shall:
 - 1.1. request road assistance services via the ORYX call center immediately after the insured event took place, and follow all their instructions and take all the necessary measures with the aim of reducing the extent of the damage;
 - 1.2. be on the location where the service is to be provided (except in the case of injury that requires emergency medical assistance);
 - 1.3. report in writing within 30 days from the occurrence of the insured event that may result in payment or compensation by ORYX.

Roadside Assistance service benefits

Article 4

GENERAL TERMS AND BENEFITS OF THE ROADSIDE ASSISTANCE SERVICE

1. When an insured event takes place, the user shall be eligible for the following benefits within the period of 1 (one) year in line with the time coverage of Article 12 of these General Terms:
 - 1.1. **call center** service where the user can report an insured event and get information about the Roadside Assistance service and its benefits at any time, all year round (24-7-365);
 - 1.2. **Road assistance service (vehicle repair)** up to a total amount of MKD 17,000.00;
 - 1.3. **vehicle transport** service up to a total amount of MKD 34,000.00;
 - 1.4. use of **substitute passenger vehicle** in the event of a traffic accident or breakdown, for a maximum of 3 days up to a total amount of MKD 3,100.00 per day;
 - 1.5. **alternative transportation** service for the driver and passengers up to a maximum total amount of MKD 18,000.00;
 - 1.6. **hotel accommodation** for the driver and passengers in the vehicle, for a maximum of 4 days, up to MKD 3,100.00 per day per person;
 - 1.7. unlimited use of **fuel delivery** services;
 - 1.8. unlimited use of the **Drive Angel app**
2. To avoid any ambiguity, the costs of pulling out a vehicle are not included in the intervention price.
3. All service benefits shall be free for the users up to the amount referred to in paragraph 1 of this Article. If users use these services over the limit or use services that are not listed above, they may use such services by paying for them directly to ORYX at prices provided in the pricelist valid at the time of intervention.

Manner of using benefits
Article 5
 1. The user may use the envisaged benefits up to the limit set forth in Article 4 paragraph 1 of these General Terms, provided that the user was driving the vehicle when the need for service occurred or that they were in the vehicle, that the vehicle was participating in traffic and if by calling the domestic call center 0800 22 202 or the international call center (+389 23 204 032) available round the clock, 365 days a year, and if they asked for road assistance and waited for provision of services.
2. When calling for assistance, the user shall be required to present themselves with the following information:
 - 2.1 MSISDN;
 - 2.2 name and surname;
 - 2.3 vehicle license plate;
 - 2.4 VIN (chassis number);
 - 2.5 vehicle type and brand;
 - 2.6 mobile phone number, if the user has a mobile phone;
 - 2.7 the most precise possible vehicle location and breakdown description;
 - 2.8 other data that the call center operator requests as needed.
3. The operator has the right to refuse to provide assistance if the user fails to provide the above-mentioned data.
4. ORYX undertakes to use reasonable skill and care in providing the benefit of its services, but cannot make sure that the services work without interruptions, delays or imperfections. Provided that ORYX applied reasonable skill and care, it shall not be responsible for:
 - 4.1 any delays arising from external factors beyond ORYX control (including, but not limited to, meteorological phenomena, traffic jams, etc.), which may hinder the provision of benefits and implementation of these General Terms;
 - 4.2 damages not caused by violation of these General Terms by ORYX or through other actions, as well as
 - 4.3 damages that neither the user nor ORYX could reasonably have foreseen at the time of entry into force of these General Terms.
5. Observing the conscientiousness and honesty principles, when reporting the insured event, the user undertakes to do everything in their power to shed light on the insured event, and in particular to truthfully and completely answer the questions about the circumstances of the insured event. Otherwise, the user shall be subject to material and criminal liability for inappropriate behavior.
6. If the sum of the total costs for the services provided exceeds the limit referred to in Article 4 paragraph 1 of these General Terms during the benefit validity period, i.e. during a 1 year period, the user shall, at the moment of exceeding the limit, settle the overruns of the specified amounts (amount over the limit). If the amount of other benefits requires the difference to be made up for in order to provide benefits to the user, and the user refuses to do so, ORYX shall not be obliged to provide the benefit in question.
7. If the on-site officer suspects the user's identity, the user must, while receiving all the benefits, identify themselves by presenting a personal document that undoubtedly confirms the user's identity.
8. Once the Roadside Assistance service is provided, the user shall receive an invoice form, which the user is required to sign, since it is a document that records the use of benefits from the Roadside Assistance service.
9. ORYX shall not reimburse any costs beyond the scope established in these General Terms.

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Furthermore, any monetary claim by the user shall be specifically excluded, since the purpose and nature of these General Terms is to arrange and provide assistance in kind, rather than paying compensation for events insured. Moreover, any claim by the user based on an inappropriate manner, quality or speed of a performed intervention shall also be excluded.

10. Services of substitute vehicle referred to in Article 8 and alternative transportation referred to in Article 9 may not be mutually combined - cumulated.

Road assistance (vehicle repair)

Article 6

1. The user shall use the roadside assistance benefit multiple times in case of an insured event referred to in Article 2 of these General Terms.
2. Upon requesting a Roadside Assistance benefit, the call center operator shall assess the type of service that needs to be provided to the user first. If the operator on duty has assessed that the intervention could be successfully completed by repairing the vehicle on the road, the operator on duty shall:
 - 2.1. send the nearest ORYX technical operational team to the location of the intervention;
 - 2.2. give the user technical instructions for repairing the breakdown over the phone if assessed that the vehicle breakdowns could be repaired in a certain way.
3. Once the operational technical team arrives at the location of the intervention, they shall proceed with diagnosing the breakdown. Upon diagnosing the breakdown, if estimated that its repair is possible on the site, the vehicle shall be repaired on the road.
4. Roadside technical assistance includes:
 - 4.1. **discharge** of wrong fuel;
 - 4.2. **refueling**;
 - 4.3. **replacement of wheels and tires**;
 - 4.4. **battery replacement or charging**;
 - 4.5. **unlocking** a locked vehicle (mechanical, electronic).
5. Vehicle repair in some cases may void the manufacturer's warranty. The list of such operations depends on the vehicle manufacturer. Before starting the repair, the expert technical team will inform the user about the operations that need to be performed and will particularly emphasize if such operations on the site void the vehicle warranty. In such cases, the team proceeds with the operations upon obtaining prior consent from the user. Otherwise, the user may activate the vehicle transport service in accordance with Article 7 of these General Terms.
6. In the event of installing/replacing parts or refueling during the repair, the installed parts and the fuel shall not be included in the coverage and

their cost shall be borne by the user at the market price of those parts and fuel.

7. If the intervention team at the incident site determines that it is not possible to repair the vehicle and that no repair has been carried out to the vehicle, the user can use the vehicle transport benefit and it will be considered that the vehicle repair benefit is not used.
8. Costs for tolls, bridge tolls, ferries, etc. incurred by the ORYX intervention vehicle during the provision of such benefit shall be included in the intervention price, i.e. shall be included in the calculation of the Roadside Assistance benefit fees referred to in Article 4 paragraph 1 item 1.2 of these General Terms.
9. The roadside assistance service shall be arranged up to the limit referred to in Article 4 paragraph 1 item 1.2.

Vehicle transport

Article 7

5. The user shall use the vehicle transport benefit multiple times in case of an insured event referred to in Article 2 of these General Terms.
6. Vehicle transport service shall include:
 - 6.1. **arriving** at the intervention site;
 - 6.2. **loading** the vehicle on an intervention vehicle (tow truck);
 - 6.3. **transporting (towing)** of the vehicle;
 - 6.4. **unloading** the vehicle.
7. Costs for tolls, bridge tolls, ferries, etc. incurred by the ORYX intervention vehicle during the provision of this service shall be included in the intervention price, i.e. shall be included in the calculation of the vehicle towing benefit fee referred to in Article 4 paragraph 1 item 1.3 of these General Terms.
8. The roadside assistance service shall be arranged up to the limit referred to in Article 4 paragraph 1 item 1.3.

Substitute vehicle

Article 8

1. The user shall be entitled to the substitute vehicle benefit only once during the time coverage, in the event of a breakdown or traffic accident, when the vehicle cannot be made drivable on the same day.
2. The user may use a substitute vehicle only during vehicle repairs in a workshop or service centers.
3. A substitute vehicle service includes the following on-site activities:
 - 3.1. **arranging** for a substitute vehicle;
 - 3.2. vehicle **delivery** to the vehicle collection location or transportation of the user to the location of the substitute vehicle, and the delivery costs shall be included in the vehicle transport service limit referred to in Article 4 paragraph 1 item 1.3;

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3.3. substitute vehicle rental up to the limit referred to in Article 4 paragraph 1 item 1.4.

4. The user shall be entitled and required to request for a substitute vehicle on the day the user used the vehicle transport (towing) service or on the first following working day, if the user used the vehicle transport (towing) service on a non-working day (weekend, holiday, etc.).
5. To make the substitute vehicle service available to the user, the user shall submit a confirmation from the service center as proof that the vehicle cannot be repaired on the same day.
6. The user shall use the substitute vehicle services as defined in the lessor's general terms.
7. The user undertakes to cover all expenses incurred by the substitute vehicle provider during the use of the substitute vehicle, which expenses are not included in the benefits in accordance with Article 4 paragraph 1 of these General Terms i.e. are not prescribed by these General Terms, irrespective of the time of occurrence of such costs, including but not limited to: fuel, traffic violation fines, compensation for damage or repairs to the vehicle and/or equipment, compensation for loss of equipment, parts, documents or vehicle keys, or vehicle theft or embezzlement, pay tolls, etc.

Alternative transportation

Article 9

1. The user shall be entitled to the alternative transportation benefit (taxi, bus, train, plane) only once during the time coverage.
2. The user may use the alternative transportation benefit if the vehicle is not drivable, in the case of a breakdown or traffic accident, and cannot be repaired on the same day.
3. Alternative transportation shall be arranged for all passengers in the vehicle and the driver up to the limit referred to in Article 4 paragraph 1 item 1.5.
4. The costs for passenger transportation to the location of the alternative transportation shall be calculated in the alternative transportation service limit referred to in Article 4 paragraph 2 item 1.5. of these General Terms.

Accommodation

Article 10

1. The user shall be entitled to four-day accommodation benefit only once during the time coverage.
2. The user may use the accommodation benefit if the vehicle is not drivable, in the case of a breakdown or traffic accident, and cannot be repaired on the same day.
3. Accommodation shall be arranged for all passengers in the vehicle and the driver up to the limit referred to in Article 4 paragraph 1 item 1.6.

4. If the single costs for accommodation exceed those referred to in Article 4 paragraph 1 item 1.6, the user shall bear all accommodation costs, and upon receipt of the invoice, ORYX shall make a refund up to the limit of Article 4 paragraph 1 point 1.6.
5. The costs for passenger transportation to the accommodation location shall be calculated in the accommodation service limit referred to in Article 4 paragraph 1 item 1.6. of these General Terms.
6. The user shall use accommodation services as defined in the General Terms of the accommodation provider

Fuel delivery

Article 11

1. The user shall be entitled to use the fuel delivery benefit multiple times during the time coverage in case the vehicle cannot be put into motion or continue the journey due to a breakdown caused by a lack of fuel.
2. ORYX undertakes to arrange fuel delivery and shall bear the costs for the delivery of up to 20 liters of fuel. The fuel shall be delivered to the vehicle from a shop/workshop nearest to the place of the insured event.
3. The fuel costs shall be borne by the user.
4. The fuel delivery benefit shall be arranged up to the limit referred to in Article 4 paragraph 1 item 1.7. of these General Terms.

Drive Angel

Article 12

1. Drive Angel is a system/application that detects driving if the system is activated automatically or manually by the user and processes and analyzes data collected by the application in order to read the current driving status of the user. If the application algorithm determines that the parameters indicating a traffic accident have been reached, an automatic call shall be instantly made to the call center, containing crucial relevant information according to which the call center operators can immediately assess the alarm authenticity degree and, if necessary, based on the received information, contact the user or the relevant services (roadside assistance, firefighters, police and ambulance) for the purpose of arranging assistance activities.
2. The method of activating and running the Drive Angel system, as well as the limitations of the system in question, are defined in the General Rules and Terms of the Drive Angel application available at <https://driveangel.oryx-assistance.com/mk/>, which will be available to the user's smartphone after installing and activating the Drive Angel application on the smartphone. The General Rules and Terms of the Drive Angel

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application shall supplement these General Terms in terms of the use of the Drive Angel application.

Time coverage

Article 13

1. The Roadside Assistance service benefits prescribed by these General Terms shall be valid one year after the service agreement date, unless otherwise agreed. In case a service deactivation/cancellation order is submitted, the service shall be deactivated in accordance with the order.
2. The user shall become eligible for the benefits according to these General Terms once the Roadside Assistance service is activated, i.e. 24 hours upon concluding the agreement, unless otherwise agreed.
3. The Roadside Assistance service benefits shall cease after the 24th (twenty-fourth) hour of the day which in the activation order is specified as the coverage end day, unless otherwise agreed.

Territorial coverage

Article 14

1. The user can use the Roadside Assistance Europe service in such a way that in the event of an insured event referred to in Article 2 of these General Terms, the user shall be entitled to the services prescribed in Article 4 paragraph 1 of these General Terms.
2. The term Europe shall refer to the geographical term Europe and cover the following countries: Austria, Albania, Andorra, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Germany, Gibraltar, Greece, Denmark, Estonia, Ireland, Iceland, Italy, Cyprus, Kosovo, Latvia, Lithuania, Liechtenstein, Luxembourg, Malta, Moldova, Monaco, Norway, the United Kingdom, Poland, Portugal, Romania, Russia (up to 50 km outside of Saint Petersburg, Moscow, Rostov on Don, Tolyatti, Perm), San Marino, North Macedonia, Slovakia, Slovenia, Serbia, Turkey, Ukraine, Hungary, Finland, France, the Netherlands, Croatia, Montenegro, Czech Republic, Switzerland, Sweden, Spain.

Exclusion of ORYX Liability

Article 15

1. ORYX's obligation to provide roadside assistance service shall be excluded:
 - 1.1. if the user has violated any of the obligations referred to in Article 3 or the insured event occurred as the result of a deliberate action by the user;
 - 1.2. if the Roadside Assistance services has not been arranged via the ORYX call center, i.e. if the insured event has not been reported to the ORYX call center or a report has not been

prepared immediately after the occurrence of the insured event;

- 1.3. if the user requests transportation of a vehicle that is uninsured, unregistered or does not have a valid registration certificate;
 - 1.4. if the insured event occurred due to war events or actions similar to war, riots, revolutions, civil disturbances, uprisings, social unrest, radiation, strikes, demonstrations, terrorist acts or sabotage, earthquakes, detonations of explosives, violence or other similar events;
 - 1.5. if at the time of occurrence of the insured events the vehicle was driven by a person without a proper driver's license;
 - 1.6. if at the time of occurrence of the insured events the vehicle was driven by a person without the knowledge and approval of the vehicle owner or by a person who illegally acquired possession of the vehicle;
 - 1.7. if the user has participated in betting, crime and fights, as well as other criminal acts;
 - 1.8. if the user has participated in competitions and races in order to reach the highest or highest average speed, including training;
 - 1.9. if the user's driving ability was significantly reduced making them unable to drive the vehicle safely, and especially if at the time of the insured event they were under the influence of alcohol, drugs, psychoactive drugs or other psychoactive substances.
2. The user who allowed the vehicle to be driven by a person in the situations referred to in the previous paragraph of this Article shall lose the rights arising from the Roadside Assistance service.

Data collection and processing

Article 16

1. The users' personal data collected during the signing of the agreement that entitles the users to the Roadside Assistance service benefits, shall be sent by A1 to ORYX for the purpose of activating and carrying out the benefit providing service.
2. If the user requests assistance based on these General Terms, ORYX as the service provider shall process the user's personal data specified in these General Terms, which are necessary for providing the assistance service. Data shall be processed in accordance with the data protection policy stated in the ORYX Privacy Statement, available on the ORYX Assistance website.
3. During the use of service benefits, the user shall be informed that their conversations with the call center may be recorded for the purpose of internal tracking of communication with users, providing service benefits, improving the quality of the service provided, resolving reported events, as well

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as in the case of complaints as evidence in court proceedings in the case of dispute etc.

4. The user shall, with unambiguous identification, notify the partner and ORYX of any change in identification data, such as name and surname, residential address, etc., within 15 (fifteen) days from the occurrence of such change. Otherwise, ORYX shall not be responsible for any failure to provide the benefits subject to these General Terms.

Filing complaints and dispute resolution

Article 17

1. Persons who derive their legal interest from the Roadside Assistance service, concluded in accordance with these General Terms, may, within 30 (thirty) days from the day of using the benefits, file complaints arising from or relating to the above, primarily in writing to ORIX GROUP MKD doel Skopje, at Sts Cyril and Methodius str. 20, 1000 Skopje, or via e-mail at prigovori@oryx-assistance.com. These complaints shall reliably show the content, the complainant's signature and the time of sending the complaint.
2. The complaint must contain all the underlying facts and evidence.
3. The answer regarding the complaint validity shall be made within 15 (fifteen) days from the date of filing the complaint.
4. All disputes arising from the Roadside Assistance service agreement or relating thereto, including disputes relating to the validity of its creation, its violation or termination, as well as the legal consequences arising therefrom, may be referred to reconciliation before one of the reconciliation institutions in the Republic of North Macedonia.
5. In the event of a legal dispute that may arise from the interpretation, implementation or fulfillment of the obligations arising from these General Terms, the parties shall agree the subject matter jurisdiction in the Republic of North Macedonia and Macedonian law shall be applied.

Other provisions

Article 18

1. The provisions of these General Terms may be subject to change, and such changed terms shall be published as soon as they enter into force, unless otherwise specified.
2. These General Terms shall become effective as of 01.07.2023.