1. These General Terms and Conditions of Use of the "DriveAngel" application govern relations between the company ZUBAK GROUP Ltd. on the one hand, and the users of the DriveAngel application (hereinafter the Application) on the other hand.

2. If the context does not require otherwise, the particular words and expressions in terms of these terms and conditions have the following meaning:
   2.1. "ZUBAK GROUP" is the company ZUBAK GROUP Ltd., with registered seat in Velika Gorica, Zagrebačka 117, personal identification number (PIN): 39135989747;
   2.2. "ORYX" and/or "ORYX Assistance" is the commercial name and brand of technical roadside service or assistance provided by ZUBAK GROUP;
   2.3. "User" is a natural or legal person who, using the ORYX Assistance product, installing the Application and accepting these General Terms and Conditions, gets the right to use the DriveAngel application;
   2.4. "Application" is the application "DriveAngel", i.e. alarm service system in the event of a traffic accident;
   2.5. "Traffic Accident" is a road event involving at least one moving vehicle and at least one person injured, or material damage caused;
   2.6. "Contact and/or Call Center" is an ORYX communications center that receives the 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" means these General terms and any subsequent amendments thereto;
   2.8. "Territory" means the territory of the Republic of Croatia or Bosnia and Herzegovina or Slovenia (depending on territory where the application was installed).

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. Applicable regulations of the Republic of Croatia shall apply to all the relations between the company ZUBAK GROUP Ltd. and the User, which are not regulated by these General Terms and Conditions.

USE OF APPLICATION

5. The application is a system or service for alarming relevant legal or natural persons intended for drivers in the event of a traffic accident occurring on the territory of the Republic of Croatia or Bosnia and Herzegovina or Slovenia (depending on territory where the application was installed).

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 user's information.

With the communication taking place between computer systems without human intervention, the information comes to the right place as soon as possible reducing the human error factor in reporting the details of the situation.

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

8. A person using ORYX Assistance products becomes a user of the Application 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 activate and be put into operation, the user can open their account where they will store their vehicle (or vehicles) data and their relevant information, which are entered into the Application when activating the account. The data is divided into obligatory and additional information:

   8.1. **DATA REQUIRED FOR THE APPLICATION TO WORK**
   a) access code - the access code is required for the user to confirm the right to use the service;
   b) the phone number of the mobile phone where the Application is installed - a telephone number is required to be able to make contact with the user in the event of an accident;

   8.2. **OPTIONAL DATA (upon request of the User)**
   a) name and family name - data is needed for the person to be identified at the location if an accident occurs;
   b) blood type - information is needed for the purpose of informing emergency staff in case of an accident to carry out the rescue more effectively;
   c) e-mail address - sending driving information, contacting Personal Angels etc.;
   d) an additional telephone number - this information is required if the user uses more than one phone number and is unavailable on a primary contact number;
   e) vehicle brand, model, color and registration number - information is required in order to promptly and accurately identify the vehicle where 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) the contact details of the person the User wishes to be notified in the event of a possible traffic accident - except for Emergency Services, the Application supports the functionality of contacting the contact person, if that person is specified;
   h) special remarks - allergies and chronic disorders, regular medications (if taken by the user), etc. - special remarks and information on possible allergies, chronic disorders and therapies are needed to inform emergency

service staff in case of an accident to carry out the rescue more effectively.

9. For the Application to fulfill its function, the User is obliged to maintain and update the truthful, accurate, valid and complete data from paragraph 8 of these Terms and Conditions. If the User does not store or update complete and truthful data, or if ORYX has reasonable grounds to suspect that this information is incorrect, or complete, 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 User of the Application gives consent to ORYX for further processing of the data for the purpose of fulfilling the function and further development of the Application and for the purpose of fulfilling ORYX Assistance service.

TECHNICAL PREREQUISITES FOR MOBILE DEVICES THAT SUPPORT THE APPLICATION

11. To support to Application, a smartphone must meet the following technical requirements regardless of the operating system:
    - Internet access;
    - A built-in accelerometer (embedded in smartphones to enable images and graphics to move from vertical to horizontal);
    - 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 status of the user's current driving. 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 agents to assess the degree of authenticity of the alarm.

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 an Application detects a movement faster than 20 km/h, the 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 generates higher battery consumption, so for the Application to work smoothly and provide full functionality it must be connected to the battery charger while driving.

16. There are two modes of driving monitoring in the settings:

a) automatic
b) manual

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

17. If the User does not want automatic detection, the application settings can be set to manual detection of driving. In that case, the User must start the Application at each ride and set up the monitoring. If the User does not start the monitoring and the Application does not detect a possible traffic accident and does not inform the ORYX contact center, ORYX is not 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 will automatically launch itself.

19. If the User turns off the Application by completely disconnecting it from the active application list, it will not be able to detect the drive and possible traffic accident and notify the ORYX contact center, even though auto-detection has been set 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 monitoring.

20. The Application automatically detects the end of the monitoring. 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 with driving monitoring. Thank you for a pleasant and safe ride."

21. If the Application concludes that the conditions indicate a traffic accident, the call center agent receives a sound and visual warning followed by a complete data packet that concludes that there is a justified suspected traffic accident. Within a dozen seconds, the agent can check the consistency of the data and make a call to the User to verify that it is a real accident that requires prompt intervention. The following data packet after the accident arrives when the call is being made. If the following packet does not arrive at the call center, the high probability of a traffic accident is verified.

22. In case of automatic alarm activation, the User will hear a sound warning and the following messages will appear on the screen:
    - WARNING! DriveAngel detected a possible accident and informed ORYX Assistance. If you do not need help, cancel the intervention;
    - An emergency call to ORYX Assistance was activated;
    - If you do not need help, press the "Cancel Call For Help" 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 help, press the "Cancel Call For Help" button.

24. If the user does not respond to the call, and the following data packet confirms the consistency of the previous data (or there is no other packet indicating that the phone is destroyed in the accident), ORYX concludes that there was a serious traffic accident and the agent alarms the unique EU emergency number 112 and forwards the following data:
    - a precise location of the traffic accident;
    - vehicle identity (brand, model, registration, color, year);
    - relevant medical information on the User referred to in paragraph 8.2. of these terms and conditions, if the user has listed them in the Application profile (age, blood type, chronic diseases like 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 agent notifies the unique EU emergency number 112 in the same manner as in the previous scenario referred to in paragraph 24. However, if the User states that the accident does not require intervention, the call center agent may cancel the intervention (if it has already started). If the User confirms that this is a false/accidental alarm, the agent stops the call, and the data packets that preceded the alarm remain memorized for the purpose of subsequent analysis.

DATA USE AND PRIVACY GUARANTEE RULES

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 the marketing actions, the organization of 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 family name of the User who won the prize in the ORYX prize competition or marketing action on their bulletin or website.

27. In the event of alarm activation, the call center agents will be able to access User's drive data collected during the last 20 minutes before the alarm activation. In this case, the call center agents 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 functionality of the Application.

28. In their user account, the User may specify 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 processing them for the purpose of more successful medical assistance in the event of a traffic accident. The User is fully and exclusively responsible for the accuracy of personal/medical data. ORYX warrants that User's personal and medical information will only be available to the ORYX call center agents.

29. ORYX collects, processes and keeps personal and identification information about users in accordance with the law and these General Terms and Conditions.

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 car increases the overall personal safety factor in traffic and is as such defined. Smartphone application is a security "add-on" for faster roadside assistance organization rather than a "solution" to protect against traffic accidents. In this respect and considering the other limitations of the Application referred to in paragraphs 31 and 32 of these Terms and Conditions, role and responsibility of ORYX is limited to alerting the unique EU 112 emergency number and ORYX Assistance organization, if based on the obtained parameters and Application data there is 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 function with hundred percent (100%) reliability and in every situation.

32. In addition to 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 a GPS system 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 location will be recorded before entering the tunnel.

32.2. AVAILABILITY AND QUALITY OF THE SIGNAL FOR DATA TRAFFIC
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 state territory, and therefore, if a traffic accident occurs at a location where there is no signal, the last read location before signal loss is 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, a tariff model that includes a certain amount of data traffic should be active. If User's mobile

operator cancels data traffic for any reason, the Application will not be functional, and ORYX is not responsible for the consequences of such a situation.

32.4. PLACEMENT OF MOBILE PHONE INSIDE THE CAR

For the Application to be fully functional, the smartphone must be fixed on a firm stand that allows hands-free talking and battery charging. For the smartphone to reliably assess the force of a possible hit in a traffic accident, it is necessary to mechanically connect it to the car. If the smartphone is in your pocket or lying on the shelf or in a drawer, it will identify the hit, but the impact strength reading will 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 the risk it will stop sending the traffic accident data. Recommendation is 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 will not be able to work, and ORYX will not be held responsible for the consequences of such a situation.

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

If the volume level of the vehicle is over 90 decibels, the Application may warn you to reduce the 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 differentiate between a typical sound image inside a cockpit where music plays from the sound image of a collision, the music must not be over 90 decibels. If the volume is not reduced, the Application will continue to function normally, but its full functionality will be limited in one parameter.

32.7. TALKING DURING 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 that is just a reminder that the Application is still doing its job in the background. While the Application is on, any other mobile applications can also be used smoothly.

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's just a warning to think about reducing speed for your own safety in road traffic. This warning does not reduce the application's functionality.

32.9. REST

When an Application detects a driving that lasts longer than two hours, the Application may warn you to stop driving 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 contact center agents and, where appropriate, Emergency Services (police, firefighters, emergency medical help) have access to this information. No one under any circumstances will have access to the data of the last 20 minutes of driving.

34. Application User can share their current location while driving and other relevant information for the current driving (trip, start and end of driving, etc.) via SMS, e-mail, 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 occurrence of the event. Thereby, ORYX is entitled, at its sole discretion, to contact the legal or natural persons listed in the application on the provided contact information.

36. For the protection of the account and associated data, 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 account, resulting in the discovery and dissemination of data that may be considered personal, ORYX is not responsible for the disclosure of the data.

MECHANICAL AND ELECTRONIC INTEGRITY OF SMARTPHONE

37. For the Application to work reliably on a smartphone, it is extremely important for that smartphone to be in flawless condition. To keep the smartphone in function, it is necessary to handle it as instructed by the manufacture 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 smartphone will probably remain undamaged, but it cannot be guaranteed. Smartphone components required for the Application to work are complex and relatively sensitive, and the User is 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 has the irrevocable right to disallow 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 firm obstacle.

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. help system, or a faster and simpler organization of assistance to User on the road in the event of a traffic accident in road traffic, provided that the Application detects danger and possible traffic accident successfully and in time and with the condition of proper use and fulfillment of all conditions for the proper functioning of the Application prescribed by these Terms and Conditions (technical conditions, proper use of the phone, etc.).

SETTLEMENT OF DISPUTES

39. In the event of a dispute that arises from the interpretation, application or execution of these General Terms and Conditions, ZUBAK GROUP and the User will attempt to settle the dispute by peaceful means, and if contractual parties fail to settle the dispute, the competent court in the place of ZUBAK GROUP headquarters shall have the jurisdiction.

VALIDITY OF TERMS AND CONDITIONS

40. These General Terms and Conditions shall enter into force and are applied from February 28, 2019.

41. These General Terms and Conditions apply until they are amended or replaced by the 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 will be published on web pages and in Application with the date of last update. Such changes will 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.

February 28, 2019