

GENERAL CONDITIONS

'Transfer Company' in the following text refers to Discovery Group j.d.o.o.

'Passenger' refers to a person using Transfer Company's services, for a fee.

'National transfers' refers to transfers (by land) within the territory of Republic of Hrvatska.

'International Transfers' refers to transfers (by land) between member countries of EU and countries outside of EU.

'Vehicle' is a standard vehicle, a vehicle with at least 9 seats, including driver's seat, and/or a bus, which is used exclusively for passenger transfer purposes.

'Transfer confirmation' is a document enabling passenger to exercise their right to Transfer Company's services, under the hereby listed Terms and Conditions.

Article 1

The following General Terms and Conditions establish the terms between the Transfer Company ('Company' in further text) and the Passenger using their services in public land transport, and the

conditions under which the Company is executing its services towards the Passenger and their belongings.

TRANSFER CONTRACT

Article 2

Through this Transfer Contract (hereby referred to as 'the Contract'), the Company commits to safely transfer the Passenger and their luggage, according to the previously arranged route and itinerary, and the Passenger commits to pay the Company for the service provided.

Contract may also be negotiated between the Company and a client contracting the Company's services, in which case the client commits to pay for the services provided.

The existence of the Contract can be proved with the Transfer Confirmation.

Article 3

Transfer Confirmation contains the name of the Company, dates, time, route and the price of the Transfer.

Transfer Confirmation may be generated electronically/digitally or printed on paper.

Article 4

Transfer Confirmation is generally issued for an individual Transfer Reservation, i.e. for a single or a return Transfer, and with it, it commits the Company to execute the service on the specified date, time and route, as listed on the Transfer Confirmation.

Return Transfer enables Passenger to use Transfer services on both first and return trip, for the previously arranged route, and commits the Company to provide the service on the specified date and time, as listed on the Transfer Confirmation. Passenger is obligated to confirm the date and time of the Transfer for the first and return trip by choosing one of the payment options listed below:

- Full amount in advance, paid either with a credit/debit card or bank transfer
- Full amount paid in cash to the driver, in local currency, on the day of service

The price of return transfer is calculated by doubling the amount of a single transfer, depending on the route, with 10% potential discount applied at the Company's discretion.

Article 5

Change of date and time listed on Transfer Confirmation is possible if the Passenger sends a request for change via email or a telephone call to the main Company's office or other authorised person or agency at least 2 hours before for the National and at least 6 hours before the International and EU Transfer. Amendment of any part of the Transfer Confirmation within 24 hours (if possible) is charged additionally. The Passenger will be notified of any change in Transfer Confirmation via email.

Article 6

Booking of a Transfer only commits the Company to execute the service if the Passenger confirms the booking by paying the deposit in the amount of 20% of the total price of the Transfer (15% in Switzerland), at least 6 hours before the transfer is to commence for International and EU Transfers, and 2 hours for National Transfers.

If the Passenger doesn't pay the deposit in the above mentioned time frame, the sales team has the right to sell that Transfer to another customer, and the previous Passenger loses their right to the service, as well as right to compensation from the Company.

Transfer Confirmation cannot be issued without a paid deposit.

Article 7

The Company will provide a Transfer Confirmation upon Passenger's request, for the route the Company will execute.

The confirmation of the price of the Transfer is issued at authorised sale points (excluding vehicles) and is not charged additionally

REFUND OF THE TRANSFER FEE

Article 8

The Company commits to issue the Passenger with a refund in case of Transfer cancellation, for the services unrendered.

The company does not approve refunds after the transfer had been booked.

If the guest refuses to pay for the provided service, the Transfer company has the full right to demand payment (by charging the credit card provided to us by the client) for the service that was carried out.

If, on the other hand, guest believes that the service was carried out in an unsatisfactory manner the guest is entitled to file a written complaint to the transfer company in accordance with the general Terms and Conditions.

Article 9

A Passenger that erroneously used services of another transfer company, instead of Discovery Group j.d.o.o., whose services they paid, is not eligible for a refund.

In case of a 'No show', the full amount will be charged.

Change of Transfer dates is not charged additionally, but change of the starting and/or ending destination or type of the vehicle, will be charged according to the prices for specified routes/vehicle.

It's the Passenger's responsibility to ensure that all Transfer details are correct. Refund won't be issued in cases where the Passenger booked directly through the website and entered wrong details during the booking process.

In case the Passenger is late for a flight or any other means of transportation because of the weather conditions and/or the conditions on the road that were not directly caused by the Company, the Company cannot be held accountable nor can be expected to cover the resulting expenses.

In case the Company is directly responsible for the delay (e.g. flat tyre, empty tank, driver was late for transfer etc.), the cost of transfer will be compensated. In case the Passenger, due to the Company's fault, needs to arrange different means of transportation, then the same will be organised only in collaboration with the Company (organisation of the new transfer, purchase of bus, train or airplane tickets etc.). Only the cost of the transport will be compensated to the Passenger. Only transport organised this way, in collaboration with the Company, will be compensated to the Passenger.

Time of departure toward the airport, or any other destination, is merely a suggestion by the agent, and only valid for standard routes and normal road conditions.

The Passenger may or may not accept suggested departure time, and can change departure time to a time that they believe is more suitable. In that case, the Passenger is obliged to notify the Company's main office of the change of desired departure time so that the Transfer Confirmation can be updated.

If the Passenger doesn't notify the office of the change of desired departure time, the Company cannot be held accountable in case of a late arrival.

During the booking of a transfer towards the airport and when choosing departure time, the Passenger needs to keep in mind that, in general, it's advisable to be at the airport 2 hours before

the flight, and therefore, 2 hours need to be added to the length of the transfer to avoid being late for the flight.

When calculating the length of the route and time it will take to complete the Transfer, we use a formula of adding 20% on top of the approximate distance given by Google maps between two locations.

Departure time is explicitly Passenger's decision and the Company cannot be held accountable in case the Passenger is late for any other means of transportation due to the departure time they have chosen.

After receiving the Transfer Confirmation, it's Passenger's duty to carefully examine the details, and by accepting and agreeing with the details listed in the Transfer Confirmation, the Passenger accepts full responsibility for the outcome of the Transfer.

Changing the Transfer dates is not subject to additional charges, but changing the starting and/or ending destination or type of the vehicle, will be charged according to the prices for specified routes/vehicle.

PASSENGER'S OBLIGATIONS

Article 13

The Passenger is obliged to check all details in the Transfer Confirmation after receiving it and notify the Company's customer service of any errors in the Transfer Confirmation immediately.

If the Passenger doesn't notify the Company of any errors in the Transfer Confirmation, all the details will be considered correct.

Article 14

The Company has the right to withhold the Transfer Confirmation or refuse to execute the Transfer if passenger's behaviour is causing material damage to the Company, is harassing other Passengers or the Company's employees.

Article 15

The Passenger is obliged to enter and exit the vehicle at the departure and destination points specified in the Transfer Confirmation. The Passenger is required to make sure the Transfer is conducted with the Company designated in the Transfer Confirmation.

The Passenger is required to appear at the collection point at least 10 minutes in advance of the departure time. The Company does not have an obligation to execute the transfer if the Passenger is late for the departure time. The Passenger is required to be available on the contact number he previously provided the Company with.

If, during the course of the Transfer, the passenger requests a short pause for refreshment, he/she is required to return to the vehicle within the previously agreed time frame. Company is not required to have its vehicle at disposal and wait for the Passenger if he/she does not abide by this agreement and decides to arbitrarily extend the time period of the short pause.

Article 16

The Passenger is required to carry the Transfer Confirmation in digital or paper form and to present it upon the request to an official authorised by the Company. The Company can refuse to execute the Transfer or it can abruptly terminate it if the Passenger decides to withhold payment of the transfer service previously specified by the Contract.

Article 17

The Company has the right to withhold the Transfer Confirmation or it can refuse to execute the Transfer if it determines the passengers' safety cannot be guaranteed. This regulation is especially applicable in situations where the Transfer must be organised for one or several passengers with disabilities who require specialized transportation.

Article 18

The Company can refuse to execute the Transfer or to abruptly cease providing its service under the following conditions:

- the Passenger's behaviour is harassing the Company's employees
- the Passenger's behaviour threatens the safety of employees and other passengers
- the Passenger's behaviour disrupts the transfer service

If any of these conditions cause the Transfer service to be terminated the Passengers will be issued their belongings and requested to vacate the vehicle. In such circumstances the Company is entitled to retain the amount that was previously charged for the Transfer service.

Article 19

If the Passenger damages the vehicle, either intentionally or due to negligence, they are obligated to compensate the Company by covering the additional expenses caused by their irresponsible behavior.

Article 20

During the course of the Transfer the Passenger is required to properly use the seatbelt and to abide by the necessary safety procedures mandated by the official legislature such as the Road Traffic Safety Act. The Passengers are not allowed to abandon their seats and to move around until the vehicle stops to disembark them.

In the case of a traffic accident, the Passenger will be considered responsible for all possible consequences (injuries, loss of belongings etc.) that transpire as a result of their insufficient abidance of safety procedures.

Article 21

The Passenger is required to conform to the traffic norms and regulations of all countries where the Transfer is being conducted, as well as to all procedures pertaining to necessary documentation the Passenger is requested to carry (passport, visa, other identification papers) or to Passenger's belongings.

INFORMATION AND COMPLAINTS

Article 22

The Passengers are required to provide the Company with a valid contact number and email address if they wish to receive proper notification regarding possible updates in their reservation. Otherwise the Passengers will have to keep track of updates by following the Company's webpage.

Article 23

Formal complaints have to be submitted at the most 90 days after the date on which the disputed Transfer service was or had to be conducted. Formal complaints must be submitted exclusively in the written form (e-mail) to the official e-mail address.

The Company is obligated, within 30 days from receiving a formal complaint, to issue a response and to report to the Customer (Passenger) on the status of the complaint.

The Company is also required to issue its final declaration on the matter in a period of maximum 90 days after receiving the written complaint. If the Company disregards its obligation by not issuing its final report within the specified time frame, the Customer is entitled to submit a complaint to the relevant authority (Transportation Department).

The Customer is forbidden from making any public statements regarding their complaint until the Company issues its final response.

Article 24

The complaint can also be submitted to the main committee of the Customer Protection Service. The Committee is required to deliver a written response to the Customer within 30 days from receiving the official complaint.

After all the options of solving the dispute within the previously specified time frames have been exhausted the Customer is entitled to take legal action.

Once the legal procedure is initiated the dispute is subjected to the jurisdiction of the court closest to the Company's official address.

COMPANY'S OBLIGATIONS

Article 25

The Company is responsible for determining the price of the Transfer service which is then published accordingly on the official webpage, as well as the official sales points.

The Company reserves the right to grant various commercial concessions to certain passenger categories it determines are eligible for a discount.

Article 26

The Company will accept reservations and offer its service to any person that conforms to the standards stipulated in the general terms and conditions.

The transfer service will be denied to the following Passenger categories:

- passengers who carry weapons, unless they are authorised officials, in which case the weapon must be locked
- passengers displaying obvious symptoms of infectious diseases or serious mental disturbances, as well as passengers suffering from open and untreated wounds (the allowed exception are people who are being urgently transferred to the nearest hospital)
- children under the age of 14 who are not accompanied by their parents or legal custodians. Exceptionally children under the age of 14 may be allowed to use the transfer service unaccompanied if the Company obtains a legally certified permission from their parents or legal custodians.
- children between the ages of 14 and 18 will be allowed to use the transfer service unaccompanied if the Company secures permission from their parents or legal custodians (permission may be informal) under the conditions they possess adequate identification documents
- passengers whose clothes and belongings have been contaminated to the point that other passenger or the vehicle may likewise become contaminated
- passengers who are intoxicated with various substances (alcohol, drugs)
- passengers lacking appropriate clothing (e.g. wearing swimsuits or only underwear, not wearing shoes)

Article 27

In case of a cancellation of departure that has been delayed for longer than 90 minutes in the National, International and EU transfers with maximum distance of 250 km, the Passenger has the right to choose between the following choices:

- a) Continuing or redirecting the transfer to the destination point, without additional charge

or

b) Returning to the starting point, with a full refund being issued

or

c) Terminating the transfer, with a refund for the undriven part of the trip

For any damages to the Passenger caused by the termination, delay or cancellation of the transfer, the Company is not liable in cases when it was caused by weather or road conditions, or when they weren't a direct result of the Company's recklessness or malevolence.

Article 28

In National, International and EU land Transfers, with calculated distance of at least 250km, the Passenger has the following rights:

- with departures that are cancelled or delayed over 120 min, the Passenger has the right to continue or redirect the transfer to the destination point without additional charges, or request a full refund, and if necessary, return to the starting point listed in the Transfer Confirmation free of charge, if possible.

The Passenger is obliged to notify the driver of their choice within 60 minutes of the occurrence of the situation described above.

Refund will be issued within 14 days of refund request, in cash, unless the Passenger accepts a different method of reimbursement.

Refund covers full amount paid for the Transfer, or parts of the Transfer, whether executed or not, or parts of the Transfer that don't suit the Passenger's plan of travel.

- with departures that are cancelled or delayed over 90 min, for those transfers where expected duration is over 3 hrs, Passenger has the right to a quick meal and refreshments, appropriate to the waiting time, under condition that they are readily available and possible to procure, as well as served in the hotel room, or any other type of accommodation, if the accommodation is necessary for one or more nights. The cost of accommodation can't be higher than €80.00 per night, for 2 nights at most.

The Company is not obliged to provide the accommodation if the cancellation or delay was caused by weather conditions that prevented the driver to safely execute the Transfer.

- in case of a car accident, where the vehicle executing the Transfer was affected by, or the cause of, the accident, the Company commits to providing the Passenger with sensible and appropriate help in regards to practical needs of the passengers after the accident, including the transport, accommodation, food, clothing and first aid. The cost of accommodation can't be higher than €80.00 per person, per night, for 2 nights at most.

TRANSPORT OF LUGGAGE

Article 29

Company's vehicles may transport hand, standard-sized and/or unaccompanied luggage, as well as items generally not deemed such, under the conditions listed in these Terms and Conditions.

Luggage is transported by land with the 8 + 1 vehicles.

Article 30

As mentioned in the Article 29 of these Terms and Conditions, items that can be carried into the vehicle and placed in a designated place under the Passenger's control are considered hand luggage.

Hand luggage generally consists of small items like hand bags, etc., that can be placed either in the boot of the vehicle, under the passenger's' seats or on their laps, in such a way that the hand luggage doesn't disturb the other passengers.

Transport of hand luggage mentioned in this article is not charged extra by the Company and the Company bears no responsibility for the loss or damage of the same.

Article 31

Standard-sized passenger luggage generally consists of suitcases, backpacks, large duffel bags etc., with maximum weight of 25kg per item.

Transport of luggage is charged if transported unaccompanied, in accordance with the standard pricelist of the Company.

Items not considered standard-sized passenger luggage are items that a passenger may carry with them, such as: sacks, crates, baskets, packaging etc, whose dimensions and weight allow them to be placed within the boot of the vehicle, and they are charged in accordance with the pricelist for unaccompanied transport of luggage.

The Company may, at the Passenger's request, accommodate two items of luggage at most (out of which one item can weigh up to a maximum of 25 kg, while the other luggage piece(s) must consist of standard-sized hand luggage), or more, if there is enough space and it doesn't overload the vehicle.

It's the driver's duty, after loading and fitting the luggage into the vehicle, to issue the Passenger with an appropriate transport slip, proving the service of unaccompanied transport of luggage, and it's the Passenger's duty to keep it throughout the duration of the transport and present it on request.

The pricelist for the transport of passenger and unaccompanied luggage is determined by the Company and listed on the Company's website.

The existence of a contract for the service of unaccompanied transport of luggage can only be proven by the aforementioned slip issued by the driver and the receipt proving the payment for the services rendered.

Article 32

The Company is liable for the damages caused by the loss or damage of the passenger or unaccompanied luggage or/and items, in the maximum total amount of 350.00 EUR.

The Company is not liable for the damages to the aforementioned luggage if it wasn't properly packaged, and as such, it was exposed to potential damages.

It's the Passenger's duty to declare if the value of the items is higher than the aforementioned maximum cover when handing over the luggage to the driver, and enable the driver to inspect the luggage.

Valuables, important documents or other costly items, are to be kept in the Passenger's hand luggage.

Article 33

It's Passenger's duty to reimburse the Company for the damages caused by the contents or condition of Passenger's luggage/items.

Dangerous items such as explosives, flammable items, items of unpleasant odor, perishables and/or acidic items that can hurt or foul other passengers, damage the vehicle and other passengers' belongings, as well as breakable items, large amounts of cash, important documents, jewellery, valuables or art, cannot be accepted into the vehicle.

Article 34

Trained guide/service dogs accompanying a passenger are the only kind of animal that is allowed to board the vehicle. With permission, it's possible to transport other smaller animals (e.g. cats, hamsters, dogs etc.) if the passenger provides/secures appropriate carrier/crate.

Article 35

Depending on the available space in the boot of the vehicle, the Company may take in and transport unaccompanied luggage.

Unaccompanied luggage consists of items which are not accompanied by a passenger. After placing the items into the vehicle, a transport slip will be issued by the driver and the items will be delivered to the destination listed on the slip.

With the contract for the transfer of unaccompanied luggage, the Company commits to transport and deliver the items to the agreed destination and hand it over to the recipient or authorised person (with written authorisation presented upon receipt). A route is written on the unaccompanied luggage transport slip, as well as the name, surname and address of both the sender and the recipient. After the unaccompanied luggage is loaded, the driver confirms the transport by issuing a receipt. The luggage recipient acknowledges the receipt of the consignment on a copy of the voucher which is kept by the staff.

Article 36

The Company is not liable if the wrong information is provided about the unaccompanied items being transported.

Driver is authorised to refuse to load the luggage in case the passenger or sender refuses to declare the contents.

Article 37

In addition to the article 34 of these Terms and Conditions, the following won't be allowed for unaccompanied transport:

- fresh or frozen fish and fish products, shellfish and molluscs
- fresh or frozen meat and meat products
- milk and dairy products

The Company won't accept the above listed items for unaccompanied transport within International and EU transport.

Article 38

It's the sender's duty to deliver unaccompanied luggage at least 15 minutes before scheduled departure of the vehicle, otherwise, the Company is not obliged to take it in.

It's the recipient's duty to meet the vehicle to receive the unaccompanied luggage.

The Company is not responsible for unaccompanied luggage if the recipient doesn't meet the vehicle.

Article 39

It's the Passenger's duty to take all their belongings with them when leaving the vehicle, both hand luggage and the luggage stored in the boot of the vehicle.

All items that are subsequently found in the vehicle will be handed over to the authorised Company employee.

The Company is not responsible for the items found in the vehicle after the completion of the transfer.

FINAL TERMS

Article 40

All the Company's vehicles that are equipped with safety video surveillance, whether outside or inside the vehicle, will have a visible notice announcing that fact.

All recordings are considered confidential.

Viewing the recorded material is only possible by the direct order from the authorised Company's employee, on the request of the Police and/or an applicable court.

Handover of the recorded material to the third party is carried out exclusively upon a written request of the authorised person requesting the data, with the purpose clearly stated.

Article 41

In accordance with business privacy policy, the Company commits to treat all the information provided to them by the Passenger for the purpose of realisation of the Contract of Transfer and/or the purpose of issuing a document upon which the service can be carried out as confidential and secret, and never share that information without Passenger's explicit permission, except in cases where required by law or other authorised governing body.

Amendments, additions or removal of Passenger data is performed upon written request, sent via email address by using the Contact form on the Company's website (Subject: Protection of Personal Data)

Article 42

All disputes between the Passengers, that ensued during the Transfer, are resolved by the driver of the vehicle, while all potential disputes between the Passengers and the driver are resolved by the Company's appointed employee.

Article 43

These General Terms and Conditions are put into effect, and available on the Company's website transfers.discovery.rent, as of July 1st 2017.

COOKIE PRIVACY AND SECURITY OF PERSON

What is a cookie?

A cookie is a text file, and a small amount of data that is sent from a website to a visitor's browser and is stored on the visitor's hard drive. A cookie will typically contain the name of the domain from which the cookie has come, the "lifetime" of the cookie, and a value, usually a randomly generated unique number.

When you visit our website we send you a cookie. Cookies may be used in the following ways:

(i) to help us recognise you as a unique visitor (a number) when you return to our website and to allow us to tailor content or advertisements to match your preferred interests or to avoid showing you the same adverts repeatedly;

(ii) to compile anonymous, aggregated statistics that allow us to understand how users use our site and to help us improve the structure of our website. We cannot identify you personally in this way.

The information collected is completely anonymous and contain no personal information such as name, social security number or email address. Our cookies can't send viruses to your computer. With the use of our website, you consent to the use of cookies.

There are two types of cookies:

A permanent cookie remains on your computer for a specified period of time.

A "session cookie" is temporarily stored in the computer's memory while the visitor is browsing the website. Temporary cookies remain in the cookie file of your browser until you leave the site.

Disabling/Enabling Cookies

You have the ability to accept or decline cookies by modifying the settings in your browser. However, you may not be able to use all the interactive features of our site if cookies are disabled.

Third Party Advertising

We may use a third party to serve advertisements to you when you visit a website or online service in their network. Cookies may be associated with these advertisements to enable the advertiser to track the number of anonymous users responding to the campaign. We do not have access to or control of cookies placed by third parties.