

GENERAL TERMS AND CONDITIONS OF THE LUX EXPRESS BUSINESS CUSTOMER PROGRAMME

These Business Customer General Terms and Conditions form an integral part of the Business Customer Agreement entered into between Lux Express and the Business Customer.

1. TICKET BOOKING

- 1.1. A Business Customer enrolled in the Lux Express Business Customer Programme may book tickets under the terms and conditions of the Business Customer Programme Agreement via the Lux Express online store (www.luxexpress.eu) and the Lux Express mobile application.
- 1.2. The Business Customer may book tickets for all journeys offered through the sales channels referred to in Clause 1.1.
- 1.3. To confirm bookings made under the Business Customer Programme, the Business Customer shall use the username and password of the Main User provided to it upon conclusion of the Agreement, or the username and password of a Personal User created by the Business Customer's Main User.
- 1.4. The Business Customer may cancel and amend ticket bookings made under the Business Customer Programme through the sales channels referred to in Clause 1.1 up to 15 minutes before the departure of the journey indicated on the ticket issued on the basis of the booking (100% of the ticket price shall be cancelled).
- 1.5. By making a booking under the Business Customer Programme, the Business Customer confirms that it has reviewed and accepts the relevant Lux Express passenger and baggage transportation rules available on the Lux Express website (<https://luxexpress.eu/transportation-rules/>).

2. DISCOUNTS

- 2.1. The price of bus tickets booked by the Business Customer shall be determined on the basis of the ticket prices displayed in the Lux Express sales system at the time of purchase. When booking tickets, the Business Customer shall be entitled to all passenger age-based discounts established by Lux Express and to special prices applied under public sales campaigns. Passenger age-based discounts shall not be added to special prices established under sales campaigns and shall not apply to tickets in the "Relax" seat class.
- 2.2. If the total value of tickets booked through the Business Customer Programme and issued during the previous six (6) months is at least EUR 3,000 (inclusive of VAT), an

additional 10% discount shall apply to tickets booked during the following six (6) months. Tickets booked through the Business Customer Programme in respect of which the bookings are cancelled and which are not issued for travel shall not be included in the total ticket value forming the basis for the additional discount.

- 2.3. Lux Express shall assess compliance with the condition for eligibility for the additional discount referred to in Clause 2.2 once per month, and where the condition for the additional discount is met, the discount shall remain valid for six (6) months, regardless of the total value of tickets booked by the Business Customer during those months.
- 2.4. The additional discount referred to in Clause 2.2 shall be extended for a further six (6)-month period if, during the preceding six (6) months, the Business Customer has booked tickets for travel in a total value of at least EUR 3,000 (inclusive of VAT). Otherwise, the additional discount shall cease to apply until the volume specified in Clause 2.2 has been reached.
- 2.5. The additional discount provided for in Clause 2.2 shall apply to full-price tickets for routes operated by Lux Express Estonia AS, Lux Express Latvia SIA and Lux Express Lithuania UAB. The Business Customer acknowledges that the sales channels referred to in Clause 1.1 may also offer tickets for routes operated by Lux Express service partners, to which the additional discount shall not apply.
- 2.6. The discount referred to in Clause 2.2 shall apply upon confirmation of the booking and shall be reflected on the issued ticket and in the invoice submitted to the Business Customer.

3. USERS

- 3.1. The Business Customer account may have multiple users, one of whom shall be the Main User and the others Personal Users.
- 3.2. The usernames and passwords of the Business Customer's Main User and Personal Users shall be linked to the users' names, telephone numbers and e-mail addresses.
- 3.3. Upon conclusion of the Business Customer Programme Agreement, Lux Express shall send the Main User's username and password, together with instructions for using the self-service environment, to the e-mail address specified in the appendix to the Agreement.
- 3.4. The Main User shall have the right to a full overview and use of the Business Customer account, as well as the right to create and manage the rights of the Business Customer's Personal Users.
- 3.5. A Personal User shall have the right to book tickets for himself/herself, manage his/her journeys (including amending or cancelling his/her journeys), and view his/her previous and upcoming journeys.

- 3.6. The Main User may set for each Personal User created by him/her a monthly monetary limit and a daily limit for ticket bookings. The limits applicable to a Personal User may not exceed the Business Customer's aggregate monthly and daily limits established under the Business Customer Agreement. The Main User may also grant and revoke a created Personal User's access to the Business Customer Programme.
- 3.7. The Business Customer shall be liable for all financial obligations arising from bookings made by the Main User designated by it and by the Personal Users created by the Main User. Accordingly, the Business Customer must ensure that any passwords issued to users are issued only to persons authorised for personal use thereof. Upon termination of a person's authorisation, the Business Customer shall ensure that such Personal User's rights to use the Business Customer Programme are revoked (for example, by closing that person's Personal User account upon termination of his/her employment).
- 3.8. If the Business Customer's Main User changes, the Business Customer shall notify Lux Express by sending the new Main User's details (first name, surname, e-mail address and telephone number) in a digitally signed document executed by a person authorised to sign on behalf of the Business Customer to ariklient@luxexpress.eu. Lux Express shall send the new Main User's username and password to the Main User's e-mail address specified in such notice no later than on the following business day.

4. SUSPENSION AND TERMINATION OF THE AGREEMENT

- 4.1. Lux Express shall have the right to suspend the Business Customer's access to the Business Customer Programme if the Business Customer fails to pay, by the due date, an invoice issued for bookings made.
- 4.2. Either Party may terminate this Agreement in the ordinary course at any time without stating a reason, including where the Agreement has been entered into for an indefinite term under the Business Customer Agreement. In the case of ordinary termination, the Agreement shall terminate upon expiry of 30 calendar days from receipt of the notice of termination by the other Party.
- 4.3. Either Party shall have the right to terminate this Agreement extraordinarily for good cause by giving the other Party 30 (thirty) calendar days' prior notice. Good cause shall include, inter alia, but shall not be limited to, the following circumstances:
- 4.3.1. the circumstances specified in this Agreement as giving rise to a right of extraordinary termination;
 - 4.3.2. bankruptcy proceedings have been initiated against either Party;
 - 4.3.3. the Business Customer commits a material breach of this Agreement or repeatedly breaches this Agreement (for at least the second time).

- 4.4. Lux Express shall have the right to terminate this Agreement extraordinarily if the Business Customer has not submitted any bookings to Lux Express within a period of 12 months.
- 4.5. Any bookings made through the Business Customer Programme prior to the expiry or termination of this Agreement shall remain valid (unless cancelled by the Business Customer through the self-service environment before the expiry of this Agreement), and any financial obligations arising from such bookings shall remain payable even if Lux Express issues the invoice for those bookings in the month following the date of expiry of this Agreement.

5. PROCESSING OF PERSONAL DATA

- 5.1. In the performance of this Agreement, the Parties shall process personal data solely in accordance with the requirements laid down by law, including ensuring that personal data is processed in compliance with the General Data Protection Regulation (GDPR) and that appropriate modern security measures and processes are applied for the protection of personal data.
- 5.2. The Business Customer acknowledges that, when processing personal data, Lux Express acts in accordance with the terms set out in the “Privacy Notice” published on its website (<https://luxexpress.eu/privacy-policy/>) and this Agreement.
- 5.3. The Business Customer shall ensure that the data subject’s consent to the use of his or her personal data has been obtained, or that another legal basis exists for such use, before a Personal User account is added to the Business Customer Programme and/or tickets are booked.
- 5.4. The Business Customer shall inform the Personal Users created by its Main User that the Business Customer’s Main User has access to the personal data entered when creating a Personal User account and has an overview of the journeys made on the basis of tickets booked by the Personal Users.

6. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS AND CLAIMS

- 6.1. Lux Express shall have the right to amend the General Terms and Conditions of the Business Customer Agreement unilaterally by giving 30 days’ prior notice. If the Business Customer does not agree to such amendment of the General Terms and Conditions, it shall have the right to terminate the Agreement extraordinarily.
- 6.2. Lux Express shall have the right to amend unilaterally, without prior notice and without issuing any separate notice to that effect, the terms of the passenger and baggage transportation rules published on its website (<https://luxexpress.eu/transportation-rules/>). A booking shall be subject to the

terms and conditions in force at the time the booking is made, together with the terms and conditions of this Agreement.

- 6.3. The Business Customer shall submit any claims arising from the terms and conditions of the Business Customer Agreement to Lux Express electronically by e-mail to ariklient@luxexpress.eu or in writing no later than within 10 calendar days from the date on which it became aware, or should have become aware, of the circumstances giving rise to the claim. Any claim submitted after expiry of this term shall be time-barred and shall have no legal effect.
- 6.4. The time limit for submitting claims set out in Clause 5.11 shall not apply to claims relating to the provision of a bus journey on the basis of booked tickets, in respect of which the procedure laid down in Regulation (EU) No 181/2011 of the European Parliament and of the Council shall apply.