

# **DRIVE PLATFORM – COMPLETE TERMS, CONDITIONS, AND LEGAL DOCUMENTATION**

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Platform Operator:

\* **Name/Business Name:** Meziane Veselý

\* **Registered Office / Place of Business:** Lipová 472/10, 120 00 Praha 2 – Nové Město, Czech Republic

\* **Identification Number (IČO):** 66877351

\* **Tax Identification Number (DIČ):** CZ6803222602 (VAT Registered)

\* **Contact:** cityzdrive@gmail.com | +420 723 500 317

## **SECTION 1: TERMS AND CONDITIONS FOR CUSTOMERS (PASSENGERS)**

### **1. Introductory Provisions**

1.1. These General Terms and Conditions (hereinafter referred to as "Customer Terms") govern the rights and obligations between the platform operator, Meziane Veselý (hereinafter referred to as the "Operator"), and individuals or legal entities using the Zdrive mobile application (hereinafter referred to as the "Application") to order transport services (hereinafter referred to as the "Customer").

1.2. The Operator is not a transport provider. The Operator solely operates the software platform that intermediates contact between the Customer and independent transport providers (hereinafter referred to as the "Driver").

1.3. The contract for the transport service is concluded exclusively between the Customer and the Driver.

### **2. Registration and User Account**

2.1. To use the Application, the Customer must register and provide true, accurate, and up-to-date information.

2.2. The Customer is responsible for protecting their login credentials. The Operator is not liable for any unauthorized use of the account due to Customer negligence.

### **3. Order of Services and Payment Terms**

3.1. The Customer requests transport via the Application. Before submitting the order, the estimated or final price is displayed.

3.2. The transport contract is concluded the moment a Driver accepts the request within the Application.

3.3. The Customer can choose the payment method prior to the ride:

\* a) Cashless online payment via the integrated payment gateway (Global Payments or other systems available in the Application).

\* b) Cash payment directly to the Driver immediately upon completion of the transport.

3.4. In the case of online payments, the payment is fulfilled when the amount is successfully debited in favor of the payment gateway. The Operator is authorized by the Driver to collect payments from Customers on the Driver's behalf.

3.5. The Driver is solely responsible for issuing a valid tax receipt to the Customer. The Application may technically facilitate sending this receipt to the Customer's email.

#### **4. Cancellation Fees (Storno Poplatky)**

4.1. The Customer has the right to cancel the ride free of charge only within 2 minutes from the moment the Driver accepted the order.

4.2. If the Customer cancels the order after the 2-minute free window, or while the Driver is already en route, the Customer agrees to pay a fixed cancellation fee specified in the Price List (Section 3).

4.3. The cancellation fee will also be charged if the Customer fails to arrive at the pickup location within 3 minutes of the Driver's arrival (as verified by GPS), and the Driver cancels the ride for this reason.

4.4. For online payment setups, the fee is automatically charged to the registered card. For cash setups, the fee is recorded as a debt on the Customer's account, and the Operator reserves the right to block future orders until the debt is settled.

#### **5. Rights and Obligations of the Customer**

5.1. The Customer must behave appropriately, avoid damaging the Driver's vehicle, and follow safety regulations (e.g., wearing seat belts).

5.2. In the event of fouling, soiling, or damaging the vehicle, the Customer is obligated to reimburse the Driver for professional cleaning or repair costs as specified in the Price List.

#### **6. Withdrawal from Contract and Complaints**

6.1. Since this contract concerns transport services provided on a specific date/time, the Customer (as a consumer) does not have a 14-day right of withdrawal without giving a reason, in accordance with Section 1837(j) of the Czech Civil Code.

6.2. Complaints regarding the Application functionality can be sent to [cityzdrive@gmail.com](mailto:cityzdrive@gmail.com). Complaints regarding the transport service itself must be resolved directly with the respective Driver.

### **SECTION 2: TERMS AND CONDITIONS FOR DRIVERS**

#### **1. Introductory Provisions**

1.1. These Terms and Conditions (hereinafter referred to as "Driver Terms") govern the rights and obligations between the Operator and independent transport providers (hereinafter referred to as the "Driver") using the Zdrive platform to source transport requests.

1.2. The relationship between the Operator and the Driver is strictly a B2B (business-to-business) relationship between independent entrepreneurs. It does not establish an employment relationship under the Czech Labor Code.

#### **2. Requirements for Using the Platform**

2.1. The Driver represents and warrants that they hold all valid legal permits, licenses, and registrations required to operate a taxi/passenger transport service in the Czech Republic (including a

valid trade license/živnostenské oprávnění, taxi driver permit/průkaz řidiče taxislužby, and registered vehicle status).

2.2. The Driver must keep all licenses, vehicle inspections, and liability insurances valid throughout their platform usage and submit proof to the Operator immediately upon request.

### **3. Intermediation, Payments, and Commission**

3.1. The Operator grants the Driver a license to use the Application to accept Customer orders.

3.2. Customers may pay via cash or online payment gateway (Global Payments). The Driver authorizes the Operator to collect online payments on their behalf.

3.3. Online payments collected by the Operator will be disbursed to the Driver's bank account in regular billing cycles, minus the Operator's commission.

3.4. For cash payments, the Driver collects the funds directly. The Operator's commission for cash rides will be offset against pending online payouts or invoiced to the Driver.

3.5. The Driver agrees to pay the Operator a flat contractual commission of 10% from the final price of every completed service or collected cancellation fee. The Operator will issue a VAT invoice to the Driver for these intermediation services.

3.6. The Driver is solely responsible for reporting and taxing their income in compliance with Czech tax laws and issuing receipts to the Customers.

### **4. Cancellation Fee Distribution**

4.1. If a cancellation fee is successfully collected from a Customer under Section 1, Article 4, the Driver is entitled to a compensation payout.

4.2. The Driver receives the collected cancellation fee minus the Operator's 10% commission, as specified in the Price List.

4.3. The Driver is not entitled to a cancellation fee if the cancellation was caused by the Driver (e.g., moving away from the pickup point, excessive delay, or canceling before the mandatory 3-minute waiting window expires).

### **5. Account Suspension and Termination**

5.1. The Operator has the right to immediately block or suspend the Driver's account for breaches of these terms, loss of legal permits, fraudulent behavior, or consistently low user ratings.

5.2. Either party may terminate the cooperation at any time by deleting the user account or via written notice without a notice period.

## **SECTION 3: PRICE LIST (CENÍK)**

All fees are listed in Czech Korunas (Kč).

### **1. Customer Fees**

\* Cancellation Fee (Late Cancellation): 50 Kč (Charged if canceled after 2 minutes from Driver acceptance).

\* No-Show Fee (Driver Waiting): 50 Kč (Charged if the Customer fails to appear within 3 minutes of Driver's arrival).

\* Minor Vehicle Soiling Fee: 300 Kč to 1,000 Kč (e.g., mud, small trash).

\* Severe Vehicle Soiling Fee: 2,500 Kč to 5,000 Kč (e.g., vomiting, spilled drinks requiring professional deep chemical cleaning).

\* Vehicle Damage: Actual cost of repair documented by an official service invoice.

## **2. Operator Commissions and Driver Payouts**

\* Platform Service Commission: 10% flat rate applied to all completed rides and collected cancellation fees.

\* Driver Share of Cancellation Fee: 45 Kč (50 Kč minus the 10% platform commission of 5 Kč).

\* Driver Penalty for System Abuse: 200 Kč per instance (e.g., falsifying arrival data to force a cancellation fee).

## **SECTION 4: PRIVACY POLICY (GDPR)**

### **1. Data Controller**

The Data Controller is Meziane Veselý, Lipová 472/10, 120 00 Praha 2 – Nové Město, IČO: 66877351, email: cityzdrive@gmail.com.

### **2. Categories of Processed Data**

We process: Identification details (name, photo), contact data (email, phone), payment details (transaction history), Driver credentials (licenses, plates, insurance), technical data (IP address, cookies), and Geolocation Data.

### **3. Specific Processing of Geolocation Data**

Location tracking is core to the Zdrive platform:

\* For Customers: We collect precise location data when the Application is open or running in the foreground/during a ride. This is used to determine pickup/drop-off, calculate routes, estimate prices, and ensure ride safety.

\* For Drivers: We collect precise location data whenever the Driver is logged in as "Online", including when the app runs in the background. This allows matching with nearby Customers, route calculating, and billing validation.

### **4. Legal Basis and Data Sharing**

\* Legal Basis: Performance of a contract (processing rides), legitimate interest (platform security, fraud prevention), compliance with legal obligations (tax laws, taxi regulations).

\* Data Sharing: Data is shared between the matched Customer and Driver (names, vehicle details, live location during pickup/ride). Data is also shared with our cloud providers and payment gateway (Global Payments) to process transactions.

### **5. Data Retention and Your Rights**

\* Retention: Account data is kept for the duration of account existence. GPS trip history is kept for a maximum of 1 year for safety/complaint reviews, then deleted or fully anonymized. Tax invoices are kept for 10 years.

\* Your Rights: Under the GDPR, you have the right to access, correct, or erase your data, restrict processing, object to processing, and data portability. You can lodge a complaint with the Czech Office for Personal Data Protection (ÚOOÚ – [www.uoou.cz](http://www.uoou.cz)).

## **SECTION 5: LEGAL NOTICE (PRÁVNÍ DOLOŽKA / IMPRESSUM)**

### **1. Regulatory Information**

- 1.1. The operator is registered in the Trade Register (živnostenský rejstřík) administered by the relevant municipal authority in Prague in compliance with Act No. 455/1991 Sb.
- 1.2. The consumer protection supervisory authority is the Czech Trade Inspection (Česká obchodní inspekce - ČOI), Štěpánská 44, 110 00 Prague 1 ([www.coi.cz](http://www.coi.cz)).

### **2. Disclaimers and Copyright**

- 2.1. The content of citygo.info is prepared with utmost care. However, the Operator is not liable for the accuracy or completeness of third-party entries (e.g., independent Driver profiles).
- 2.2. All content, graphics, logos, and code on citygo.info and Zdrive are protected under Czech Copyright Law. Any unauthorized reproduction or distribution is strictly prohibited without written consent.