

1. DEFINITIONS, NATURE AND OBJECT OF AGREEMENT

1.1 Here and hereinafter the following abbreviations and definitions are used:
 1.1.1 **Terms and Conditions** – these Standard Terms and Conditions of Rental for renting the Vehicle and Accessories.
 1.1.2 **Lessor** – Aktsiaselts APR-Rent (registry code 10276625), which represents the trademarks "Hertz", "Thrifty" and "Dollar" in the Republic of Estonia in accordance with the franchise agreement with Hertz International Ltd., (also referred to as "**Hertz/DTG**").
 1.1.3 **Renter** – the natural person or legal entity set out on the front page on the Agreement.
 1.1.4 **Vehicle** – the vehicle that is set out on the front page of the Agreement and whose owner, authorised user or user is the Lessor or whose user rights belong to the Lessor on another basis.
 1.1.5 **Accessories** – the accessories (child safety seats, GPS-navigators, ski roof boxes, etc.) rented for the rental period along with the Vehicle in accordance with the Agreement.
 1.1.6 **Replacement Car** – the Vehicle that has been granted to the use of the Renter on the order of insurance companies, maintenance companies, etc. in accordance with agreements or contracts entered into between them and the Lessor.
 1.1.7 **Agreement** – the rental agreement between the Lessor and the Renter for using the Vehicle to which these Terms and Conditions apply.
 1.1.8 **Vehicle Condition Report** – a document which sets out the condition of the Vehicle and Accessories upon commencing use and that the Renter signs (also referred to as "**the Report**").
 1.2 The Renter shall enter into the Agreement with the Lessor for using the Vehicle and Accessories (if any Accessories are rented) and the legal relationship between them is qualified as a rental agreement. The Agreement shall be entered into for using one Vehicle at a time during the period provided for in the Agreement or until the Vehicle is actually again in the possession of Hertz/DTG.
 1.3 The Agreement and the Terms and Conditions shall provide the Renter's rights and obligations before Hertz/DTG and the rights and obligations of Hertz/DTG before the Renter.
 1.4 Hertz/DTG shall make the Terms and Conditions available to the Renter on the website www.hertz.ee, at its service points during the opening hours thereof or immediately before entry into the Agreement.
 1.5 The right of ownership of the Vehicle and Accessories or the user rights thereof shall belong to Hertz/DTG and the Renter shall have no authorisation for any transfer or assignment to any third parties of the user rights obtained upon entry into the Agreement and obligations assumed in connection therewith, except by special agreement with Hertz/DTG in writing.
 1.6 Hertz/DTG shall permit the Renter to use the Vehicle and Accessories solely and exclusively in compliance with these Terms and Conditions and the Agreement.
 1.7 By signing the Agreement, the Renter shall warrant that they have read the Agreement and the Terms and Conditions, undertake to perform all of the agreements set out therein and personally assume full liability for the violation thereof in accordance with that agreed on in the Agreement and the Terms and Conditions. The Terms and Conditions and the Agreement shall form a single legal relationship and they are inseparable from each other. The Agreement and the Terms and Conditions shall not become invalid after returning the Vehicle and Accessories within the extent to which their objective is to regulate relationships of the parties following the events referred to. Obligations arising but not performed before the end of the legal relationship between the parties shall also remain valid following the expiry of the Agreement.

2. AUTHORISED DRIVER OF VEHICLE

2.1 The Vehicle may be driven only by the Renter and/or other persons who are set out as an authorised driver by Hertz/DTG in the Agreement.
 2.2 The Vehicle may not be driven by and the Renter may not allow to drive such persons who are entitled to this end by the Agreement (incl. themselves) who:
 2.2.1 are not in compliance with the requirements set by Hertz/DTG or legislation as regard the validity of the driving licence, the age of the person and/or other possible restrictions;
 2.2.2 are under the influence of alcoholic, narcotic or other substances that inhibit consciousness and ability to react;
 2.2.3 are overtired or suffer from a disease or condition that inhibits consciousness and ability to react; or
 2.2.4 do not use the Vehicle in accordance with the Agreement, Terms and Conditions, requirements of Hertz/DTG and legislation.

3. DELIVERY AND RETURN OF VEHICLE AND ACCESSORIES

3.1 Hertz/DTG shall undertake to deliver to the Renter the Vehicle and Accessories that are in compliance with all of the requirements set by the manufacturer and in the legislation of the Republic of Estonia, along with all of the documents necessary for driving. Documents necessary for driving are deemed to include the documentation required by legislation for using the Vehicle in the territory of the Republic of Estonia.
 3.2 The Renter shall undertake to check the condition of the Vehicle and Accessories visually upon receipt thereof, make sure that it is/they are in compliance with that set out in the Report or, upon the absence thereof, the Agreement and confirm this with their signature. The Renter must have a representative of Hertz/DTG rectify any differences between that set out in the documentation and the actual condition of the Vehicle and Accessories before starting driving for the first time; no later claims shall be subject to satisfaction.
 3.3 The Renter shall be liable, during the rental period, for prudent use of the Vehicle and Accessories, attentive driving, adherence to legislation and the preservation and existence of the documents necessary for driving.
 3.4 The Renter shall undertake to return the Vehicle and Accessories to Hertz/DTG in the place, on the date and at the time set out in the Agreement and in the same technical condition, with the same equipment and documentation as when starting to rent it, normal wear and tear excepted. Normal wear and tear of the Vehicle shall be determined on the basis of the "Instructions for Determination of Normal and Abnormal Wear and Tear of Vehicles" of the Union of Estonian Car Sales and Service Enterprises (AMTEL).
 3.5 The Renter shall be obliged to return the Vehicle and Accessories to the agency of Hertz/DTG set out in the Agreement during the opening hours thereof. If the Renter returns the Vehicle and Accessories outside of opening hours, they must adhere to the rules of returning a Vehicle outside of opening hours that are in effect in the agency and that can be examined in the agency that has rented out the Vehicle or in the agency where they wish to return the Vehicle during the opening hours thereof or on the website www.hertz.com. Upon returning outside of opening hours, the Renter shall be liable for the Vehicle and Accessories until the employees of Hertz/DTG have obtained direct possession of the Vehicle and Accessories by receiving it/them.
 3.6 If the Renter has agreed with Hertz/DTG on a place for returning the Vehicle and Accessories other than an agency of Hertz/DTG, they shall be liable for the Vehicle and Accessories until the moment the employees of Hertz/DTG have obtained direct possession of the Vehicle and Accessories by receiving it/them.
 3.7 If the Renter does not return the Vehicle and Accessories to the agreed place of return at the time of return set out in the Agreement and does not agree with Hertz/DTG on another place or time, the Renter shall be liable before Hertz/DTG in full for any possible additional expenses and losses that Hertz/DTG may incur in connection therewith.
 3.8 The Renter shall be obliged to pay an extra fee, in accordance with the price list established by Hertz/DTG, for cleaning the Vehicle if, following its return, the Vehicle needs more thorough cleaning than the standard cleaning of Hertz/DTG.

4. CLIENT'S LIABILITY FOR DAMAGES, LOSS AND NON-PURPOSEFUL USE OF VEHICLE AND ACCESSORIES AND LIMITATION OF LIABILITY

4.1 The Renter shall, during the rental period, be liable in full for losses that the Lessor incurs in connection with any damages, impairment in any other manner, theft, destruction or loss in any other manner of the Vehicle and Accessories. The Renter may reduce their liability only in accordance with the insurance cover set out in clauses 4.5 and 7.3 of the Terms and Conditions.
 4.2 The Renter's liability shall include, *inter alia*, repair and/or replacement expenses of the Vehicle or parts thereof and Accessories, impairment of the market or residual value thereof, loss of income from rent due to repairs (considering the average cost of all of the estimated fees of the Agreement per day and daily mileage of at least 100 kilometres), expenses of parking and removing the Vehicle and administration expenses of the aforesaid expenses. If the aesthetic and/or technical condition of the Vehicle does not make it possible to rent it out any more following an accident, Hertz/DTG shall undertake to organise the repair of a Vehicle that has been in an accident as quickly as possible in order to minimise the claim that will arise against the Renter based on loss of income from rent.
 4.3 The Renter shall assume full liability for losses not specified in clause 4.2 and caused to third parties or to Hertz/DTG, except in the cases specified in clause 6.
 4.4 Services defined in clause 4.5 shall not constitute insurance for the purposes of the Insurance Activities Act, but a service offered by the Lessor in order to limit the liability of the Renter.
 4.5 Provided that the Renter has carried out all of the agreements set out in the Agreement as well as in the Terms and Conditions and damages, impairment in any other manner, disappearance, theft, destruction or loss in any other manner of the Vehicle, Accessories and parts thereof has not been caused upon driving the Vehicle by an unauthorised driver (except if it has been certified that the Vehicle has been stolen), due to gross negligence or intentionally, the Renter's liability shall be limited as follows:
 4.5.1 **Theft Protection ("TP")**
 If the Renter has accepted the Theft Protection with their signature or initials on the Agreement, their liability in the case of loss arising from vandalism, theft or attempted theft of the Vehicle or parts thereof shall be reduced to the excess set out in the Agreement and, in the case of Accessories, to the contractual penalty determined in the Lessor's price list. In the case of each loss event, the Renter shall be separately liable to within the extent of the excess and contractual penalty. If, in the case of the theft of the Vehicle, the Renter is not able to return to Hertz/DTG the documents of and keys to the Vehicle, the Renter shall be liable before Hertz/DTG in the amount that is equal to the sum of the acquisition cost of the Vehicle and the loss of income from rent.
 4.5.2 **Collision Damage Waiver ("CDW")**
 If the Renter has accepted the Collision Damage Waiver with their signature or initials on the Agreement, their liability in the case of any damage to/destruction of the Vehicle or parts thereof shall be reduced to the excess set out in the Agreement and, in the case of Accessories, to the contractual penalty determined in the Lessor's price list, provided that the damage is not connected to the vandalism, theft or attempted theft of the Vehicle.
 4.5.3 **Glass and Tyre Insurance ("GTI")**
 If the Renter has accepted the Glass and Tyre Insurance ("GTI") in the Agreement, their liability in the case of any damage to the tyres or passenger compartment windows of the Vehicle shall be reduced to zero euros, provided that the damage is not connected with the vandalism, theft or attempted theft of the Vehicle.
 4.5.4 **Super Cover ("SC")**
 If the Renter has accepted Super Cover with their signature or initials on the Agreement, their liability in the case of any damage to/destruction of the Vehicle or parts thereof shall be reduced to the excess set out in the Agreement and, in the case of Accessories, to zero euros. In the case of each loss event, the Renter shall be separately liable to within the extent of the excess. Super Cover shall not exempt the Renter from their liability for damage to the interior of the Vehicle not related to an accident.
 Additional terms and conditions:
 4.5.4.1 Super Cover shall be valid only upon prior acceptance of the Theft Protection and Collision Damage Waiver.
 4.5.4.2 If the Renter has accepted the Super Cover in the Agreement, but Hertz/DTG may not offer the service in accordance with a cooperation agreement entered into with the Renter's company, Hertz/DTG shall deem the Renter's excess to be the excess of the Theft Protection or Collision Damage Waiver depending on the compliance of the insured event with clauses 4.5.1 or 4.5.2 and undertake not to require any fee for Super Cover.
 4.5.4.3 The Lessor shall have the right not to offer Super Cover to the Renter, except if this is included in the tariff booked by the Renter.
 4.6 The Renter shall assume full liability for damage caused to the Vehicle due to inability to take into account the height of the Vehicle. Acceptance of the insurance set out in clauses 4.5.2, 4.5.4 and 7.3 shall not provide exemption from such liability.
 4.7 Upon bursting a tyre of the Vehicle, the Renter shall be obliged to pay a contractual penalty in accordance with the Lessor's price list. It is possible to be exempted from this obligation only upon accepting the insurance set out in clauses 4.5.3, 4.5.4 or 7.3.
 4.8 If the Renter does not accept with their signature or initials any insurance product offered by Hertz/DTG or wishes to use their own insurance upon renting the Vehicle, they shall undertake to compensate Hertz/DTG for any loss arising in the case of damage to/destruction, theft and/or loss of the Vehicle and/or parts thereof in full, except if other accepted insurance products limit liability. The Renter may be compensated for losses by their own insurance company only in accordance with the terms and conditions of an agreement between the insurance company and the Renter, but this shall not exempt the Renter from their liability before Hertz/DTG.
 4.9 Hertz/DTG shall not be liable, upon the use of the Renter's own insurance, for the receipt of indemnity, except provision with standard documentation (repair calculation, pictures) within 30 days of the detecting of the damage or loss by Hertz/DTG.
 4.10 The insurance set out in clauses 4.5.2, 4.5.4 and 7.3 and accepted by the Renter shall not cover any technical failures, incl. those of the engine, gearbox and clutch, if these are caused by incorrect driving techniques. The cause of the damage shall be determined via expert analysis performed by an official representative of the manufacturer. If the Renter does not accept the results thereof, the Renter shall have the right to order an independent expert analysis from an officially certified expert of the Republic of Estonia, the expenses of the expert analysis performed by whom shall be borne in full by the Renter, unless no use of incorrect driving technique is proven.

5. PERSONAL INSURANCE

5.1 The services defined in clause 5 shall not constitute insurance for the purposes of the Insurance Activities Act, but a service offered by the Lessor in order to limit the liability of the Renter.
 5.2 **Personal Accident Insurance ("PAI")**
 5.2.1 If the Renter has accepted PAI with their signature or initials on the Agreement, this shall insure the Renter, authorised drivers and passengers in the case of an accident that occurs while in the Vehicle or getting in or out of the Vehicle. Hitchhikers allowed into the Vehicle shall not be insured.
 5.2.2 An insured event ("**the Insured Event**") means death or injuries caused as a result of an accident specified in clause 5.2.1. The insured object means expenses directly related to the Insured Event.
 5.2.3 The insurance cover shall not be valid in the case of such Insured Events that are covered by any other insurance, incl. travel insurance or motor third party liability insurance.

5.2.4 Insurance indemnity ("**the Indemnity**") shall be paid only for indemnifying injuries and losses arising as a result of an Insured Event and only in accordance with the procedure provided for in the Terms and Conditions.
 5.2.5 In the case of the death of the Renter, authorised drivers or passengers, the Indemnity shall be paid to the bank account of the legal successors of the deceased person or, in the case of a minor deceased person, of their legal representative or successor within 60 days of the submission of a respective application to Hertz/DTG and the satisfaction thereof.
 5.2.6 In the case of injuries to the Renter, authorised drivers or passengers, the Indemnity shall be paid for certified justified expenses of medical aid and emergency medicine directly to the bank account of the injured person or their legal representative within 60 days of the submission of a respective application to Hertz/DTG.
 5.2.7 Indemnity in the case of death or disability shall be paid out in the cases and in the volume set out in the following table:

Loss	Indemnity per person	Maximum sum of Indemnity for all persons in Vehicle
Death	EUR 10,000	EUR 50,000
Permanent loss of capacity for work	EUR 10,000	EUR 50,000
Loss of eyesight in one or both eye(s)	EUR 5,000, but no more than EUR 10,000 upon totalling all Indemnities	EUR 20,000, but no more than EUR 50,000 upon totalling all Indemnities
Loss of one or more extremities	EUR 5,000, but no more than EUR 10,000 upon totalling all Indemnities	EUR 20,000, but no more than EUR 50,000 upon totalling all Indemnities

5.2.8 Indemnity in the case of injuries shall be paid out in the cases and in the volume set out in the following table, with the excess set out in the table being deducted from documented expenses:

Loss	Indemnity per person	Maximum sum of Indemnity for all persons in Vehicle	Excess
Expenses of emergency medicine	Up to EUR 2,000	Up to EUR 10,000	EUR 500
Expenses of medical aid	Up to EUR 2,000	Up to EUR 10,000	EUR 500

5.2.9 The PAI shall become invalid if the Vehicle was not driven by an authorised driver (except if it is certified that the Vehicle was stolen) or if the authorised driver was not in compliance with the requirements set out in clause 2 of the Terms and Conditions.
 5.2.10 The PAI shall become invalid if no respective Police record can be submitted regarding the occurrence of a traffic accident.

5.3 Personal Effects Coverage ("PEC")

5.3.1 If the Renter has accepted the PEC with their signature or initials on the Agreement, this shall insure the personal effects of the Renter, authorised drivers and passengers that are in the Vehicle in the case of a traffic accident, fire, attempted theft or theft. The following shall not be insured: cash, valuables and personal effects of hitchhikers allowed into the Vehicle.
 5.3.2 In the case of PEC, an insured event shall be an event specified in clause 5.3.1 ("**PEC-insured event**") and an insured object shall be the material damage arising due to circumstances directly related to these.
 5.3.3 The insurance cover shall not be valid in the case of such insured events that are covered by any other insurance, incl. travel insurance or motor third party liability insurance.
 5.3.4 In the case of the PEC, indemnity ("**PEC indemnity**") shall be paid only for indemnifying losses arising as a result of a PEC-insured event and only in accordance with the procedure provided for in the Terms and Conditions.
 5.3.5 In the case of the loss of personal effects of the Renter, authorised drivers or passengers as a result of a PEC-insured event, PEC indemnity shall be paid directly to the bank account of the aggrieved party within 60 days of the submission of a respective application ("**PEC application**") to Hertz/DTG and the satisfaction thereof.
 5.3.6 The amount of PEC indemnity shall be determined in accordance with the acquisition cost and year of acquisition of the objects listed in the PEC application, with 20% annual depreciation of the objects and with the maximum rates and excess set out in clause 5.3.7.
 5.3.7 Maximum rates of PEC indemnity and excess per Insured Event:

Insured Event	PEC indemnity of property of one person	Sum of PEC indemnity for all passengers in Vehicle	PEC excess
Traffic accident or fire	EUR 1,000	EUR 2,000	EUR 500
Attempted theft or theft	EUR 1,000	EUR 2,000	EUR 500

5.3.8 The PEC shall become invalid if the Renter has not made every effort to avoid the impairment of the property (left personal effects in a visible place in the Vehicle, did not lock the Vehicle, left windows open, etc.).
 5.3.9 The PEC shall become invalid if the Renter can submit no Police record regarding the occurrence of a PEC insured event.

5.4 Exclusions

No Indemnity shall be paid if an Insured Event is caused by, and no PEC indemnity shall be paid if a PEC-insured event is caused by:
 5.4.1 war, civil war, riots or revolt;
 5.4.2 self-inflicted injury, suicide or unlawful act committed by the insured person;
 5.4.3 escalation of a previously diagnosed illness, chronic illness or pregnancy;
 5.4.4 participation in a rally, test drive and/or race;
 5.4.5 using the Vehicle for a purpose other than that listed in clause 8 of the Terms and Conditions;
 5.4.6 allowing hitchhikers into the Vehicle;
 5.4.7 active service in the army, navy or air force;
 5.4.8 carrying more people than that permitted in the registration certificate or legislation.

6. THIRD PARTY LIABILITY INSURANCE

6.1 Hertz/DTG shall undertake to insure the Vehicle, in accordance with the Motor Insurance Act, with motor third party liability insurance ("**the Motor Insurance**") which is valid at least in the territory of the Republic of Estonia.
 6.2 The Motor Insurance of Vehicles of Hertz/DTG is in full compliance with all of the requirements of the legislation of the Republic of Estonia.
 6.3 Hertz/DTG shall not be obliged to provide the Renter with any other third party or civil liability insurance.
 6.4 The Motor Insurance shall limit, in the cases and to the extent provided for in the Motor Liability Act, the civil liability of the Renter and/or authorised driver upon causing a loss with the Vehicle, provided that this constitutes an insured event in accordance with the Motor Insurance Act.

6.5 In accordance with the Motor Insurance Act, an insured event means the causing of a loss to third parties if the following conditions are met at the same time:

6.5.1 the loss is caused by a vehicle that is subject to the insurance obligation arising from the Motor Insurance Act or the legislation of the state where the vehicle is normally based;

6.5.2 the loss is caused in the realisation of the risk characteristic of the operation of the vehicle in traffic and there is a causal link between the movement or location of the vehicle and the loss caused;

6.5.3 the loss is caused on the road or in another area used for conventional vehicle traffic.

6.6 An insured event is not deemed to cause a loss:

6.6.1 to a vehicle, incl. aircraft and water craft, except upon driving on or off a ferry engaged in regular services;

6.6.2 in a place closed and separated for racing, training or another similar event;

6.6.3 in the territory of an aerodrome closed to traffic;

6.6.4 on the road or in another area used for conventional vehicle traffic at a time when the area was closed to public traffic, and if the vehicle with which the loss was caused is used in forest, field or construction work or for another similar purpose and the loss was caused directly in the course of performance of the work.

6.7 In the case of an insured event, the loss shall be indemnified to the aggrieved party in the cases and to the extent provided for in the Motor Insurance Act by an insurer selected by Hertz/DTG.

6.8 The price of the Motor Insurance valid in the territory of the Republic of Estonia shall be included in the cost of the rent of the Vehicle. Hertz/DTG shall have no right to ask the Renter for any additional fee for this.

6.9 The Renter shall assume full liability for any claims if the use of the Vehicle is not in compliance with the requirements provided for in the Motor Insurance Act, clauses 2, 8 and 13 of the Terms and Conditions or legislation and shall undertake to compensate Hertz/DTG for all related losses.

6.10 Motor Insurance shall not exempt the Renter from their liability to the extent of the amounts of loss that exceed the maximum rates of the insured sums as provided for in the Motor Insurance Act.

6.11 Motor Insurance shall not exempt the Renter from possible criminal liability or compensate any legal or other expenses related to an insured event.

7. OTHER INSURANCE SERVICES

7.1 The services defined in clause 7 shall not constitute insurance for the purposes of the Insurance Activities Act, but services offered by the Lessor in order to limit the liability of the Renter or to manage risks.

7.2 Premium Emergency Roadside Service ("PERS")

7.2.1 If the Renter has accepted the PERS with their signature or initials on the Agreement, they shall be exempt from the obligation to pay service fees to Hertz/DTG upon eliminating the following problems arising from negligence or inability:

7.2.1.1 loss of a key to the Vehicle or locking thereof in the Vehicle;

7.2.1.2 emptying the battery of the Vehicle, except in cases of technical failure;

7.2.1.3 running out of fuel;

7.2.1.4 replacing or repairing a tyre if a tyre repair kit exists.

7.2.2 The PERS shall not provide exemption from the costs of repair of the Vehicle, fuel, refuelling and replacing keys or documents.

7.2.3 Hertz/DTG may use service providers to offer assistance.

7.2.4 If the Renter does not accept the PERS, they shall undertake, upon the occurrence of the events listed in clause 7.2.1, to pay a service fee for the assistance in accordance with the effective price list of Hertz/DTG or in accordance with the expenses actually arising if these are greater than those established in the price list.

7.3 Complete Protection Package ("CPP")

7.3.1 If the Renter has accepted the CPP with their signature or initials on the Agreement, this shall be equal to acceptance of the GTI set out in clause 4.5.3, the SC set out in clause 4.5.4, the PAI set out in clause 5.2, the PEC set out in clause 5.3 and the PERS set out in clause 7.2. All of the terms and conditions related to the aforesaid insurance cover shall apply.

7.3.2 The CPP shall be valid only along with prior acceptance of the CDW and TP.

8. USE OF VEHICLE AND ACCESSORIES

8.1 The Vehicle may be driven only in accordance with clauses 2 and 8 of the Terms and Conditions.

8.2 The Renter shall be liable for prudent use of the Vehicle and Accessories and for attentive driving of the Vehicle and undertake to use the Vehicle and Accessories only for the purposes prescribed to this end.

8.3 If the Renter violates the Terms and Conditions, they shall be liable for the total loss that their behaviour causes to Hertz/DTG, third parties and/or the Vehicle and/or Accessories and forfeit their right to limited liability regardless of the insurance services selected. Hertz/DTG reserves the right to take, at any time and at the cost of the Renter, the Vehicle and/or Accessories back into its possession if the Renter does not perform the Agreement and the Terms and Conditions.

8.4 When leaving the Vehicle, the Renter shall be obliged to lock the Vehicle and switch on the alarm system if this forms part of the equipment of the Vehicle. The Vehicle must be parked in a place prescribed to this end. If the Vehicle has been provided with removable GPS navigation equipment, it must be removed and deposited in a safe place when leaving the Vehicle.

8.5 Safety belts and child safety seats shall be used in accordance with the legislation of the Republic of Estonia.

8.6 The Renter shall be obliged to use the fuel prescribed for the Vehicle. The Renter shall assume full liability for any losses and expenses related to using incorrect fuel.

8.7 The Renter shall be obliged, after every 1,000 km driven, to check the level of oil and other liquids in the Vehicle. If the level is lower than that required, the Renter shall inform Hertz/DTG thereof. Adding liquids (except windshield-cleaning fluid) shall be permitted only with the permission of Hertz/DTG.

8.8 If the Vehicle is involved in an accident or a technical failure occurs, Hertz/DTG shall be informed thereof immediately. The Vehicle may be taken for servicing or repairs only with the permission of Hertz/DTG.

8.9 The Vehicle and its Accessories (where appropriate) may not be used:

8.9.1. to carry more people than that permitted in the registration certificate or technical specifications;

8.9.2. to carry cargo of greater quantity than that permitted in the registration certificate or technical specifications;

8.9.3. to push or tow other vehicles (incl. trailers) and other objects without the consent of Hertz/DTG;

8.9.4. on terrain or roads not meant for the Vehicle;

8.9.5. to carry goods that are not properly fastened;

8.9.6. to carry goods or objects whose odour damages the Vehicle or makes the immediate new renting out of the Vehicle impossible;

8.9.7. in rallies, test drives and races;

8.9.8 in violation of the Traffic Code;

8.9.9. for other unlawful activities;

8.9.10 for sub-leasing purposes without the consent of Hertz/DTG;

8.9.11. for driving in areas prohibited for traffic;

8.9.12 for driving lessons;

8.9.13 to transport passengers or cargo for business purposes without the prior consent of Hertz/DTG;

8.9.14 to carry animals; animals may be carried only by prior special agreement with Hertz/DTG in cages specially prescribed to this end;

8.9.15 for driving outside of the Republic of Estonia, except in the cases specified in clause 8.12;

8.9.16 in violation of clause 2 of the Terms and Conditions.

8.10 Upon entry into the Agreement, the Renter shall be obliged to inform the Lessor about their estimated driving route. Hertz/DTG may establish restrictions concerning the countries to which it is permitted to drive in the Vehicle. Upon

failure to adhere to these restrictions, Hertz/DTG may refuse to rent out the Vehicle and may withdraw from the Agreement that has been entered into.

8.11 Unless otherwise agreed with Hertz/DTG, the Vehicle and its Accessories may be used only in the territory of the Republic of Estonia. The Accessories may be used only together with the Vehicle.

8.12 Driving abroad.

8.12.1 With prior Hertz/DTG consent and only upon payment of a respective service fee (the "**Border Crossing Fee**"), the Vehicle of Hertz/DTG may be driven to the Republics of Finland, Latvia, Lithuania and Poland, the Kingdoms of Belgium, Denmark, The Netherlands, Norway and Sweden, and Federal Republic of Germany;

8.12.2 Returning the Vehicle in countries listed in clause 8.12.1 is only allowed for a respective additional fee (the "**Drop-off Fee**" or "**Intercity Fee**") and only in service points accepted by Hertz/DTG;

8.12.3 Driving to other countries of the European Economic Area is prohibited unless a special agreement with Hertz/DTG is reached. Additional restrictions, terms and various fees may apply;

8.12.4 Driving to Russia (including Kaliningrad Oblast), Belarus and any other country not listed in clauses 8.12.1 thru 8.12.3 is strictly prohibited;

8.12.5 The Border Crossing Fee is included in any Drop-off or Intercity Fee if the Renter has reserved or agreed with Hertz/DTG to return the Vehicle to any other service point accepted by Hertz/DTG.

8.13 Upon violation of the restrictions set out in clause 8.12, the Renter shall assume full liability for loss or damage caused to Hertz/DTG, the Vehicle, parts thereof, Accessories and/or third parties, which also include expenses related to possible confiscation of the Vehicle and Accessories or taking it them back to Estonia, including expenses incurred for replacing the Vehicle. Acceptance of the insurance services described in clauses 4.5, 5, 6 and 7 shall not provide exemption from this liability.

9. PAYMENT TERMS

9.1 By signing the Agreement, the Renter shall assume liability for paying Hertz/DTG all of the fees and expenses related to the Agreement and the performance or non-performance thereof, incl. any possible fines arising from failure to perform the Terms and Conditions or to adhere to legislation, and any claims of Hertz/DTG or third parties.

9.2 The Renter shall also be liable for payment of the entire value of the Agreement if the payer is a third party (e.g. employer, another company related to the Renter, travel agency or any other intermediary of car rental service) indicated by the Renter.

9.3 By signing the Agreement, the Renter shall authorise Hertz/DTG to debit the total value arising from the performance of the Agreement from their credit and/or payment card or, if so agreed, from another means of payment accepted by the Lessor.

9.4 Upon entry into the Agreement, Hertz/DTG shall have the right to pre-authorise the withholding of a security deposit on the Renter's credit card in an amount that is in compliance with the set of rules valid at that specific service point of Hertz/DTG, whereas the size of the security deposit may amount to the sum of the estimated value of the rent, possible excess, missing fuel and refuelling service charge.

9.5 If the Renter does not make payments related to the performance of the Agreement in a timely manner, Hertz/DTG shall charge interest at a rate of 3 months' Euribor plus 6% per annum.

9.6 The Renter shall be obliged to compensate Hertz/DTG for all of the legal, collection, court and other related expenses associated with the recovery of amounts not paid in a timely manner.

10. FEES

10.1 The rental fee shall be valid upon the use of the Vehicle and Accessories by the Renter under the terms and conditions agreed on upon signing the Agreement. The rental fee shall consist of the price of rent of the Vehicle and Accessories and fees for additional services that are included in the price package offered upon booking or that the Renter has requested upon booking the Vehicle and Accessories and/or signing the Agreement. All of the fees shall be subject to taxation in accordance with the legislation of the Republic of Estonia.

10.2 The rental fee shall be calculated on the basis of the tariff that is valid at the moment of booking the Vehicle and Accessories, has been agreed on between the Renter and Hertz/DTG upon entry into the Agreement and is inclusive of the services and prices, and the Lessor's price list. The Renter shall accept, by signing the Agreement, the Lessor's price list and shall be obliged, upon renting, to meet the terms and conditions that serve as a prerequisite for the validity of the tariff and that have been made known to them. The Renter shall also confirm that they have examined the price list. The terms and conditions of validity of the rate shall include requirements for the time and minimum length of rental, existence of discounts, etc.

10.3 All of the fees shall be calculated in 24-hour periods, unless the terms and conditions of validity of the tariff agreed on upon entry into the Agreement provide otherwise.

10.4 Rental days shall be calculated in the form of 24-hour periods from the starting time of renting the Vehicle and Accessories. Each following rental day shall take effect upon exceeding the starting time of renting the Vehicle and Accessories. Upon the expiry of the rental period, it shall be permitted to exceed the starting time by up to 29 minutes once before the calculation of the next rental day begins.

10.5 Following from the actual use of the Vehicle and Accessories by the Renter, expenses that cannot be foreseen at the outset of renting may be added to the final cost of the rent. These shall include price list-based changes in prices related to failure to adhere to the terms and conditions of validity of the tariff and other expenses, costs of additional services requested by the Renter during the rental period, expenses related to failure to adhere to the time and/or place of return set out in the Agreement, expenses of compensating losses related to the Vehicle and/or parts thereof and Accessories, fee for filling the fuel tank and the service fee related thereto, expenses of returning outside working hours and/or an office of Hertz/DTG, expenses of additional cleaning, expenses of traffic or parking fines and administration expenses of the aforesaid expenses, expenses arising from violations to the Agreement, the Terms and Conditions or legislation, expenses related to possible claims associated therewith and expenses related to the administration of these claims (incl. legal, collection and court expenses) and any other expenses that arise from using the car by the Renter but that are not agreed on between Hertz/DTG and the Renter at the beginning of the rental period.

10.6 The final value of the rent shall be determined after returning the Vehicle and the Renter shall be obliged to pay for all of the expenses arising from the performance or non-performance of the Agreement, incl. the expenses set out in clause 10.5.

11. EXPENSES OF FILLING FUEL TANK

11.1 The Vehicle shall be delivered to the Renter with a full tank of fuel, except upon renting a Replacement Car in some cases, and must be returned with the same amount of fuel. The fuel level of the Vehicle shall be set out in the Vehicle Condition Report or in the Agreement to within an accuracy of 1/8.

11.2 If the Vehicle is returned with less than the same quantity of fuel that was in the tank at the beginning of the rental period, considering an accuracy of 1/8, the Renter shall pay a service fee for the missing fuel and refuelling service on the basis of the Lessor's price list.

11.3 If, upon entry into the Agreement, the Renter expresses their wish to purchase a full tank of fuel in advance ("**Fuel Purchase Option**"), they shall undertake to pay for this in the amount set out in the Agreement and may return the Vehicle without refuelling. No settlements shall be made for fuel that is not consumed by the time of returning the Vehicle, except in special cases (campaigns, etc.).

11.4 In case the distance driven by the Vehicle during the rental is less than 100 kilometers Hertz reserves the right to ask the Renter to present a refuelling receipt proving that the Vehicle has been refuelled. If the said receipt cannot be produced Hertz may deem the Vehicle not properly refuelled, calculate a missing fuel in the

amount of 1/8 tank, and charge a fee for refuelling and missing fuel as set out in clause 11.2.

12. LIABILITY FOR PROPERTY

Hertz/DTG shall not assume any liability for the property and objects of the Renter, authorised additional drivers and passengers that are left in the Vehicle during its use or thereafter.

13. DAMAGE, ACCIDENTS, THEFT AND VANDALISM

13.1 The Renter shall be obliged to immediately inform Hertz/DTG and, on the request of the latter, the Police of any traffic accident or crash related to the Vehicle, theft of or damage to the Vehicle and Accessories and/or parts thereof and/or any other incident that has occurred involving the Vehicle or its Accessories. In the case of traffic accidents resulting in human injuries, it shall be obligatory to call a representative of the Police to the site of the accident.

13.2 Following an incident, the Renter may not accept any possible liability or exempt anybody from possible liability without the consent of Hertz/DTG.

13.3 The Renter shall be obliged to record the names, telephone numbers and addresses of the participants in and/or witnesses to the incident any may not collect oral information only.

13.4 If a third party is involved in an accident, the Renter shall be obliged to fill in a form accepted by the Estonian Traffic Insurance Fund regarding the traffic accident.

13.5 In the case of an accident, theft and/or vandalism, the Renter shall be obliged to fill in the respective form of Hertz/DTG regardless of filling in the form specified in clause 13.4. At the request of Hertz/DTG, the Renter shall also submit a signed letter of explanation, which contains a description of what happened and a copy of their driving licence. Upon failure to submit the required documentation, not even the insurance products described in clauses 4.5, 5, 6 and 7 and accepted by the Renter shall exempt them from liability to the extent of the total value of the Vehicle and other losses and claims arising from the accident, theft and/or vandalism.

13.6 If the Vehicle is stolen, the Renter shall return to Hertz/DTG the keys to and registration certificate of the Vehicle. If the Renter does not deliver the required objects to Hertz/DTG or does not fulfil the other requirements set out in clause 13, not even the insurance services specified in clauses 4.5 and 7.3 and accepted by the Renter shall exempt them from liability to the extent of the total value of the Vehicle and other losses arising from the accident, theft and/or vandalism.

13.7 The Renter shall be obliged to engage in full cooperation with Hertz/DTG and the insurers thereof in the investigation of a traffic accident, theft and/or act of vandalism, the provision of documentation and the resolution of legal issues.

13.8 If the weather conditions, darkness, place and/or time of returning the Vehicle make it impossible for employees of Hertz/DTG to detect the loss of parts of the Vehicle and/or Accessories and/or damage incurred by the Vehicle and/or Accessories during the rental period or if detection is aggravated due to the Vehicle or Accessories being unclean, the location of the damage and/or the initial location of the missing parts, Hertz/DTG shall have the right to require that the Renter also compensate the incurred loss after the detection thereof. Hertz/DTG shall have the right, within the framework of this clause, to require compensation only for such a loss that is detected within 3 days of the Vehicle being returned by the Renter, provided that the Vehicle is not rented out again during this period.

14. LIMITS ON LIABILITY

14.1 Hertz/DTG shall not be liable before the Renter or any third parties for losses or damages arising from renting and using the Vehicle and Accessories, unless they arise due to the direct gross negligence or intentional conduct of Hertz/DTG or are related to circumstances arising from clause 14.2. Hertz/DTG shall not assume any liability for indirect loss, loss arising from renting, loss of profits or any special loss.

14.2 Nothing set out in clause 14.1 shall exclude or reduce the liability of Hertz/DTG for death or damage to health if Hertz/DTG is liable for this in accordance with applicable legislation or other liability whose reduction or exclusion is not permitted pursuant to law.

15. PARKING AND TRAFFIC FINES

15.1 The Renter shall assume full liability for all of the traffic and parking fines incurred during the rental period and for other violations of law and the consequences thereof.

15.2 If the Renter is issued with a traffic or parking fine while renting the Vehicle, they shall inform Hertz/DTG thereof at the end of the rental period.

15.3 If the fines related to the violations specified in clause 15.1 are paid by Hertz/DTG, the Renter shall indemnify Hertz/DTG for the respective expenses and also pay interest on them, expenses arising from law and expenses arising in connection with the administration of the expenses on the basis of the price list of Hertz/DTG.

15.4 If the fines related to the violations specified in clause 15.1 are paid by the Renter, but Hertz/DTG has to provide information about this to supervisory agencies or perform other activities, the Renter shall undertake to indemnify Hertz/DTG for the expenses arising in connection with the administration of the activities on the basis of the price list of Hertz/DTG.

15.5 At the request of the Renter, Hertz/DTG shall submit to the Renter a copy of the claims subject to payment that Hertz/DTG has had to pay and that arise from use of the Vehicle.

16. PERSONAL DATA

16.1 By signing the Agreement, the Renter shall permit Hertz/DTG to store and process their personal data and data arising from the Agreement in accordance with the needs of Hertz/DTG, which include statistical analysis, checks on creditworthiness and protection of the property of Hertz/DTG. Upon a violation of the Agreement by the Renter, Hertz/DTG may make the data public and forward them to third parties according to the need to eliminate the loss arising to Hertz/DTG from the violation of the Agreement and precluding loss in the future.

16.2 The Renter agrees that if they use a CDP number (discount code) or other similar code(s) upon renting the Vehicle, Hertz/DTG shall have the right to share the personal data of the Renter with the company or institution that shares the CDP number or other respective code.

16.3 The Renter is aware of and agrees to the fact that if there is reason to suspect that they are involved in unlawful activities or that their activities are unlawful, Hertz/DTG may communicate their personal and rental data to officially certified third parties interested in the matter, including the Prosecutor's Office, Police, Security Police, Municipal Police and trustees in bankruptcy.

16.4 The Renter shall have the right to examine their personal data stored by Hertz/DTG.

16.5 Hertz/DTG shall have the right to share the Renter's personal data with persons operating under the trademark of Hertz/DTG and with authorised processors thereof. The Renter shall herewith grant their informed consent for cross-border communication of personal data by Hertz/DTG to countries that do not guarantee a sufficient level of data protection.

17. VALIDITY OF TERMS AND CONDITIONS

17.1 Hertz/DTG reserves the right to amend the Terms and Conditions unilaterally and without advance notice, but this shall not affect the validity of Terms and Conditions that have become part of an Agreement that has already been entered into.

17.2 The violation of any of the clauses of the Agreement shall not cancel the Agreement or exempt Hertz/DTG or the Renter from mutual obligations in accordance with the rest of the Agreement and the Terms and Conditions.

17.3 Any disputes between Hertz/DTG and the Renter shall be resolved by agreement between the parties. If agreement is not reached, the dispute shall be resolved in Harju County Court in accordance with the legislation of the Republic of Estonia.