General Terms & Conditions

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AUTO 100 RENT OÜ

AUTO 100 RENT - GENERAL TERMS AND CONDITIONS

1. General provisions.

1.1 These general conditions (**"General Conditions"**) are concluded between the customer (**"Lessee"**) and OÜ Auto 100 Rent (registration code no. 10694908; address Tallinna tn 45, Viljandi, Estonia) (**"Lessor"**).

1.2 The General Terms and Conditions are an integral part of the booking agreement (**"Booking Agreement"**) and rental agreement (**"Rental Agreement"**) concluded between the Lessor and the Lessee.

1.3 The Lessee confirms that he/she has read and understood the General Terms and Conditions and that the rights and obligations of the Lessor and the Lessee are balanced and correspond to the agreed risk distribution.

1.4 The Lessee ensures that the drivers specified in the Booking and Rental Agreement fulfill the obligations stipulated in the General Terms and Conditions. The Lessee is responsible for the activities of the drivers specified in the Booking and Rental Agreement.

2. Booking and Rental Agreement.

2.1 The Lessee concludes two agreements with the Lessor: the Booking Agreement for booking the Rental item and the Rental Agreement for obtaining the right to use the Rental item.

2.2 With the Booking Agreement, the Lessor undertakes not to hand over the reserved vehicle to a person other than the Lessee on the start date of the rental period indicated in the booking. The Lessee undertakes to pay the Lessor a Booking fee that corresponds to the amount of the fee for the Rental item.

2.3 With the Rental Agreement, the Lessor undertakes to provide the Lessee with a vehicle for use, and the Lessee undertakes to pay the Lessor a fee for this.

3. Conclusion of the Booking Agreement

3.1 The Lessee submits a booking for the vehicle via the Lessor's website (www.auto100rent.ee), selecting the vehicle and indicating the desired rental period (**"Booking"**). The desired rental period is the period of time indicated in the Booking during which the Lessee wishes to rent the vehicle (**"Desired Rental Period"**).

3.2 When submitting a booking, the Lessee confirms the booking and pays the booking fee, which corresponds to the amount of the fee for the rental item during the Desired Rental Period (**"Booking Fee"**).

3.3 After submitting the Booking, the Lessor checks the Compliance of the Booking with the requirements set forth in clauses 3.1 and 3.2 of the General Terms and Conditions. If the necessary requirements are met, the Lessor confirms the Booking. The Lessor is not obliged to confirm the Booking. Upon confirmation of the booking, an e-mail with the confirmation of the booking will be sent to the e-mail address of the

Lessee specified in the booking.

3.4 The booking agreement is considered concluded between the Lessor and the Lessee from the moment the Lessor sends the Lessee the confirmation of the Booking to the contact address indicated in the Booking or informs him in another way about the confirmation of the Booking.

3.5 Bookings are generally confirmed within 24 hours on working days.

3.6 In case of consumer, The Lessee confirms that by submitting and confirming the booking, Lessee agrees to the provision of services, etc., and confirms that upon execution of the contract, loses Lessee's right of withdrawal according to § 53 pt 4 p 1 of the Law of Obligations Act.

4. Subject of the Booking agreement.

4.1 The object of the Booking contract is the vehicle corresponding to the characteristics of the vehicle specified in the reservation (**"Booking Item"**).

4.2 By entering into the Booking Agreement, the Lessor undertakes to ensure that the conclusion and performance of the Rental Agreement is possible on the start date of the Desired Rental Period, except in the event that it is not possible to make the Booking Item available to the Lessee for good reason.

4.3 A valid reason why the Booking Item cannot be made available to the Lessee is, among other things, overlap of bookings, technical failure of the Booking Item, destruction of the Booking Item, delay in return, etc.

4.4 In the event of a compelling reason, the parties to the Booking Agreement consider that the Lessor has not breached the Booking Agreement and is not responsible for it.

4.5 The Lessor will return the Booking Fee to the Lessee if there is a valid reason, except if the Lessor replaces the Booking Item.

4.6 The Lessor may, in the case provided for in Clause 4.3 of the Booking Agreement, replace the Booking Item with another equivalent item. If the Lessor replaces the Booking Item, the amount of the Booking Fee will not change. If the Lessor replaces the Booking Item with another equivalent item, the parties consider that the Lessor has not breached its obligations and is not responsible for it.

4.7 The Lessor will not replace the Booking Item if replacement is impossible. Replacement is impossible if the Lessor does not have another equivalent Booking item. Replacement is not considered impossible if the Lessee refuses to accept an equivalent replacement Booking Item.

4.8 If it is impossible to replace the Booking item, the Lessor will return the Booking Fee to the Renter.

4.9 If the Lessor cannot provide the Lessee with the Booking Item for a good reason or the replacement of the Booking Item is not possible, the Lessor will not compensate the Lessee for the costs caused by the loss of the possibility to use the Booking Item, including costs related to trip interruption (including travel tickets, fees and expenses related to accommodation, etc.) and lost income. In the case of a Consumer Lessee, the Lessor will not compensate for the aforementioned damage, unless it was due to the Lessor's intent or gross negligence.

5. Changing the booking.

5.1 Changing the booking is allowed no later than 72 hours before the start of the Desired Rental Period. Due to a booking change, the Booking Fee may change (e.g. due to booking a vehicle with a higher rental fee).

5.2 To change the booking, you must send an e-mail to the Lessor at the address info@auto100rent.ee.

6. Cancellation of booking.

6.1 The Lessee has the right to cancel the booking. The Lessee must pay a fee for cancellation of the Booking (**"Cancellation Fee"**).

6.2 If the Lessee cancels the Booking no later than 72 hours before the start of the Desired Rental Period, the Cancellation Fee is 25% of the Booking Fee.

6.3 If the Lessee cancels the Booking within 72 hours before the start of the Desired Rental Period, the Cancellation Fee is 100% of the Booking Fee. The Parties also consider cancellation of the Booking by the Lesee if the Lessee does not show up to receive the Booking Item by the beginning of the Desired Rental Period.

6.4 The Lessor has the right to cancel the Booking, if the Lessee becomes aware of circumstances that prevent the use of the Booking Item and/or the conclusion of the Rental Agreement subsequent to the Booking Agreement, including if the Lessee does not have the right to drive the relevant category, the Lessee does not pay the Rental Fee or does not make other contractual payments, including if he does not have do not have sufficient funds to make these payments, as well as in the event that the Lessee provides false information.

6.5 If the Lessor cancels the Booking for the reasons specified in clause 6.4 of the Booking Agreement, the Cancellation Fee is 100% of the Booking Fee.

6.6 In case of cancellation of the Booking Agreement, the Lessor shall return the Booking Fee, less the Cancellation Fee, to the Lessee.

7. Conclusion of the Rental Agreement.

7.1 The Lessee and the Lessor conclude the Rental Agreement at the Lessor's location or electronically.

7.2 A Rental agreement may be formed by signing the Rental Agreement or accepting the Rental Item. A Rental agreement is created upon acceptance of the Rental Item, if the parties do not sign a written Rental Agreement, but the Lessor forwards the Rental Agreement to the Lessee at the address (e-mail address) notified by the Lessee, and the Lessee accepts the Rental item in accordance with Clause 12 of the General Terms and Conditions.

8. Object of the Rental Agreement. The subject of the Rental Agreement is the vehicle handed over to the Lessee under the Rental Agreement together with the keys, documentation, etc. belonging to it (**"Rental item"**).

9. Rental period.

9.1 In the Rental Agreement, the Lessor and the Lessee agree on the rental period during which the Lessee has the right to use Rental Item (**"Rental Period"**).

9.2 The renter can rent Rental Item for a short-term (**"Short-term Rent"**) or long-term (**"Long-term Rent"**). In the case of a Short-term rental, the Rental period is 1 day to 90 days (inclusive). In the case of a Long-term rental, the rental period is from three (3) months to 12 months.

9.3 Rental periods are: 1 day = 24 h; week = 7 days; month = 30 days.

9.4 In the case of a Short-term Rental, the Lessor and the Lessee may extend the Rental period by agreement. In the case of a short-term rental, the Rental Agreement will not be extended unless the Lessee and the Lessor make a corresponding agreement and the Lessee continues to use the Rental Item after the end of the Rental Period. In the case of a long-term rental, the maximum rental period is 12 months. If the Renter's agreed

Rental Period is shorter than 12 months, the Renter's Rental Period is automatically extended to 12 months if the Renter continues to use the Rental Item after the agreed Rental Period and does not return it to the Lessor.

9.5 In the case of a Long-term rental, the maximum rental period is 12 months. If the Lessee's agreed Rental Period is shorter than 12 months, the Lessee's Rental Period is automatically extended to 12 months if the Lessee continues to use the Rental Item after the agreed Rental Period and does not return it to the Lessor.

10. Rental fee and delay.

10.1 The Lessee is obliged to pay a fee for the use of the Rental Item (**"Rental Fee"**). If the Renter has paid the Booking Fee, the Lessor considers it as the Rental Fee. If the Booking Fee is less than the Rental Fee, the Lessee must pay the missing part of the Rental Fee.

10.2 The Lessee pays the Rental Fee before the start of the Rental Period. The Lessor and the Lessee may agree to pay the Rental Fee at another time.

10.3 If the Lessee returns the Rental Item before the end of the Rental Period, the Lessor will not return the Rental Fee. The Lessor will not return the Rental Fee even if the Lessee cannot use Renta Item during the Rental Period due to a circumstance or event arising from the Lessee, the risk of occurrence of which shall be borne by the Lessee (e.g. an accident or other malfunction caused by the Lessee that prevents the use of Rental Item).

10.4 If the Lessor and the Lessee extend the Rental Period by agreement, the Lessee shall pay an additional fee according to the fee rate agreed in the Rental Agreement. If the Lessee returns the Rental Item up to four hours after the Rental Period, he pays the additional hour fee agreed in the Rental Agreement according to the number of hours exceeded in the Rental Period. If the Renter returns the Rental Item more than four hours after the Rental Period, he pays the Rental Fee agreed in the Rental Agreement calculated for one day. The Lessee pays the Rental Fee agreed in the Rental Agreement for one day also for each subsequent day exceeded in the Rental Period.

10.5. In the event of an extension of the Long-term Rent according to p. 9.5 of the General Terms and Conditions, the Lessee shall pay the Rental Fee in accordance with the agreed fee per day in the Booking Agreement.

10.6 If the Lessee does not pay the Rental Fee or does not fulfill any other financial obligation arising from the Rental Agreement or the General Terms and Conditions on time, the Lessee shall pay a late payment of 0.5% of the unpaid amount for each day of delay in fulfilling the obligation.

11. Deposit.

11.1 Before handing over the Rental Item, the Lessee pays the deposit agreed in the Rental Agreement (**"Deposit")** to the Lessor or provides the Lessor with a bank card issued in the Lessee's name and with a sufficient limit (credit card or suitable debit card, i.e. Visa, MasterCard) to reserve the Deposit.

11.2 The Lessor uses the Security Deposit to cover possible damages, fines, deductibles, etc. financial payments.

11.3 The Lessor returns the Security Deposit to the Lessee in full if the Lessor has no claims or demands against the Lessee. If the Security Deposit is reserved from the current account, the Lessor will release the reserved amount. In the event of claims or other claims, the Lessor offsets its claim against the Tenant's claim for the return of the Security Deposit. In such a case, the Lessor will return the Security Deposit in the part in which it exceeds the Lessor's claim against the Lessee.

11.4 The Lessor returns the Security Deposit generally within seven days: after the end of the Rental Period and the return of the Rental Item; or after finding out the deficiency or damage and making offsets.

11.5 The Lessor will not return the Security Deposit if the Lessor and the Lessee agree in the next Rental agreement that the Security Deposit also guarantees the Lessee's obligations arising from this next Rental agreement. In this case, the Lessor will return the Security Deposit in accordance with Clause 11 of the General Terms and Conditions.

11.6 If the Lessee and the Lessor change the Rental Agreement (including extending the Rental Period, replacing or changing the Rental Agreement), the Security Deposit also guarantees the Lessee's obligations arising from changes to the Rental Agreement.

11.7 If the Lessee and the Lessor have concluded several Rental Agreements, the deposit paid on the basis of each concluded Rental Agreement guarantees the Lessee's obligations arising from all concluded Rental Agreements.

11.8 The Lessor does not pay interest on the Security Deposit.

11.9 By returning the Security Deposit, the Lessor does not waive its claims against the Lessee or confirm their absence. The Lessor may file claims against the Lessee regardless of the return of the Security Deposit (including, for example, in a situation where a claim against the Lessee is revealed later). The Lessor can deduct the amount of the claim from the Lessee's bank card.

12. Pick-up and acceptance of the Rental Item.

12.1 The Lessor hands over the Rental Item to the Lessee at the Lessor's location, unless otherwise agreed. The rental item can also be handed over contactlessly: the Lessor sends a personal code via SMS/e-mail to the phone number/e-mail provided by the Lessee. With which the Lessee can open a smart locker at the Lessor's location, which contains the Rental Item's keys and the necessary documents to use the Rental Item.

12.2 The Lessee shall submit to the Lessor the valid driver's licenses of the drivers specified in the Rental Agreement before handing over the Rental Item.

12.3 The Lessor hands over the Rental Item to the Lessee with a full fuel tank, clean and in a technically sound condition.

12.4 When handing over the Rental Item to the Lessee, the Lessor photographs its condition with photos, which are attached to the Rental Agreement. The defects of the Rental Item that exist at the time of handing over the Rental Item to the Renter (including external and visible damages, etc.) are the properties of the Rental Item that the Lessee agrees to when he accepts the Rental Item.

12.5 The Lessee is obliged to check the Rental Item before accepting it and make sure of its suitability and order.

12.6 By signing the Rental Agreement and accepting the Rental Item, the Lessee confirms that he/she has inspected the Rental Item and has no complaints, the Rental Item corresponds to the condition as captured in the Lessor's pictures and in the Rental Agreement (clause 12.4 of the General Conditions), the Lessee has familiarized himself with these General Terms and Conditions and the Rental Agreement.

13. Use of Rental Item.

13.1 The Rental Item may be used in accordance with the requirements set forth in the Rental Agreement and the General Terms and Conditions.

13.2 The Lessee ensures that Rental Item is managed only by the drivers specified in the Rental Agreement, who has the right to drive in the relevant category according to the law, who is at least 21 years old and has two years of driving experience. Other persons do not have the right to manage Rental Item. The Lessee is prohibited from handing Rental Item over to a driver not named in the Rental Agreement.

13.3 The Lessee is obliged to use Rental Item in a prudent manner, in accordance with the manufacturer's instructions and good practice.

13.4 The Rental Item may only be used in the area of use specified in the Rental Agreement, unless the Lessor and the Lessee agree differently, at least in a form that allows reproduction in writing.

13.5 The Rental Item may be used only within the mileage limit agreed in the Rental Agreement. If the mileage limit is exceeded, the Lessee pays an additional fee according to the rate stipulated in the Rental Agreement.

13.6 The Lessee is forbidden to drive, and he/she undertakes to ensure that no other person drives Rental Item under the influence of alcohol or with signs of alcohol consumption, in a state of fatigue or under the influence of any psychotropic or narcotic substance.

13.7 It is forbidden to use Rental Item for driving on a circuit, participating in competitions, rallies or tests, etc. It is forbidden to use Rental Item for educational purposes, for paid transport of passengers, for the transport of dangerous substances or live animals, etc.

13.8 It is forbidden to use the Rental Item on unsurfaced roads (except official gravel roads) or on roads (including official gravel roads) whose surface or condition may endanger the condition of the Rental Item as set out in clause 12.4 of the General Terms and Conditions, including damage to the Rental Item's rims, tires, body mechanisms and/or parts .

13.9 It is forbidden to smoke (including e-cigarettes), consume alcohol or drugs in the rental property.

13.10 The Lessee is prohibited from abandoning Rental Item.

13.11 The Lessee is obliged to ensure, at his own expense, the normal maintenance of the Rental Item, in particular to eliminate defects that can be eliminated by cleaning as part of normal maintenance. The Lessee does not have the right to repair Rental Item, including regular maintenance, routine minor repairs or replacement of low-value equipment, etc.

13.12 The Lessee is obliged to make sure of the technical condition of the Rental Item before each ride and to monitor the technical condition of the Rental Item during its use (driving), including the presence (lack or absence) of oils and other fluids in the systems, the condition of the tires, the tread depth and their compliance with the season.

13.13 The Lessee is obliged to immediately stop using the Rental Item (driving) if the Rental Item has a technical fault or an obstacle that does not allow further use of the Rental Item (including the check-engine warning light for a significant engine failure), until the failure or obstacle is eliminated. The Lessee is obliged to immediately notify the Lessor of the aforementioned failure or obstruction, as well as any other important warning light, and wait for the Lessor's instructions.

13.14 The Lessee is obliged to refuel the Rental Item only with high-quality motor fuel intended for the Rented Item. The Lessee bears the fuel cost of the Rental Item.

13.15 The Lessee is obliged to immediately inform the Lessor of a traffic accident, theft, vandalism, etc.

13.16 The Lessee is obliged to notify the Lessor in good time of the need for regular maintenance or any other maintenance of the Rental Item (including seasonal tire change). The Lessee hands over the Rental Item to the Lessor for proper maintenance. The Lessee does not have the right to receive a fee (including a reduction of the rental fee) or a replacement Rental Item (replacement car) for the time of regular maintenance. The renter is also obliged to inform about the need for some other maintenance, if there is a defect in the Rental Item that prevents the contractual use of the Rental Item. In this case, the Lessee has the right to reduce the Rental Fee or receive a replacement Rental Item for the maintenance time, unless the

Lessee is responsible for the deficiency.

13.7 The Lessee is obliged to do everything reasonably possible to avoid and reduce damage to the Lessor or third parties.

14. Return of the Rental Item.

14.1 The Lessee is obliged to return the Rental Item at the end of the Rental Period at the location of the Lessor at the specified time, unless otherwise agreed, and in the condition in which it was at the time of handover to the Lessee.

14.2 The Rental Item can also be returned contactlessly. In this case, the Lessor will send the information necessary for contactless return to the Lessee's e-mail address or phone number. In the case of contactless return, Rental Item must be returned to the parking lot of the Lessor's location and the keys and other documents handed over to the Lessee must be left in the smart locker located at the Lessor's location. The Lessor sends the necessary codes to access the parking lot and/or to leave the keys and documents in the smart locker to the e-mail address or phone number notified by the Lessee.

14.3 The Lessee is obliged to return the Rental Item with a full fuel tank and a clean cabin. If the Lessee returns the Rental Item, the Lessor will organize the exterior washing and dry cleaning (with a vacuum cleaner) of the Rental Item at its own expense.

14.4 If the Lessee is late in returning the Rental Item, the Lessee shall pay three times the Rental Fee for each day of delay, but not less than two days' Rental Fee, and compensate other damages, including lost income.

14.5 When returning the Rental Item, the Lessor shall record its condition by taking pictures within 72 hours from the date of return of the Rental Item. If, after the return, the Rental Item does not correspond to the condition in which it was at the time of delivery according to clause 12.4 of the General Terms and Conditions, the returned Rental Item is defective. It is assumed that the defect detected within 72 hours after the return was present at the time of the return of the Rental Item.

14.6 If the Lessee returns the Rental Item unwashed, the defects of the Rental Item are not visible at the time of handover and it is not possible to fix them accordingly. In this case, the Lessor will fix the defects of the Rental Item after washing the Rental Item, but no later than within 72 hours of returning the Rental Item.

14.7 The Lessee is responsible for any defects in the Rental Item that arise while the Rental Item was in the Lessee's possession (i.e. after the Rental Item was handed over to the Lessee and before its proper return to the Lessor).

15. Lessor's rights and obligations.

15.1 The Lessor has the right to check the condition of the Rental Item and its condition at any time.

15.2 The Lessor has the right to control the movement and use of the Rental Item using a tracking device installed in the Rental Item (vehicle). The Lessor has the right to activate the ignition block of the Rental Item if the Lessee has not paid the Rental Fee on time or there are other grounds specified in clause 16.2 of the General Terms and Conditions.

15.3 The Lessor determines the place, conditions and extent of repair or maintenance of the Rental item, regardless of the location of the Rental item. The Lessor arranges regular maintenance of the Rental Item at his own expense (including seasonal tire or oil change). The lessor also organizes some other maintenance if the Rental Item has a defect, due to which it is not possible to use the Rental Item as per the contract. In this case, the Lessee bears the maintenance costs if the Lessee is responsible for the deficiency.

15.4 The Lessor is obliged to hand over the Rental Item to the Lessee at the Lessor's location, unless otherwise agreed

16. Termination of the rental agreement.

16.1 The Rental Agreement ends with the return of the Rental Item to the Lessor in accordance with the conditions stipulated in the Rental Agreement and the General Terms and Conditions, if the Lessor has no claims against the Lessee and has returned the Security Deposit to the Lessee. However, the termination of the Rental Agreement does not affect the validity of the rights and obligations that arose before the termination of the Rental Agreement (including the right to use legal remedies due to breach of obligations, to demand liquidated damages, etc.).

16.2 In the case of a Long-Term Rent, the Lessor may unilaterally terminate the Rental Agreement at any time before the end of the Rental Period, by notifying the Lessee at least one month in advance. In this case, the Rental Agreement will expire one month after the notification of termination of the Rental Agreement is sent to the Lessee's e-mail address.

16.3 The Lessor may unilaterally terminate the Rental Agreement without prior notice at any time before the end of the Rental Period, if there is a good reason for doing so. The effective reason is, among others, the following:

16.3.1 The Lessee raises suspicions in the Lessor, which gives rise to the belief that the Lessee does not fulfill the obligations stipulated in the Rental Agreement and the General Terms and Conditions, including that he/she does not have the right to use the Rental Item or that he/she would not be able to cope with the use of the Rental Item;

16.3.2 The Lessee violates the obligation or prohibition stipulated in the Rental Agreement or the General Terms and Conditions;

16.3.3 The Lessee provides false information when concluding the Rental Agreement;

16.3.4 The Lessee uses Rental Item for criminal or malicious purposes;

16.3.5 The Lessee misleads the Lessor or other circumstances appear that may jeopardize the interests of the Rental Item or the Lessor;

16.3.6 The Lessee uses Rental Item outside the area of use agreed in the Rental Agreement, without the written consent of the Lessor.

16.4 The Rental Agreement is deemed to be unilaterally terminated within the meaning of point 16.3 of the General Terms and Conditions from the moment the Lessor submits the relevant application in writing or in a form that enables written resubmission to at least one address of the Lessee specified in the Rental Agreement (including e-mail address, address or residential address).

16.5 Upon termination of the Rental Agreement, the Lessee must immediately return the Rental Item. The costs related to the return of the Rental Item are borne by the Lessee.

16.6 As a consumer, The Lessee confirms that he/she agrees to the provision of services or performance and confirms that upon execution of the Rental Agreement he/she loses the right to terminate the agreement provided for in § 56 (1) of the Law of Obligations Act.

17. Liquidated damages and fees for other services.

17.1 The Lessor has the right to demand from the Lessee, among other things, the following fines or service fees:

17.1.1 Acquisition cost of the Rental item in case of violation of the prohibition stipulated in clause 13.10 of the General Terms and Conditions.

17.1.2 2,000 euros in case of violation of the prohibition stipulated in clause 13.6 of the General Terms and Conditions.

17.1.3 2000 euros in clauses 13.3, 13.4, 13.7 of the General Terms and Conditions. and in case of violation of the prohibition set forth in 13.8.

17.1.4 1,000 euros in case of violation of the prohibition stipulated in clause 13.2 of the General Terms and Conditions.

17.1.5 400 euros in case of damage to the glass of the Rental item (crack, chip, etc.).

17.1.6 300 euros in case of violation of the prohibition stipulated in clause 13.9 of the General Terms and Conditions.

17.1.7 200 euros for missing vehicle equipment or additional equipment, plus the costs incurred to replace the missing equipment in accordance with the price list of the car dealership;

17.1.8 100 euros in case of loss or destruction of the documents of the Rental Item, plus a state fee in accordance with the applicable legislation;

17.1.9 100 euros in case of loss or destruction of the key(s) of the Rental item, plus all the costs incurred to replace the key(s) according to the price list of the car dealership;

17.1.10 200 euros in case of leaving the Rental Item or keys in a location not designated for this without prior agreement with the Lessor, to which are added all costs related to the return of the rental object or keys;

17.1.11 75 euros service fee for a thorough cleaning of the Rental Item salon (including trash removal); 300 euros as a service fee if Rental Item needs dry cleaning due to its condition;

17.1.12 15 euros administrative service fee for third-party claims (e.g. parking fine, speed camera fine), to which the third-party claim is added;

17.1.13 15 euros service fee for missing fuel when returning the Rental item, plus the cost of the missing fuel;

17.2 The Lessor may also demand from the Lessee a contractual penalty of up to 2,000 euros for violations of other obligations not mentioned in clause 17.1 of the General Conditions (including obligations stipulated in the Rental or Booking Agreement) (e.g. by damaging any other part of the interior/exterior of the Rental Item).

17.3 The liquidated damages stipulated in the General Terms and Conditions, the Rental or Booking Agreement do not exclude the Lessor's right to claim damages from the Lessee that exceed the liquidated damages.

17.4 Submitting a liquidated damages claim to the Lessee or fulfilling it by the Lessee does not exclude or limit the Lessor's right to claim and the Lessee's obligation to pay the deductible in the event of an insurance event in accordance with Clause 19 of the General Terms and Conditions.

18. Damages.

18.1 The Lessee compensates the Lessor for the damage caused by the violation of the obligations stipulated in the Booking, Rental Agreement or General Terms and Conditions, including the damage that is required to eliminate the deficiency, and the damage that occurs due to the accidental destruction or damage of a third

person or thing at a time when the Lessee has not been returned to the Lessor in accordance with the contract.

18.2 A person who enters into a Booking and/or Rental Agreement on behalf of another person, without having the right of representation, is responsible for the fees (including the Booking or Rental Fee), expenses, etc. resulting from the Booking and Rental Agreement.

18.3 The Lessee also pays compensation to the Lessor for the time it takes for the Lessor to find out the damage and to restore the condition of the Rental Item, but not for more than 30 days. The compensation is equal to the Rental Fee for the corresponding time (1 day repair = 1 day Rental Fee).

18.4 The Lessee bears the damage caused by a traffic accident, illegal behavior of a third party, etc., to the extent not covered by the insurance. The Lessee bears the deductible for the insured event. The rate of the lessee's deductible is agreed in the Rental Agreement or in the General Terms and Conditions. If the insurance company refuses to pay the insurance compensation or if the loss event is not an insured event, the Lessee undertakes to compensate the Lessor for all the damage incurred.

18.5 The Lessee is fully responsible for all parts and accessories lost or replaced by the Lessee.

18.6 The Lessee is obliged to submit a written explanation of the incident to the Lessor within 24 hours from the occurrence of damage (including the loss of items or documents).

18.7 The Lessor will not compensate the Lessee for the costs caused by the loss of the possibility to use the Rental Item, including the costs related to the interruption of the trip (including travel tickets, fees and expenses related to accommodation, etc.) and lost income, except if it is caused by the Lessor's intent or gross negligence. Said damage is the Lessee's own risk.

18.8 If the Lessee does not agree with the claim submitted by the Lessor or its amount, he has the right, in accordance with clause 21.2 of the General Terms and Conditions, to file a lawsuit within 30 days from the date of transmission of the claim to the Lessee's notified contact information (including e-mail or address of location or residence). By not filing a lawsuit by the deadline, it is considered that the Lessee agrees to the full extent of the Lessor's claim and has waived his objections and claims.

19. Insurance.

19.1 The lessor concludes the necessary traffic insurance and comprehensive insurance contracts.

19.2 In the event of an insured event, the lessee pays the excess within the limits of the excess specified in the Rental Agreement or the General Terms and Conditions.

19.3 The Lessee's deductible in case of insured events is generally between 200 and 3200 euros depending on the Rental Item and the nature of the insured event (except for theft or robbery). The Lessee's deductible in case of theft or robbery of the rental item is 15% of the insurance value of the Rental item. If the Rental Item is stolen or robbed together with the keys or documents, the Lessee's deductible is 100% of the insured value of the Rental Item.

19.4 The deductible is applied to each insured event. Damages resulting from different acts or events are considered different insured events.

19.5 If the tires, rims, keys and documents of the Rental Item are not insured, the Lessee bears full material responsibility (for example tire or rim breakage, injury, loss of keys and/or documents, destruction, etc.).

19.6 If the Rental Item leaves the Lessee's possession due to fraud, the Lessee shall compensate the Lessor for the value of the Rental Item plus two months' Rental Fee.

19.7 In case of damage caused by the Lessee or a third party, the replacement Rental item is not included in the Rental Fee, unless the parties have agreed otherwise.

20. Data Processing.

20.1 The Lessor processes the data subject's data on the basis provided by law, according to the Rental Agreement or the General Terms and Conditions, on the basis of a legitimate interest or the consent of the data subject.

20.2 The Lessor transmits the following data of the Lessee to companies processing credit information (including AS CREDITINFO EESTI) on the basis provided by law: name; personal identification number; the date of occurrence and termination of the payment default and the amount. The mentioned data is processed in the default register of the company processing credit information when making a credit decision.

20.3 The Lessor has the right to transmit the aforementioned data if the Lessee does not fulfill the financial obligation arising from the Rental Agreement or the General Terms and Conditions on time.

20.4 The Lessee is obliged to inform the drivers named in the Rental Agreement about the processing of personal data and privacy conditions. By signing the Rental Agreement, the Lessee confirms that he/she has a legal basis to provide the Lessor with the personal data of the drivers specified in the Rental Agreement.

20.5 You can find out more about the privacy conditions on the Lessor's website (https://auto100rent.ee/et/legal/policy/1)

21. Final Provisions.

21.1 The Rental Agreement is executed and interpreted in accordance with the law of the Republic of Estonia.

21.2 Disputes, disagreements and claims arising from or related to the Rental Agreement shall be resolved in the Harju County Court (Tallinn, Estonia).

21.3 As a consumer, the Lessee has the right to file a complaint with the Lessor, contact the Consumer Protection and Technical Supervision Board, and file a complaint with the Consumer Disputes Commission. In addition, the online dispute resolution platform available at http://ec.europa.eu/odr may be used.