

# GENERAL RENTAL TERMS AND CONDITIONS OF THE FINNISH CAR RENTAL ASSOCIATION

Valid from January 1<sup>st</sup>, 2012

## **1. ENTERING THE CAR RENTAL AGREEMENT**

Regardless of the manner of ordering the car, the rental agreement is always entered into between the car rental company ("the Rental Company") and the person signing the rental agreement or the legal person (hereinafter jointly "the Renter") which the person signing the rental agreement represents in the rental event. The Renter shall have a valid driving licence, sufficient driving skill for the circumstances, at least one year of driving experience and the age separately required by the Rental Company in the rental agreement.

## **2. HANDING OVER THE CAR FOR THE USE OF THE RENTER**

The Rental Company shall hand over the car to the Renter in working order and in compliance with the applicable laws at the agreed place and time. In addition, at the Renter's separate request, the Rental Company shall provide sufficient guidance about the use of the car.

The rented car has been inspected by the Rental Company or its partner before it is handed over to the Renter. However, the Renter is also obligated to inspect the car in connection with the receipt of the car to establish any potential damage or defects already existing in the car. Potential damage or defects shall be immediately notified to the Rental Company.

## **3. USE OF THE CAR DURING RENTAL**

The Renter is obligated to take care of the car as well as a careful person takes care of his or her own car and to observe special carefulness and cautiousness while driving. The Renter undertakes to use the car only in the manner for which it is normally intended. During the rental period, the Renter shall take care of the normal monitoring of the car's condition, such as tyre pressure and sufficient filling of oil and other liquid quantities. Whenever the car is left parked even momentarily, it shall always be locked.

The Renter undertakes to drive the car him or herself. He or she is not allowed to hand over the car to other persons or for their use without such permission being explicitly noted in the rental agreement. The Renter (driver) shall possess a valid driving licence and have at least one year of driving experience. In addition, he or she shall fulfil the age requirements of the Rental Company.

The Renter is obligated to inform the person to whom he or she hands over the rental object within the scope of this agreement about the contents of this agreement.

Use of the car for illegal purposes, towing, competitions or training for these, educational driving and driving on ice outside officially marked ice roads is prohibited. Crossing the Finnish border with the car is prohibited without the written permission of the Rental Company. Smoking and the transportation of pets in the car is prohibited.

The Renter is always fully liable for any parking fees and tickets, charges of private parking control, overload penalty fees, on-the-spot fines, fines incurred for speeding or other traffic offences or violations, road tolls and congestion taxes caused by the use of the car during the rental period. The Renter acknowledges that the Rental Company may disclose his or her personal data to the authorities or private parking control firms for the imposition of the aforementioned sanction charges.

The Renter pays for the fuel used. The fuel to be used in the car appears from the rental agreement and/or the registration of the car. The Renter is fully liable for any damage to the car caused by filling the tank with or use of incorrect quality fuel. If the Renter returns the car with a partially filled tank, the Rental Company has the right to charge for the missing fuel and the potential filling-up fee at the price indicated in the rental agreement or price list.

#### **4. THE RENTER'S LIABILITY FOR THE CAR AND ITS ACCESSORIES DURING THE RENTAL PERIOD, OWN RISKS**

The Renter is obligated to indemnify the Rental Company for any damage to and loss of the car and its accessories during the rental period and, as out-of-service indemnification, to pay the rent according to the agreement for the duration of the repair of the car for a maximum of thirty (30) days. However, the Renter's liability is restricted to the basic own risk share specified in the rental agreement. The basic own risk is charged separately for each instance of damage or loss. The basic own risk may be reduced or, in some cases, completely eliminated by an additional charge separately agreed on in the rental agreement.

The Renter is obligated to indemnify the Rental Company for damage in full without any own risk restriction if the damage was caused or incurred in some of the following ways: excessive loading, smoking in the car, damage to the car's upholstery, driving with over or under-pressured tyres, loss of keys, use of incorrect quality fuel, snow damage if indicated by signs, driving through too narrow premises considering the size of the car, driving on roads or in areas in poor condition or other negligent or incorrect use of the car. The Renter is obligated to indemnify the Rental Company for cleaning costs due to any unusual fouling of the car.

The Renter's full indemnification liability always also concerns damage that is directly or indirectly due to the Renter's criminal conduct, use of the car under the influence of alcohol or other intoxicating substances or other breach of the terms and conditions of the agreement occurring intentionally or through gross negligence.

The Renter is released from his or her liability towards the Rental Company with regard to own risk as well if the Rental Company receives full indemnification from a potential third party that caused the damage or his or her insurance company.

## **5. PROCEDURE IN CASES OF DAMAGE TO OR FAILURE OF THE CAR**

The Renter shall immediately inform the Rental Company of any faults in or damage to the car during the rental period. Any offences involving the car, traffic accidents and personal injury or animal damage shall always also be notified to the police. In a damage situation, the Renter shall always fill in a written damage report and submit it to the Rental Company. The Renter is fully liable for any damage resulting from the neglect of the aforementioned reports.

The Rental Company is liable for a technical fault appearing in the car during the rental period which is not due to the Renter's operational fault and/or negligence. Provided that the defect or fault is within the liability of the Rental Company and it is necessary for continued driving, the Renter may have the car repaired on his or her own initiative at the Rental Company's cost to a maximum value of EUR 75. A receipt for the repair work and the payment made shall be submitted to the Rental Company.

## **6. PAYMENT OF RENT**

Unless another payment method has been agreed on, the Renter pays the rent according to the agreement with its possible additional charges with his or her payment card. Already when entering into the rental agreement, the Renter approves the final calculation prepared for the rental in advance without signing it personally.

In connection with the rental, the Rental Company has the right to make an advance confirmation for the Renter's payment card for the amount corresponding to the estimated final rent and potential other charges, by means of which the Rental Company ensures that the Renter's payment card account has sufficient balance and that the payment card is valid.

It is explicitly stated that, when there are grounds for this, the Rental Company has the right to charge from the Renter's credit card specified in the rental agreement additional charges for the following in addition to the rent according to the agreement: the basic own risk according to the agreement, fuel charges, rents and charges for the extension of the rental period, car delivery and pick up charges, as well as parking tickets, charges of private parking control, on-the-spot fines,

finer, road tolls, congestion taxes and overload penalty fees caused by the use of the car during the rental period, and other comparable charges with their administrative costs.

If the legal person specified in the agreement as the Renter is not willing or able to pay the rent, the person signing the agreement on behalf of this Renter is personally liable for the rent and the potential additional charges according to these terms and conditions related to the rental. In addition, when it considers it necessary, the Rental Company has the right to demand two (2) credit cards from the Renter as collateral for the charges arising from the rental.

#### **7. THE RENTAL COMPANY'S LIABILITY FOR A DEFECT IN THE CAR AND DELAY**

If a technical fault or other defect appears in the car during the rental period for which the Renter is not liable according to the terms and conditions of rental, the Renter may demand that the Rental Company repairs the defect or a reduction in price corresponding to the defect.

If the Rental Company is unable to hand over the rented car to the Renter's use according to the terms and conditions of the rental agreement, the Renter has the right to receive indemnification for any reasonable direct costs incurred by the Renter for the delay.

#### **8. RETURN OF THE CAR UPON EXPIRATION OF THE AGREED RENTAL PERIOD**

The Renter shall return the car with all its accessories to the agreed place upon expiration of the agreed rental period. The agreed rental period expires when the car with its keys has been returned to the Rental Company or when the Rental Company has received a notification from the Renter stating that the car has been returned to a place approved by the Rental Company. If the car has not been returned in this manner and no continuation of the rental period has been verifiably agreed, the Rental Company may inform the police of the matter.

The Rental Company has the right to charge full rent from the Renter for the duration of any delay in returning and indemnification for any additional work caused to the Rental Company and other economic losses related to the matter. Unless otherwise agreed, the car must be returned with a full tank of petrol.

The Rental Company is not responsible for any property left in the car at the time of return.

## **9 RETURN OF THE CAR BEFORE THE EXPIRATION OF THE AGREED RENTAL PERIOD**

If the Renter returns the car before the expiration of the agreed rental period, the rent is determined according to the used rental period on the pricing criteria according to the agreement. If the car has been rented on special terms, premature return of the car may lead to a change in the type of price list and thereby a change in the daily rent.

In the case of prepaid rentals, premature return of the car does not obligate the Rental Company to return the rent paid in advance to the Renter.

## **10.CANCELLATION OF THE AGREEMENT**

The Rental Company has the right to cancel the agreement with immediate effect if it appears that the Renter materially breaches the terms and conditions of the agreement. In this case, the Renter is obligated to return immediately the car with all its accessories to the agreed place of return.

Either party may cancel the agreement if the car is stolen or a fault preventing the use of the car for which the Rental Company is liable is developed in the car and the Rental Company does not deliver a substitute car within a reasonable period from the notification.

## **11.DISPUTES CONCERNING THE RENTAL AGREEMENT**

Any disputes concerning the rental agreement are primarily resolved through negotiations. If the dispute is submitted to a court for a decision, the matter is resolved by the district court for the domicile of the Rental Company or, in consumer dispute cases, by another statutory court of first instance.

## **12.PROCESSING OF PERSONAL DATA AND DATA PROTECTION**

The Rental Company as a data controller, may use the Renter's personal data (and the personal data of any Additional Driver and/or Authorized Driver) (together: "Customer") collected in connection with this rental agreement or any related agreement or service ("Customer Personal Data" or "Personal Data"), and disclose it in accordance with data protection laws, for the purposes described in this rental agreement and in the privacy policy of the Rental Company (Privacy Policy) which is available on the following website: [www.enterprise.fi](http://www.enterprise.fi)

The Rental Company may use Customer Personal data (for the following purposes and on

the following legal basis:

- process Customer Personal Data to manage the rental and the commercial relationship, communicate with the Customer about or assist with the rental. The Rental Company processes Customer Personal Data for this purpose on the basis of (i) contractual necessity (e.g. billing) or (ii) its legitimate interests in ensuring the effective delivery of the requested services, when these interests are not overridden by the Customer's data protection rights;
- store Customer Personal Data that relates to any incident arising from the Customer's dealings with the Rental Company if it thinks that, as a result of such incident, the Customer could be a risk for future rentals. The Rental Company processes Customer Personal Data for this purpose on the basis of its legitimate interests in protecting its employees, other customers, the public and its property from safety or financial risks based on past customer conduct, when these interests are not overridden by the Customer's data protection rights;
- verify personal, driving and credit information (including Customer Personal Data) provided by the Customer through credit agencies, relevant driver and vehicle licensing agencies, fraud prevention agencies/databases or other data sources. The Rental Company processes Customer Personal Data for this purpose on the basis of its legitimate interests in preventing fraud, when these interests are not overridden by the Customer's data protection rights;
- provide details of any accidents in which the Customer are involved (including Customer Personal Data) to relevant insurance databases. The Rental Company processes Customer Personal Data for this purpose where necessary for the establishment, exercise or defence of legal claims;
- provide Customer Personal Data to government agencies who oversee road scheme programmes for the purpose of assisting in the enforcement of any traffic regulation during the rental period. The Rental Company processes Customer Personal Data for this purpose where necessary to ensure its compliance with applicable legal obligations;

- provide Customer Personal Data to the relevant motor tax authority, debt collectors, credit agencies and any other relevant organization or authority on the basis of (i) contractual necessity, (ii) compliance with a legal obligation and/or (ii) the Rental Company's legitimate interests to recover any pending debt;
- carry out phone customer satisfaction surveys;
- provide marketing communications (for instance by post or electronic communications) including the provision of targeted advertising on our sites, selected partner sites and social networks;
- compile statistics and analysis about the use of products and services, including statistics based on anonymized data which enable us to provide in the future with better customer service, products, features and functionalities;
- develop products and general business planning on the basis legitimate interest;
- complying and fulfilling legal duties and obligations such as tax law and accounting related duties to where necessary to ensure its compliance with applicable legal obligations; and
- Ensure security of our products and services and preventing abuses and ensure security of our IT environments and protection of data.

The Rental Company will share Customer Personal Data with third parties, such as (1) payment, administrative and technical support providers, (2) our insurance and corporate rental partners or other customers or partners to facilitate the rental transaction, (3) communication providers which send email and other marketing and service-related communications on our behalf, (4) customer support providers in order to provide you customer service, (5) debt collection providers, (6) claims processors, (7) our advertising and marketing partners and third-party media properties, including social media sites and (8) other service providers. In addition, the Customer Personal Data may be processed within LänsiAuto Group.

The Rental Company will also transfer Customer Personal Data to Enterprise Holdings' (including its affiliates and business partners) ("Enterprise") for the following purposes:

- to send you marketing communications about similar products or services which Enterprise thinks may be of interest to you, including targeted advertising on Enterprise sites, selected partner sites and social networks;
- to compile statistics and analysis about your use of Enterprise's products and services, including statistics based on anonymized data, which enable Enterprise to provide you and other customers in the future with better customer service, products, features and functionalities;
- process Customer Personal Data to manage the rental and the commercial relationship, communicate with the Customer about or assist with his rental. Enterprise processes Customer Personal Data for this purpose on the basis of (i) contractual necessity (e.g. billing) or (ii) its legitimate interests in ensuring the effective delivery of the requested services, when these interests are not overridden by the Customer's data protection rights;
- store Customer Personal Data that relates to any incident arising from the Customer's with Enterprise if it thinks that, as a result of such incident, the Customer could be a risk for future rentals. Enterprise processes Customer Personal Data for this purpose on the basis of its legitimate interests in protecting its employees, other customers, the public and its property from safety or financial risks based on past customer conduct, when these interests are not overridden by the Customer's data protection rights;
- process Customer Personal Data in order to carry out phone customer satisfaction surveys. Enterprise processes Customer Personal Data for this purpose on the basis of its legitimate interests in ensuring customer satisfaction of the services which it provides, when these interests are not overridden by the Customer's data protection rights;
- send the Customer marketing communications (for instance by post or electronic communications) about similar products or services which Enterprise thinks may be of interest to him. This can include the provision of targeted advertising on Enterprise's sites, selected partner sites and social networks. Enterprise processes Customer Personal Data for this purpose on the basis of its legitimate interests in conducting

such marketing, when these interests are not overridden by the Customer's data protection rights but, where required, will seek the Customer consent to do so at the time of data collection; and

- compile statistics and analysis about the Customer's use of Enterprise's products and services, including statistics based on anonymized data, which enable Enterprise to provide the Customer and other customers in the future with better customer service, products, features and functionalities.

More information about the processors and other recipients, please see the Privacy Policy.

The Rental Company shall transfer Customer Personal Data out of the European Union and the European Economic Area ("EU/EEA") based on the appropriate safeguards under the data protection laws such as EU-U.S. Privacy Shield Framework and Standard contractual clauses approved by the European Commission.

More information about the Global data transfers, please see the Privacy Policy.

The Rental Company retains the Customer Personal Data for commercially reasonable periods of time and in accordance with specific laws or policies and in accordance with the Privacy Policy. Information collected for a specified purpose will only be used for that purpose. When that purpose has been fulfilled, data may, however, continue to be used for statistical, marketing, archiving, and other analytical purposes.

The Customer's has the rights set out in the applicable data protection legislation such as the right to: (i) access and port his Personal data (including in certain cases in a commonly used, machine readable format); (ii) have his Personal data rectified (where it is inaccurate or incomplete), (iii) have his Personal data erased where the Rental Company no longer has any legitimate reasons to process it; (iv) have his Personal data restricted; (v) object to Rental Company processing of his Personal data in certain circumstances; (vi) lodge a complaint with the applicable supervisory authority and (vii) withdraw a consent if the processing of Customer Personal Data is based on the consent.. The withdrawal does not affect the process based on the consent before the withdrawal.

If the Customer has any queries in relation to the processing of his/her Personal Data, please

contact: [privacy@enterprise.fi](mailto:privacy@enterprise.fi).

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**FRONT PAGE OF THE RENTAL AGREEMENT**

A. *Email Marketing* – If you conduct email marketing and you are able to manage the opt-in and opt-out process, we recommend you review the following language and add as applicable to the front page of the rental agreement. **THIS CHANGE IS RECOMMENDED.**

I would like to receive email promotions, surveys and offers from Enterprise (including brands). Note also that email interactions from Enterprise can be analyzed to perform analytics and product content and ads tailored to your interests. Please understand that there is no charge and that you can unsubscribe at any time by (i) using the links provided in the emails or (ii) contacting us.

Please consult our Privacy Policy [[www.enterprise.fi](http://www.enterprise.fi)] and our Cookie Policy [[www.enterprise.fi](http://www.enterprise.fi)] to find out more.