

Specific terms and conditions

1. These specific terms and conditions are to be considered with the Rental General Terms and Conditions (see below). Together they form the contract governing this specific rental (*the rental agreement*). **By signing this rental agreement, you expressly accept all the provisions from the Rental General Terms and Conditions.**
2. The lessor is identified as: Eleport Rent OÜ, Reg.no: 14103382, VAT no: EE102342983, using trademarks "Eleport" or "Elerent"
3. The lessee is identified as:
- 4.

Firstname Lastname
+352 222 333 444
firstname.lastname@me.com
Street Address, City, Country

5. The authorised driver(s) is/are:
Firstname Lastname - Driver License nr. 123456789

5. **The insurance excess is 1000 €** (amount you will have to pay in case of damage).
6. The included mileage is **125 km**. Distance driven above this limit is subject to a charge of **0,10€/km**.

7. The vehicle is defined as:

Tesla Model 3

License nr. ABC 1234

8. The collection and return location is:

Luxembourg Airport – Street Address, City

9. The rental period starts on 14 July 2021 at 15:00 until 24 July 2021 at 23:00.

10. **By signing this rental agreement I expressly confirm that all authorized drivers are in possession of their driver license with no penalty points on that license. I also expressly confirm none of them are under the influence of alcohol or any other substance that may adversely affect their ability to drive a vehicle.**

11. The car has 5 incidents of damage:
Rear bumper scratched

Scratch on trunk and bumper

Scratch above turn signal
Scratches rear bumper left side

Scratch on the rear bumper right side

12. Any breach of provisions from the rental agreement by the lessee entitles the lessor to immediately terminate this rental agreement without prejudice of any amount still to be due to the lessor. In that event, the lessee shall be obliged to surrender the vehicle, together with all vehicle documents, all accessories and all vehicle keys, immediately to the lessor.

Digitally signed by: Firstname Lastname

Rental General Terms and Conditions

Effective date: 15/08/2021

General provisions and definitions

1. The person signing these Rental General Terms and Conditions expressly confirms full understanding of English and the terms contained in these Rental General Terms and Conditions. If there is anything you do not understand, please contact rent@eleport.ee or +372 58 200 114 to receive additional information.
2. In these Rental General Terms and Conditions and all related agreements, signing should be understood as either physical signature or digital signature using methods developed by Eleport OÜ through its websites and/or mobile phone applications.
3. These Rental General Terms and Conditions are governing the electric mobility service provided by the Company as specified in the Rental Specific Terms and Conditions (*the lessor*) to a customer (*the lessee*).
4. In case the lessee is a legal body, the person signing these Rental General Terms and Conditions on behalf of such legal body must be duly authorised by the legal body to do so.
5. For each rental, a separate specific terms and conditions' document will be signed at the start of the rental period. Together with these Rental General Terms and Conditions they form the contract governing that specific rental (*the "rental agreement"*).
6. If a provision or a part of a provision is null or void or for whatever reason not valid, the other provisions and the valid part of the provision concerned remain valid. Parties shall agree to a provision or a new part of the provision closest to the intention or result of the invalid provision.
7. Estonian law is applicable to all legal relations between the lessor and the lessee, the exclusive place of jurisdiction being Tallinn, Estonia.

Service Description

8. The lessor will provide to the lessee an electric vehicle (the "vehicle") under the conditions of the rental agreement.
9. The collection and return of the vehicle can be proceeded with according to two methods:
 - Self-service method: the lessee will be able to collect, use and return the vehicle without physical interaction with one of the lessor's agent. For that purpose the lessee will require access to and use a mobile phone capable of running Eleport Rent/Elerent mobile phone customer application.
 - Vehicle delivery method: the lessee will collect and return the vehicle by interacting physically with one of the lessor's agent.
10. In the event that the full execution of the rental agreement is not possible, for example if the vehicle booked is unavailable due to unforeseen circumstances, the lessor will take all reasonable measures to propose an alternative to the lessee. In such case the lessee is entitled to either accept the alternative or to terminate the agreement and get a refund at the prorata of the remaining rental period.

Booking and Charges

11. The amount specified on the booking confirmation screen includes initial charge of the vehicle battery (see *Charging* section), insurance (see *Insurance* section), road assistance and cleaning of the vehicle (under normal circumstances, see below). The vehicle is booked as soon as the payment is made.
12. Included mileage (which include free recharging) is indicated during the booking. Distances in excess of this limit will be charged at a rate of **0,10€/km** (this includes electricity recharge).
13. The lessee agrees that all the invoices will be sent electronically. The normal procedure is to produce a single invoice for each booking yet the lessor may instead issue a monthly invoicing of all bookings occurred during that period upon simple request from the lessee.
14. The lessor is authorised to apply exceptional cleaning charges, which will be detailed in the invoice, when the condition of the vehicle upon return is dirty beyond what a normal usage would have caused and demonstrates an excessive lack of care by the lessee, including but not limited to:
 - Having smoked in the vehicle
 - Spilled liquid in the interior of the vehicle
 - Excessive dirt such as driving on muddy roads.
15. In case damages would have been caused to the vehicle during the rental period, the lessee expressly authorises the lessor to collect on their credit card the amount required to perform the repair plus fifty (50) euros per day for which the vehicle is not available for renting out as a consequence of those damages, this amount being limited at the

maximum to the insurance excess amount, if applicable, as specified in the *Insurance* The invoice will contain the details of the calculation of that amount.

16. The lessee also gives the lessor the express authorisation to collect on their credit card any additional costs caused by their or any of the drivers' improper behaviour or breach of this agreement, including but not limited to:

Fines or tolls ;

Penalties for late return under the conditions described in the *Return* section ; Exceptional cleaning due to abnormal or unauthorised usage of the vehicle ; and/or Missing accessories such as car documents, charging cables and RFID key fobs or charging cards.

The lessee understands and accepts that these potential additional charges are expressly excluded from the insurance cover and will not form part of calculation of any insurance excess amount payable, if applicable.

17. In case collection of amounts referred to in the two previous sections is not possible for any reason, the lessor will issue and send by email a specific invoice that the lessee shall pay in the following thirty (30) days. Any failure to do so by the

lessee will incur 1% interest per month as well as all the additional costs borne by the lessor to enforce the payment.

18. The lessor reserves the right to terminate this agreement at any time where information emerges that raises doubts about the lessee's ability to cover any charges, including but not limited to ongoing legal proceedings to recover outstanding debts.

KYC (Know Your Customers) and account validation

19. When the lessee and/or any of the drivers are using the service for the first time, their identity must be verified by the lessor. For that purpose, the lessee is required to provide their phone number, email and home address, a valid official identity document copy (passport or national identity card), as well as a copy of a valid and EU-recognised driver license for all the drivers (*the KYC elements*). The delivery of all KYC elements is mandatory.
20. Validation applies only once during the validity period of the provided documents (identity card, passport and driver license). **It is however the full responsibility of the lessee to communicate to the lessor any further change in respect of one of the KYC elements and in particular any change in the driver license status.**
21. The lessor will validate *the KYC elements* within twenty-four (24) hours. In the event the identity of the lessee and/or the drivers may not be verified or any of the requirements specified in the *Usage restrictions* section is not met, the lessor is entitled to cancel the booking under the following conditions:

If all *the KYC elements* have been provided within the twenty-four (24) hours immediately following the booking confirmation, the lessor will fully refund the lessee ;
Otherwise the terms of the standard cancellation policy (see *Cancellation Policy* section) will apply.

Usage restrictions

22. The vehicle must be used on public roads only and in full compliance with all traffic rules and more generally, with all legal and regulatory provisions. In any case the vehicle may not be used for:
- Commercial transportation of goods or persons (including courier and ride hailing services)
 - Transportation of animals or pets
 - Driving school practice
 - Sub-renting
 - Transport of any hazardous, toxic or inflammable substances
 - Driving or sports events or rallies, official or not, for instance with the goal of obtaining maximum speed
 - Testing vehicle performances and test drive events
 - More broadly, any other usage not compatible with reasonable and due care
 - Carry unsecured loads or more passengers than legally acceptable for the vehicle.
23. The vehicle may only be used inside EU countries. For rentals within Estonia, it is not permitted to leave the country unless having received approval from lessor.
24. During the whole rental period, the driver(s):
must be between the minimum and the maximum age required to drive the car (as indicated during booking and on the specific terms and conditions) ;
must be in possession of a valid driver license for the type of vehicle rented ;

must be in possession of their driver license for the past two (2) years without interruption (e.g. no driver license must have been withdrawn by the authorities during that period) ;
may not be under the influence of alcohol or any other substance that could adversely affect ability to safely drive a vehicle.

25. For certain locations and car groups, specific exclusions might apply.
26. Only the driver(s) whose name(s) is/are listed in the specific terms and conditions is/are authorised to drive the vehicle.
27. Speed restrictions may be remotely applied to any car under certain circumstances.
28. We reserve the right to refuse rentals for any reason, including breaches of rental conditions during any previous rentals.
29. It is strictly forbidden to smoke in the vehicle. All additional cleaning costs or value depreciation of the vehicle resulting from the driver or any passenger not complying with this rule will be charged back to the lessee.

Insurance

30. The vehicle is covered by a third-party insurance only. The lessee has the opportunity to use his own suitable comprehensive insurance (Casco) or choose a suitable insurance cover from Eleport's additional insurances.
31. It is possible to add collision damage waiver at booking time. In that case an excess would still apply will be charged back to the lessee in case of damage or insurance claim. This excess is dependent on the car and the location. The exact amount is specified during the booking as well as in the specific terms and conditions signed at the start of the rental. This amount can be increased by 10% for undeclared damages to cover any additional administration work required. **It is possible to reduce that excess for a per-day excess reduction fee** by selecting the appropriate option before the rental starts.
32. Provided that he/she is falls under the conditions described in the *Usage restriction* section and in particular under provisions (24) and (25), the driver of the vehicle is covered by a driver insurance.
33. Insurance is limited to EU countries. For rentals taking place from Estonia it is not permitted to leave the country unless having received approval from Eleport first.
34. The insurance does not cover the use of the vehicle not compliant with the rental agreement and in particular, but not limited to, the restrictions specified in the *Usage restriction* In such case the lessee will be fully liable for any damage caused to the vehicle and/or any third-party.

Cancellation policy

35. The lessee is entitled to cancel a booking at any time. The refund is subject to the following conditions:

- Booking cancellation prior to the five (5) days' period preceding the beginning of the rental: full refund excluding administration fees of two (2) percent.
- Booking cancellation during the period comprised within the fifth day the day preceding the beginning of the rental, excluding the last day: 20% refund per day (e.g. booking cancellation four days before will result in 20% x 4 = 80% refund).
- Booking cancellation less than 24 hours before the beginning of the rental: no refund.

Vehicle condition

36. The vehicle condition at the start of the rental period will be stated in the specific terms and conditions and in the absence of any specific remark is deemed to be in perfect condition with all mentioned accessories included and in perfect condition too. ***It is the responsibility of the lessee to inspect the car exterior and interior as well as the***

accessories and in case of discrepancies to mention any difference in the specific terms and conditions using the app in case of self-service delivery or on paper in case of manual hand-over. Any damage to the vehicle and/or missing/damaged accessories reported after the specific terms and conditions have been signed shall be deemed caused by the lessee and subject to further charges (see Bookings and Charges section).

37. The vehicle is deemed to be perfectly maintained by the lessor and in the unlikely event of a breakdown occurring during the rental period the lessee may not claim any damage nor reimbursement unless he may prove that the breakdown was due to a negligence attributable to the lessor.

Charging

38. At the start of the rental period the vehicle will be charged up to the maximum common value recommended by the manufacturer. It is to be noted that this recommended value is usually less than the theoretical maximum battery capacity as charging the battery repeatedly to that level would harm the battery. In case the vehicle is delivered to the

customer outside a regular collection point the charging level will be reduced according to the distance between the regular collection point and the delivery point.

39. *The lessee may return the vehicle back at the end of the rental period at any charge level provided that charge level is above 5%.*
40. When using other than Eleport chargers, the lessee/driver must ensure to un-plug and move the car once the charging cycle is complete. ***Failure to do so may result in penalty fees (at the standard operator rate) per additional minute of occupying the charger after the end of the recharge*** . This charge is levied by the Operator of the charger and is outside the control of Eleport.
41. The specific terms and conditions will mention an indication of the theoretical range achievable with the vehicle. This mention is by no way a guarantee that this range will be effectively achievable without intermediate charging as many factors significantly influence that theoretical range such as driving style, weather conditions, use of heating or air conditioning, types of road, etc. It is the responsibility of the driver to ensure he/she charges the vehicle before the battery is fully depleted.
42. Any additional costs resulting from battery breakdown due to lessee' charging failure or negligence shall be charged back to the lessee.

Return

43. At the end of the rental period the lessee is responsible for the vehicle to be brought back to one of the drop-off locations at the time and date specified in the specific terms and conditions.
44. ***The lessee is responsible for inspecting the vehicle and communicating any exterior or interior damage caused, as well as any missing and/or damaged accessories to the lessor. Failure to do so will result in liability for any damage that would not have been declared at the start of the rental period when the rental agreement was signed. Therefore, the lessee expressly agrees that he shall be liable for any damage, as well as any missing and/or damaged accessories reported on the vehicle by one of the lessor's agent before the car has been further moved (as proven by the car odometer) under the conditions described in the Booking and Charges section. The lessor will provide electronic evidence (timestamped pictures and odometer reports) to the lessee upon request.***
45. In the event the car would be too dirty for the inspection to be performed the lessee agrees that the inspection will be conducted by one of the lessor's agent. In that case, the lessee understands and accepts that the vehicle may be moved prior to the inspection for cleaning purposes.
46. Minor scratches on the paint not significantly altering the paint colour or penetrate the paint coat and that can fit into a circle the size of a two-euro coin will not be charged. Any other damage will be charged. Detailed damage descriptions and charges can be found from Eleport Vehicle Damage Matrix from Eleport website(s).
47. The lessee is entitled to ask for a rental extension at any time during the rental period. However, the approval of such extension is at the sole discretion of the lessor.
48. In the event the vehicle would be returned more than one (1) hour after the date and time and at the location specified in the specific terms and conditions (unless an extension of the rental period was previously approved in writing or email by the lessor) the lessee will be charged for additional hours the vehicle has been used plus additional penalties if the lessor has suffered any damages related to that delay (for example if that vehicle was booked by another customer on the next rental period).
49. If the vehicle has not been returned more than twenty-four (24) hours after the end of the rental period at the location specified in the specific terms and conditions, the vehicle will be reported as stolen to the police and the lessor will be prosecuted to the maximum extent permitted by law.
50. In case key is handed over to the lessee and in case of self-service return the lessee is responsible for putting the key (fob) back in the provided metal box and placing that box in the glove box before exiting the vehicle, locking the car and terminating the rental period.

Accident, Theft, Fire damage

51. After an accident, theft, fire or any other damage, the lessee or the driver must notify the lessor as soon as practically possible.
52. In case of an accident with or without a third-party involved the driver should complete all of the points on the form for reporting an accident carefully and truthfully. This form can be found with the vehicle papers inside the glove box.
53. In case of theft, fire or accident with a third-party involved the lessee or the driver must immediately notify the lessor and call in the police (or report the event to the nearest police station if the police may not be reached by telephone).
54. The lessee or the driver will take all measures to help clearing up the incident. This includes but is not limited to: having to answer the lessor's questions concerning the circumstances of the case of damage truthfully and fully ; not leaving the scene of the incident until it has been possible to perform the findings necessary to clear out the damage.

Membership Club

55. The lessor offers the possibility to subscribe to a service called Membership Club which allows the lessee to access extra benefits and discounts.
56. To subscribe, the lessee confirms his agreement by replying to the proposal email with the contractual data.

57. By subscribing to the service, the lessee expressly authorizes the lessor to charge the subscription fee directly on his credit card each month throughout the subscription period. A corresponding invoice will be generated each month following payment.
58. The lessee who has subscribed to the Membership Club will receive 25% discount on every multi-day (more than one day) car rental taking place at a city center location (ie excluding airports) for as long as the lessee has an active subscription at the Membership Club.
59. The minimum duration of the subscription is 3 months. After this period the lessee can cancel their subscription at any time by sending a request by email to rent@eleport.ee. The cancellation will be effective at the end of the month it has been requested.

Data protection

60. Eleport OÜ is the legal entity responsible for processing the personal data in the meaning of the amended Law of 2 August 2002 on Personal Data Protection and the General Data Protection Regulation (EU) 2016/679. The lessee's and drivers' personal data are collected, processed, used or transmitted to other third parties only to the extent this is necessary to enable the execution of the rental agreement, for filing a police report, transferring fines or tolls as well as for recovering due unpaid amounts. Those data may also be used by Eleport for market research or marketing purposes.
61. GPS trackers are installed and used solely to prevent any criminal acts on the vehicles, enhance customer experience and enable the execution of Eleport Rental services.
62. The lessor has access to all vehicle telemetry data and monitors same to identify excessive speeding or poor driving behaviours. This information may be used or shared with relevant insurance companies in the event of an accident.
63. **In accordance with article 30 (1) of the amended Law of 2 August 2002 on Personal Data Protection and article 21**

of the General Data Protection Regulation (EU) 2016/679, the lessee/driver can at any time object to the processing or use of their details for the advertising or market research purposes. The notice of objection must be addressed by email to rent@eleport.ee, with title: Objection to use personal data.

64. The lessee and drivers are also entitled to inspect the processing, correction or ask for removal of their personal data by Eleport by sending an email to rent@eleport.ee.

Lessor's liability

65. The liability of the lessor is limited to direct damage provided that the damage is a result of the intent or the gross negligence of its management or staff. In any case, direct damage does not include lost income, turnover or profit.
66. In any case, the liability of the lessor is limited to the amount specified in the specific terms and conditions during the rental period the damage occurred.
67. In case the above exclusion is legally not permissible, the liability of the lessor is limited to the amount that its insurance company covers in that situation.
68. The lessor is not liable for any property or data left in the rental vehicle during the rental period or upon its return.

Lessee's liability

69. The lessee and the drivers are expected to use the vehicle with reasonable and due care. They will be liable without limitation for any negligence or misuse related to the use of the vehicle, including but not limited to:
 - leaving the car unlocked when walking away;
 - driving inconsiderately fast;
 - and/or spinning the wheels or drifting intentionally.
70. The lessee shall be liable without limitation for all traffic, administrative or criminal offences, sanctions, penalties, etc. related to the use of the vehicle.