

Hertz Car Sharing general booking terms

Valid from Feb 4, 2019 until further notice

Please find attached the booking terms regarding the use of the Hertz Car Sharing service. These terms are applied to the agreement between Hertz Car Hire, later referred to as Hertz, and the other party to the agreement, later referred to as user. Hertz has several different user categories, and the word "user" may refer to a company and its employees, a municipality/township and its employees, a private person, a student, a household, a member of a owner-occupied housing company, etc.

1. Agreement and parties

1.1. If the other party to the agreement is a company, municipality, or the state etc., the agreement consists of the signed agreement and of these general terms, later jointly referred to as "agreement". In the agreement, the user shall comply with the general booking terms in their entirety unless otherwise agreed between the contractual parties.

1.2. If the other party to the agreement is a private person, student etc., the agreement consists of the application and in certain cases of the additional application electronically signed by one or more persons within the same household, and of these general terms, later jointly referred to as "agreement".

1.3. The parties to the agreement are evidenced in the agreement and in certain cases in the additional application.

Special terms regarding additional applications by private persons

1.4. An additional/parallel application can be appended to the agreement between Hertz and a private user already subscribed

to the service, and as per this application, another user, such as spouse, cohabitant, child, or other family member is eligible to use the Hertz Car Sharing services. Appending an additional application is possible when the persons are registered under the same address and live in a family-like relationship. The user already subscribed to the service must always approve the additional application.

1.5. The other user submitting the additional application is bound by the same booking terms and the same agreement-compliant contractual forms as the user already subscribed to the service.

1.6. Both the user already subscribed to the service and the other user submitting the additional application are later referred to as users.

2. Basic requirements

2.1. In order for users to use the Hertz Car Sharing services, they must have a valid driving licence, adequate driving skills regarding the circumstances, and a minimum of one year of driving experience.

2.2. Furthermore, the user must be solvent - this is verified by making a credit rating check.

3. Liability of Hertz towards the vehicle

3.1. "Vehicle" refers to a car or van that the user books via the Hertz Car Sharing system and is used by the said user for a limited time.

3.2. Hertz reserves the right to temporarily replace the vehicle with another model due to, for example, maintenance or repairs, and in these cases Hertz cannot guarantee the booked model nor vehicle availability.

3.3. The vehicle, including all

accessories, is the property of Hertz and shall remain thus.

3.4. In case the vehicle is not at the pick-up point or it is not roadworthy at the time of hire, Hertz will try to arrange a replacement vehicle principally at the same pick-up point and alternatively at other pick-up points. In acute, urgent situations or when the distance between pick-up points is long, a regular Hertz hire vehicle can be offered as replacement.

3.5. If there is an interruption in use during the hire period, and the fault is directly or indirectly caused by the user, Hertz will try to correct the fault. If correcting the fault is not possible, the hire agreement is deemed terminated. Hertz will try to arrange a replacement vehicle so that the user can continue their trip, if required, but this will be done at the user's expense.

3.6. If there is an interruption in use during the hire period, and the fault is caused by Hertz, Hertz will principally try to correct the fault and alternatively offer a compensatory trip or a replacement vehicle at Hertz's expense. If this is not possible, Hertz will provide suitable transportation to the destination or back to the pick-up point. Any lost work time is not compensated.

3.7. If there is an interruption in use during the hire period, and the fault is caused by a service provider outside Hertz's liability, Hertz will try their best to provide transportation or a replacement vehicle. Financial liability can usually be clarified at a later point. Any lost work time is not compensated.

4. Liability of user towards the vehicle

4.1. The user has full responsibility for the vehicle for the entire booking period.

4.2. The user may use the vehicle in a normal fashion.

4.3. The user must handle the vehicle in the same way as a careful vehicle owner would handle their own vehicle. The user must take good care of the vehicle, and they are responsible for keeping the vehicle in usable condition according to applicable legal requirements. The user must not drive in a careless manner and/or while intoxicated. All driving must be done in a cautious manner and in compliance with existing traffic regulations. If the vehicle is left parked, even for a short moment, it must be locked at all times.

4.4. The user must see to oil level (doesn't apply to electric vehicles), cooling liquid (doesn't apply to electric vehicles), tyre pressures, windscreen washing fluid and the like in accordance with the recommendations in the vehicle's user manual and/or when any warnings or notifications are shown in the dashboard, or when action is required to maintain traffic safety or to avoid breakdown.

4.5. The user shall commit to following the currently valid instructions and general terms provided by Hertz.

4.6. The vehicle must not be used for towing, pushing, or moving another vehicle. The vehicle must not be used for drag racing, racing, or the practice thereof. The vehicle must also not be used for driving on the ice formed in any waterways. Smoking is not allowed in the vehicle. Transporting pets in the vehicle is

not allowed unless it is explicitly marked for this use.

4.7. The user must not lend, give, or hire the vehicle to any other person or company. The vehicle must also not be used for professional traffic, such as taxi driving, nor for transporting people and/or goods for compensation.

4.8. The user has the right to allow their family members - that is, spouse/cohabitant, child, or another person with an additional application appended to the user's agreement - to drive the vehicle under their own booking and without the user him/herself being present in the vehicle. However, the Additional Information field in the booking must indicate the additional driver's name and SSN. The user has the right to allow another user to drive the vehicle under their own booking if the user who made the booking is him/herself present in the vehicle.

4.9. The term "active booking" refers to the user launching their booking by unlocking the vehicle by using their smart card, an SMS message, an application, or via customer support, and by entering their personal code. In this case the booking is activated in the Hertz booking system, after which the user is responsible for the vehicle until the time it is returned to the pick-up point and the booking ends.

4.10. The user may only have one booking at a single point in time. If several simultaneous bookings are required, this must be done with consent from Hertz.

4.11. The Hertz Car Sharing vehicles must not be driven out of the country across the Finnish border. In case the user requires using the hired vehicle abroad, they can inquire

about other options at the Hertz Car Hire office.

4.12. The Hertz Car Sharing service includes road assistance services and a replacement vehicle if one can be arranged.

4.13. (Doesn't apply to electric vehicles.) The user is responsible for the hired vehicle having a minimum of 1/4 full tank. If this rule is not followed, Hertz has the right to charge the user a service fee for an un-refuelled vehicle.

4.14. (Doesn't apply to electric vehicles.) The user is responsible for the vehicle being fuelled with the correct fuel type. The fuel type is marked in the fuel tank cap and the dashboard, among other places. All costs related to mishandling, such as fuelling the vehicle with the wrong fuel type, are covered with a sum that may rise up to the full excess amount in the price list. If the damage caused by mishandling rises to the full excess amount, the user must additionally compensate the costs caused by re-fuelling the vehicle again.

4.15. If the user hires an electric vehicle or a plug-in hybrid, they are responsible for having the charging cable in the vehicle at all times, for connecting the cable correctly when returning the vehicle, and for ensuring that the batteries are charging. The user is responsible for disconnecting the block heater cable and/or the electric vehicle's charging cable before starting to drive.

4.16. Hertz has the right to inspect the vehicle during the hire period if Hertz has a reason to assume that their owner's rights are endangered or that a significant risk of decrease in value - one exceeding the risk of normal wear due to regular use - exists.

The user is obligated to allow such an inspection to be performed.

5. Pricing and payments

5.1. Pricing for company and municipal agreements are agreed separately and appended to the agreement.

5.2. Prices for private trips are indicated in the currently valid private price list at the Hertz Car Sharing Web site. Pricing for private use related to a company agreement is agreed separately and appended to the company agreement.

5.3. Payments for late returns, soiled vehicles, lost keys etc. are defined in the separate price list at the Hertz Car Sharing Web site or in the company agreement's price list.

5.4. Minimum booking and unit of charge is one hour after which vehicles can be booked on a half-hour basis.

5.5. Once the confirmation SMS message is sent or the booking period has started, the user is responsible for their booking and related costs regardless of whether the vehicle is started or not.

5.6. The user is responsible for the costs incurred by the number of hours the vehicle is booked for even if the vehicle is returned before the booking period ends.

5.7. Both work and private users have the right to cancel their booking for no additional charge a minimum of five minutes before the booking period starts. If the vehicle's booking is not cancelled and the starting time begins, the user must pay the hire costs for the booked period.

5.8. Creating, cancelling, and continuing a booking can be made via the Hertz Car Sharing customer support, but in this

case a service fee in accordance with the price list will be charged.

5.9. The given number of kilometres includes the fuel. The user must use the refuelling card(s) found in the vehicle.

5.10. If property that belongs to Hertz goes missing, it will be charged from the user or company if the case involves work-related driving.

5.11. Additional charges may be collected for reasons such as late returns, an unusually dirty vehicle, leaving the vehicle unlocked, un-refuelled vehicle, incorrectly refuelled vehicle, and so on.

6. Terms of payment

6.1. Hertz shall send an invoice to the corporate user at the provided invoicing address. The invoice shows the defined booking period, possible fixed monthly fee, costs for the booking period, price per kilometre, and possible additional services.

6.2. There may be an additional charge for a paper invoice.

6.3. Hertz may require a credit card from a private user. At the beginning of the booking, Hertz has the right to make an advance reservation on the credit card for the sum corresponding to the final hire amount and possible other charges. This way Hertz will ensure that the user's credit card is covered for and that the card is valid. Alternatively, private use related to a company agreement can also be invoiced to the user.

6.4. A company user is responsible for making all payments as agreed.

6.5. If the user does not make the payment on the due date at the latest, a reminder fee must

be paid. If the payment is not made after a reminder, Hertz reserves the right to employ a collection agency to handle the matter.

6.6. In cases where the agreement has been made via an additional application, payment for all bookings will be charged from the user that is listed in the agreement to which the additional application has been appended. However, all users in all connected agreements are jointly responsible for payments as per the agreement.

6.7. Hertz has the right to terminate the agreement without delay at any point in case the user is in significant or repeated breach of contract regarding the currently valid agreement and general terms.

7. User's liability in regulations related to traffic and parking

7.1. The user is personally responsible for any financial consequences resulting from traffic or parking violations, such as parking or speeding tickets that may be directed towards Hertz as the vehicle's owner. If the user does not make the payments resulting from these violations in due time, and Hertz is obligated to make these payments as the vehicle's owner, Hertz has the right to charge the user an administrative fee for each violation regardless of the violation amount.

7.2. If the user wishes to make a complaint regarding a parking or speeding ticket, they must first pay the fine and then make the complaint directly to the authority in question.

7.3. The user is not allowed to park their own or any other vehicle in the parking space

reserved for Hertz Car Sharing vehicles.

7.4. If there are no available parking spaces at the pick-up point as the user is returning a hired vehicle, the user has the right to leave the vehicle in a nearby parking area provided that they contact customer support and notify support of the exact location of the parked vehicle. Any possible parking fees are compensated to the user upon presenting a receipt.

8. User's obligation to inspect the vehicle for any damages and liability for damages or missing vehicle(s)

8.1. Before leaving the pick-up point, the user has the obligation to inspect the vehicle for any damages by comparing the damage sheet in the vehicle with any damages that possibly exist at the present time. If the user notices damages in the vehicle and these damages are not recorded in the damage sheet, the user must notify Hertz customer support without delay and also record these damages in the damage sheet.

8.2. If the user fails to perform the inspection and/or notify Hertz of the new damages before leaving, the damage is considered to be the user's responsibility and to have been caused during the booking period, and the user is obligated to compensate for this/ these damage(s).

8.3. A damage inspection must also be performed at the time of returning the vehicle to see if any new faults have appeared during the booking period. If new faults are found in the vehicle, see section 8.7.

8.4. The user must constantly observe and monitor the vehicle's warning system, and take

immediate action wherever possible to correct the issue or report any possible warnings to Hertz customer support without delay.

8.5. The concept of excess covers issues such as repair costs, transportation to and from a repair shop, towing, and in certain cases interruption in use for the duration of the vehicle being repaired. In case of incorrect refuelling, fuel costs in accordance with the price list are added to the final charge.

8.6. The user is answerable to Hertz for keeping the vehicle undamaged and safe during the booking period.

8.7. The user commits to answering for excess of costs in case of damage to the vehicle body or paintwork, flat tyre or rock chips, regardless of whether negligence can be proven or not. The user shall be discharged from liability if the damage or loss is due to faults in the vehicle.

8.8. If damage occurs to the vehicle, or accessories that belong to the vehicle - such as refuelling card or ignition key - are lost, the user must contact Hertz customer support without delay. If damage occurs, the user must also immediately fill in a damage report and send it to Hertz. A damage report is provided in each vehicle and also on the Hertz Web site. If a damage report is not sent to Hertz, the damage is determined based on the available information and the user may be charged for the total cost of the repair.

8.9. If a vehicle is stolen or broken into, the user must contact Hertz customer support without delay and report the theft.

8.10. If the insurance company or the police deem the user responsible or partly responsible for damage(s) caused to the

adverse party or their property, the adverse party's damages are compensated using the Hertz vehicle insurance.

8.11. If Hertz offers road assistance services, they are responsible for costs incurred from using the said service in case the costs can be said to be incurred by a fault for which Hertz is liable - such as electrical failure, engine failure, and so on. Hertz is not liable for faults that can be said to be caused by the user, such as running out of fuel, incorrect refuelling, driving off the road, flat tyres, and so on. Even if the fault is attributed to the user, they can still employ Hertz road assistance at their own expense.

8.12. The user must ensure that no costs are incurred to Hertz resulting from third-party claims that can be attributed to an accident, loss, personal injury, or death due to the vehicle or its use, or is related to the above, and is not caused by gross negligence or fault by Hertz.

9. GPS positioning

9.1. The user is aware that the vehicle can be located using the GPS positioning device installed in the vehicle. The user accepts that Hertz has the right to locate the vehicle. Any data obtained by Hertz in connection with vehicle positioning will be handled in compliance with the privacy policy described below, and this data can be transferred to the police authorities if necessary.

10. Returning and refuelling the vehicle

10.1. The user must return the vehicle in the agreed time. However, the user may, at any point before the booked time

period expires, extend their booking using a computer, application, or telephone or by contacting customer support; providing that the vehicle is available for extended booking. If the booked time period is extended as described above, normal hourly or per-kilometre charging is applied.

10.2. If the extension is not made in the manner described above, and the vehicle is not returned at the latest when the original booking period expires, it involves a delayed booking. A delayed booking will be charged until the actual time of returning the vehicle, plus a late fee according to the price list if the delay causes inconvenience to the next user.

10.3. Hertz has the right to terminate the agreement without delay for a user who repeatedly makes late returns.

10.4. The user is responsible for the vehicle having a minimum of 1/4 full tank. If the vehicle has less than a quarter tank of fuel, Hertz has the right to charge an additional fee for an un-refuelled vehicle.

10.5. When refuelling, the user must use a filling station that the refuelling card in the vehicle corresponds to. If for some reason the PIN code (sent to the user via a confirmation SMS about 5 minutes before the booking period starts) does not work, manual payment using the refuelling card can be made at the appropriate filling station by presenting a valid piece of identification. If the user has to use their own personal methods of payment to refuel the vehicle, the original receipt of a scanned copy thereof must be sent to Hertz no later than ten days from the

date the booking period ends.

10.6. The vehicle's refuelling card must not be used for the purchase of any other products besides fuel and other vehicle-related products such as windscreen washing fluid and motor oil.

10.7. When refuelling, the user must only use the type of fuel that is marked in the booking page instructions, in the sticker on the dashboard, and in some cases on the fuel tank cap.

10.8. After use, the user must leave the vehicle to its pick-up point or to some other spot separately agreed on. If the vehicle is not left at the pick-up point, the user will be charged an additional fee according to the price list and, if necessary, costs incurred by moving the vehicle to its correct pick-up point.

10.9. If the user so desires, they can return the vehicle before the booking period ends, but they will be charged for the entire original booking period.

10.10. When the vehicle is returned, it must be in the same condition as it was when picked up, excluding dirt accumulated during normal use. Any rubbish placed in the vehicle must be removed by the user.

10.11. If the vehicle is returned in a state dirtier than normal, has rubbish inside, or with uncleaned interior, the user shall be charged a fee according to the price list. If the vehicle must be cleaned because of animal transportation, smoking, vomiting, or spillage, the user shall be charged in full for costs incurred by cleaning, refurbishing, lost hire income, and so on.

10.12. The user must ensure that the vehicle is locked as the booking period ends. If

this is not the case, you must immediately contact Hertz customer support and notify them of the fault.

11. Personal data and communications

11.1. Hertz handles the users' personal data in their data system based on Privacy Policy (GDPR) to perform the required obligations and to exercise their rights as per the agreement and the general terms. This data can be transferred for the use of collection agencies and authorities/legal courts for debt collection, ratification, and fulfilling the contractual obligations by Hertz. The kept personal data includes name, SSN, possession of a valid driving licence, address, phone number, and email address.

In addition, data is registered regarding the vehicle picked up, driving distance, pricing, terms, additional services, etc. Personal data is only used for hiring purposes by Hertz and it is not disclosed to other parties.

11.2. Hertz will communicate with their users via email, SMS; phone, Web pages, booking system, social media, and smartphone applications. Hertz reserves the right to send users information regarding membership, surveys, bookings, carpool information, etc. The user has the right to decline receiving advertisements from Hertz.

11.3. If there are changes to a user's name, address, phone/mobile number, or email address during the agreement period, the users must themselves update their user profile without delay on the Hertz Car Sharing booking page. The user is personally responsible for updating this information.

12. Contacting and notifications

12.1. Notifying Hertz users may take place via the Hertz Car Sharing pages and by using the booking system and newsletters, but also via email, phone, SMS, and social media.

13. Limitation of liability

13.1. Hertz's liability does not extend to compensation for indirect damage, such as loss of income due to vehicle fault, late vehicle return by another user, damage to the vehicle, and so on.

14. Changes to the agreement

14.1. Hertz has the right to change the general terms during the agreement period. Hertz must always notify the user of these changes by making the information available on the Hertz Car Sharing pages.

14.2. Hertz has the right to change the pricing for private users during the agreement period. Hertz must always notify the user of these changes by making the information available on the Hertz Car Sharing pages a minimum of one (1) month prior to the price change becoming effective. If the price change is for a fixed monthly fee, information about the change must be made available on the Hertz Car Sharing pages a minimum of two (2) months prior to the change becoming effective.

14.3. The user is obligated to visit the Hertz Car Sharing pages and the booking page regularly to be aware of any possible changes to pricing, agreement terms, and user instructions.

15. Agreement period and dismissing private users

15.1. All corporate Hertz Car Sharing users have the possibility

to book a vehicle for private use, if private use is available and offered, even if the basic agreement concerns work-related driving. At the time of making a private booking, the booking system registers the user's personal address and payment information. All private booking terms are defined in the corporate agreement.

15.2. The private agreement is valid until further notice.

15.3. The user may terminate a private agreement regarding a "fixed membership" on the Hertz Car Sharing booking page using the My Profile section, or by emailing Hertz customer support. The notice period is 30 days. The user may book and use vehicles during the notice period. Any possible bookings that take place after the notice period ends are removed from the system.

15.4. If the termination concerns an agreement to which an additional application has been appended, the termination shall also apply to users in the additional application(s).

15.5. The so-called "One" agreements meant for private use can be terminated on the Hertz Car Sharing booking page, in the "My Profile" section. The notice period is 0 days.

15.6. The hire price is determined according to the agreement that is active at the time of booking.

16. Right to agreement termination

16.1. Hertz has the right to immediately terminate the agreement if:

16.1.1. The user fails to fulfil their payment obligations to Hertz, and has not made these

payments within reasonable time after a reminder notice has been sent to the user.

16.1.2. The vehicle has been subjected to non-regular driving or negligence.

16.1.3. The user has provided erroneous information in the agreement to manipulate the system.

16.1.4. The user otherwise neglects the rules in the agreement or other instructions provided by Hertz.

16.1.5. The user has taken or attempted to take the vehicle out of the country across the Finnish border.

16.1.6. The user has, repeatedly and with disregard to notices from Hertz, failed to return the vehicle in the agreed time.

16.2. Once Hertz has terminated the agreement, Hertz has the right to take immediate action required to regain possession of the vehicle. Hertz has the right to contact the police, Customs, or other authority that works to protect Hertz's interests and has the right to take possession of the vehicle and to hold it.

16.3. The user is responsible for any costs incurred to Hertz in cases where the user has taken or attempted to take the vehicle out of the country across the Finnish border.

17. Agreement-related disputes

Any disputes resulting from this agreement are primarily solved through mutual negotiation. In case the dispute requires legal action, the matter shall be handled in the Helsinki District Court.