

## TERMS AND CONDITIONS of Effective CarService s.r.o.

### A. GENERAL PART

#### 1 BASIC PROVISIONS

- 1.1 This is the complete text of the Terms and Conditions (hereinafter as “**T&C**”) of Effective CarService s.r.o., with registered office at Vajnorská 103/A, 831 04 Bratislava, ID No.: 48 031 933, Tax ID: 2120006735, VAT ID: SK2120006735, registration: Commercial Register, Bratislava I District Court, Section: Sro, File no: 109765/B, which enter into force on the date, month and year specified below and comprise an integral part of the Contract.
- 1.2 The business hours of the establishment located at Vajnorská 127a, 831 04 Bratislava are: Monday to Friday 8:30 am - 5:00 pm on business days, except for non-business days and holidays. Additional contact details concerning the Tenant are specified „*KONTAKT*“. These details may be amended and updated at any time.
- 1.3 The T&C govern the relationships, rights and obligations between the Lessee and the Sub-lessee established under or in connection with the Contract and all other relationships established in connection with the process intended to conclude the Contract, including Reservations and relationships established over the online rental agency at the website <https://www.auto-prestige.sk/> (hereinafter as “**Portal**”), unless otherwise specified in the Contract. The Portal is operated by Effective CarService s.r.o., whose details are specified above and is used to provide offers and the services published on the Portal.
- 1.4 These T&C are prepared in accordance with valid Slovak laws and legislation, in particular but not exclusively Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter as “**Commercial Code**”) and Act No. 40/1964 Coll., the Commercial Code, as amended (hereinafter as “**Civil Code**”) and other provisions under generally binding legislation. If the Lessee is a Consumer, then also in accordance with Act No. 250/2007 Coll. on Consumer Protection and on amendment of Act No. 372/1990 Coll. on Offences as amended, as amended (hereinafter as “**Consumer Protection Act**”).
- 1.5 The provisions of the Contract take priority if there are any discrepancies between the provisions hereof and the Contract. Verbal agreements and other arrangements shall be disregarded in such instances.

#### 2 DEFINITIONS

The terms used herein and in the Contract or related documentation have the definitions attributed herein, unless otherwise specified in the relevant document.

<b>Lessee</b>	Effective CarService s.r.o., with registered office at Vajnorská 103/A, 831 04 Bratislava, ID No.: 48031933, Tax ID: 2120006735, VAT ID: SK2120006735, registration: Commercial Register, Bratislava I District Court, Section: Sro, File no: 109765/B;
<b>Sub-lessee</b>	a natural person or legal entity with whom the Lessee has conclude at least one Contract or expressed an interest in concluding at least one Contract in any way;
<b>Legal entity</b>	for the purposes hereof includes an entrepreneur as defined under §2 (1) and §2 of the Commercial Code, i.e. a natural person, entrepreneur;
<b>Consumer</b>	a natural person who does not conduct employment or other gainful activity within the context of business activities as specified in §2 (1) of the Commercial Code (a non-entrepreneur) who in any way expresses an interest in concluding at least one Contract or who has concluded at least one Contract with the Lessee;
<b>Guarantor</b>	An individual or legal entity that has assumed the obligation to satisfy the lessee's claims if the sublessee does not satisfy them;
<b>Authorised person</b>	a natural person who is, based on written authorisation with the certified signature of the Lessee or the Sub-lessee, authorised to perform a specific legal action, or specific legal actions on behalf of the Lessee or the Sub-lessee respectively, or a natural person acting on behalf of the Lessee or the Sub-lessee based on another form of authorisation under specific regulations;
<b>Reservation</b>	any agreement, including verbal, made by the Lessee and the Sub-lessee involving the reservation of the Rental Vehicle for the Sub-lessee's needs for a specific period of time which anticipates the subsequent conclusion of a Contract, even if no such Contract is concluded;
<b>Contract</b>	a written agreement concluded based on or in connection with the Lessee's line of business between the Lessee and the Sub-lessee laying down the conditions of their contractual relationship and the scope of related Services provided to the Sub-lessee, including addenda thereto;

<b>Consumer Contract</b>	any Contract concluded by the Lessee and a Sub-lessee who is a Consumer;
<b>Rental Vehicle</b>	a new or used tangible item which the Sub-lessee is authorised to use via a sub-rental or operating lease, or in another manner, exclusively within the states of the European Union.
<b>Consideration</b>	the amount the Sub-lessee is obliged to pay the Lessee for use of the Rental Vehicle and for provisioning of related Services specified in the Contract for a specific period of time under the provisions and conditions stipulated herein and in the Contract;
<b>Overuse</b>	a specific state where (i) the Sub-lessee exceeds the agreed mileage limit in kilometres over the agreed period, or (ii) the Sub-lessee excessively soils the Rental Vehicle by transporting animals, or in another way, or (iii) the Sub-lessee excessively wears down the brakes on the Rental Vehicle whereby the brake rotors are warped or there are other signs of such condition, or (iv) the Sub-lessee excessively wears the tyres on the Rental Vehicle as a result of driving with a flat tyre, inappropriate use, spinning tyres, drifting, other than through standard use or in any other way, or (v) the Sub-lessee otherwise excessively wears the Rental Vehicle;
<b>Tariff</b>	an integral part of the Contract containing a set of fees, penalties and contractual fines (the basic tariff is specified in the Contract, while the "Pick up" price list for pick up and return of the Rental Vehicle outside of the Lessee's establishment at Vajnorská 127a, 831 04 Bratislava, the "Daily Rental" price list, and the "Unlimited km" price list are published on the Lessee's Portal);
<b>Certificate</b>	the document that the Sub-lessee signs to confirm receipt of the Rental Vehicle from the Lessee, or by which the Lessee confirms the return of the Rental Vehicle by the Sub-lessee. The Certificate is part of the relevant Contract.
<b>Service</b>	performance related to the use of the Rental Vehicle or to ensuring the mobility of the Sub-lessee as provided to the Sub-lessee over the duration of the contractual relationship by the Lessee, on its own or via a third party, in particular with respect to the sub-rental of motor vehicles. The scope of the provided Services is specified in the Contract, and the manner, payment terms and conditions for their provisioning are specified herein, in the Contract, or in the Tariff;
<b>Uncovered risk</b>	the Lessee's entitlements with respect to the Sub-lessee in terms of financial compensation related to the Contract exceeding the amount of any paid deposit;
<b>User Folder</b>	a set of information and documents related to the Rental Vehicle that the Sub-lessee receives from the Lessee upon receipt of the Rental Vehicle. The User Folder, depending on the type of the contractual relationship and the scope of the provided Services, primarily contains: the vehicle registration certificate, authorisation to use the Rental Vehicle, proof of insurance, service cards, an assistance service card, forms for reporting insured events, and other documents specified herein or in the Contract or actually provided to the Sub-lessee;
<b>Confidential information</b>	all information concerning the parties or third parties in a contractual relationship with the Lessee or Sub-lessee which the parties obtain based on or in connection with the Contract, including information protected as a trade secret under the Commercial Code, information subject to protection under the Personal Data Protection Act, and all other information about the legal status or the economic and financial situation and activities of the Lessee, Sub-lessee, or third parties in a contractual relationship with the Lessee or Sub-lessee.
<b>E-shop</b>	a computer program – an Internet application accessible on the Internet via the website <a href="http://www.auto-prestige.sk">www.auto-prestige.sk</a> , the primary function of which is to present, select and make a binding order for the Rental Vehicle and pay the Remuneration;
<b>Registration</b>	electronic registration into the E-shop Database by providing at a minimum the mandatory registration details in the E-shop's user interface and the Login Data and their subsequent saving in the E-shop Database;
<b>Login Data</b>	unique login name and assigned password entered by the Sub-lessee in the E-shop database upon Registration;

### 3 ACTIONS AND SIGNATURE

#### 3.1 Sub-lessee actions

3.1.1 A legal entity registered in the Commercial Register acts via its statutory body in the manner specified in the excerpt from the Commercial Register or via an Authorised Person. Persons authorised on the basis of the document concerning establishment of a legal entity or other documents prepared in accordance with relevant legislation act on behalf of legal entities that are not registered in the Commercial Register.

3.1.2 A natural person may only act independently with respect to the Lessee if they have full legal capacity. Only the statutory representative may act on behalf of any natural person with limited or restricted legal capacity.

### **3.2 Actions via Authorised Persons**

3.2.1 A legal entity and a natural person may be represented by an Authorised Person based on written authorisation. Such written authorisation must be sufficiently clear and have the officially certified signature of the principal. The Sub-lessee commits to report any change or expiration of such written authorisation to the Lessee without any undue delay.

### **3.3 Providing proof of identity**

3.3.1 During every action involving a Sub-lessee, the Lessee is authorised to request proof of their identity be provided and the Sub-lessee is obliged to comply with such request from the Lessee.

3.3.2 A Sub-lessee who is a natural person and an Authorised Person demonstrate their identity to the Lessee by providing a valid identification document. A Sub-lessee who is a legal entity provides proof of their identity to the Lessee in the form of a valid identification document for the natural person acting for or on behalf of the Sub-lessee along with proof that they are clearly acting for or on behalf of the Sub-lessee.

3.3.3 Identification documents primarily include national identification cards, passports and residence permits in the case of foreign nationals. In the instances specified at its own discretion, the Lessee is authorised to request the Sub-lessee provide additional proof demonstrating the veracity and completeness of the information provided by the Sub-lessee. The Sub-lessee and the Authorised Person agree that the Lessee may make a photocopy of their identification document or additional documents provided by the Sub-lessee or Authorised Person and to retain such photocopies in accordance with valid personal data protection regulations.

3.3.4 Over the duration of the Contract and whenever requested by the Lessee, a Sub-lessee which is a legal entity is obliged to provide proof of their establishment and legal existence (proof of legal subjectivity) or provide its trade license certificate to the Lessee at its request along with an identification document (e.g. national identification card, passport, etc.).

## **B. SPECIAL SECTION**

### **4 SUBJECT OF THE AGREEMENT**

#### **4.1 Reservation, Order, process of concluding the Contract**

4.1.1 The Sub-lessee may express their willingness to conclude the Contract in writing, via email, over the phone, or via the E-shop user interface by completing the order form (also as "**Order**") or in any other form that does not conflict herewith, and shall identify the required specifications of the Rental Vehicle and its accessories, the requested delivery date, the duration of the Contract or the anticipated mileage in kilometres over such period or that they are interested in an unlimited number of kilometres, the scope of related Services requested and other pertinent details. The Sub-lessee's request is non-binding and is indicative in nature; its receipt by the Lessee does not establish any contractual relationship between them and the Sub-lessee and the Lessee has no obligations towards the Sub-lessee.

4.1.2 If the Lessee issues an invoice or pro-forma invoice to the Sub-lessee at the Sub-lessee's request per the previous subsection and the Sub-lessee pays this invoice, a Reservation for the Rental Vehicle is created for the Sub-lessee or, in the case of an Order, the Reservation is created at the moment Remuneration is paid once electronic information is received that the Sub-lessee has clicked on the "*Pay with card*" button from the bank via the Internet on the server where the E-shop is installed. The Lessee hereby informs the Sub-lessee that it is impossible to make a Reservation for the Rental Vehicle in the E-shop user interface without then completing payment for the selected Service. The Sub-lessee has the ability to pay the Remuneration after pressing the "*Order with payment obligation*" button. Without completing payment, there will be no Reservation for the Rental Vehicle for the Sub-lessee and it cannot be precluded that another Sub-lessee will make a Reservation or conclude a valid Contract for the same period or the same Rental Vehicle.

4.1.3 The Sub-lessee is required to take over the Rental Vehicle on the requested delivery date and conclude the Contract. The Sub-lessee has the right to cancel the Reservation prior to signature of the Contract but is obliged to pay the Lessee the cancellation fee per the Tariff in such case. If Remuneration has been paid, the Lessee shall refund the Sub-lessee's funds to the payment card or bank account from which these funds were paid within five (5) business days from accepting the cancellation of such Reservation.

4.1.4 After conclusion of the Contract, the Lessee shall provide the Rental Vehicle to the Sub-lessee or the parties shall agree on the place, date and time of pick-up of the Rental Vehicle or, if the Contract is concluded via the E-shop user interface, the Rental Vehicle shall be provided per the Order. The Sub-lessee is obliged to confirm receipt of the Rental Vehicle by signing the Certificate.

4.1.5 The Lessee offers Services via the E-shop, and such offer is non-binding. The Sub-lessee selects a specific Service

via the E-shop and then clicks on the “Rent” button to confirm. If it is later shown that the Service from the category selected by the Sub-lessee is unavailable at the selected time, the Lessee reserves the right to offer the Sub-lessee another Rental Vehicle that best approximates the parameters entered by the Sub-lessee. If the Sub-lessee does not agree with such change to the Rental Vehicle, they have the right to cancel the reservation and the Lessee shall then refund any paid Remuneration.

- 4.1.6 By pressing the “Order with payment obligation” button, a Sub-lessee who is a Consumer confirms that the Lessee has fulfilled its obligation to inform in a full and timely manner. By placing an Order, the Sub-lessee commits to pay the price for the Services in the amount of the selected Services and to pick up the ordered Rental Vehicle. The Lessee commits to provide the Rental Vehicle to the Sub-lessee per the Order and the Reservation.
- 4.1.7 The Sub-lessee commits to enter accurate and complete details into the relevant text fields in the E-shop, in particular their email address, phone number, and identification details. The Sub-lessee is aware that the Tenant shall reasonably consider the details they provide as accurate and complete.
- 4.1.8 If the Sub-lessee is less than 25 years old and selects a Rental Vehicle in category “P”, the Lessee reserves the right to charge a special fee for every day of use of the Rental Vehicle per the Tariff.
- 4.1.9 Once a Reservation is created via the E-shop user interface, the Lessee shall send the Sub-lessee an SMS with Order confirmation to the phone number specified in the Order, and/or an email with Order confirmation, an invoice, the place, date and time of pick-up of the Rental Vehicle per the Order, a list of items that the Sub-lessee or Authorised Person must bring with them when picking up the Rental Vehicle and other details to the email address entered by the Sub-lessee into the appropriate field in the online E-shop environment.
- 4.1.10 If a clear technical error occurs on the side of the Lessee when specifying the Price in the online E-shop environment, the Lessee is obliged to deliver the Service to the Sub-lessee at this clearly erroneous price if the Sub-lessee was sent automatic confirmation of receipt of its Order under the terms hereof. The Lessee shall inform the Sub-lessee of such error without any undue delay and send an amended offer to the Sub-lessee’s email address. The amended offer is considered a new proposal to enter into a Contract.
- 4.1.11 The Lessee reserves the right to void a concluded Contract if there is any misuse of personal data, a payment card, etc.; the Sub-lessee will be informed if such action is taken. The Sub-lessee acknowledges that a valid Contract cannot be established in such case, and the Sub-lessee acknowledges that the Lessee is authorised to seek any unjustified enrichment secured in such way.
- 4.1.12 The Lessee shall provide the Rental Vehicle to the Sub-lessee in a condition suitable for ordinary use.

## 4.2 Coupon, Promotional Coupon, registration

- 4.2.1 The Sub-lessee may receive a discount voucher (“**Coupon**”) from the Lessee in any value specified by the Lessee. The Coupon may only be applied if the Remuneration for the selected Service is greater than or equal to the value of the discount from such Coupon. If the amount of the Coupon covers the value of the Remuneration for the selected Service in full, the resulting value of the Sub-lessee’s Order will be EUR 0 (zero Euros). After the Sub-lessee enters the code from the Coupon in the E-shop user interface in the “Coupon code” column and acceptance, the amount specified on the Coupon is automatically subtracted from the Remuneration for the selected Service. The resulting amount due less the value of the applied Coupon once accepted by the Lessee is then presented to the Sub-lessee. The E-shop will not accept an invalid Coupon and the Remuneration will not be reduced.
- 4.2.2 The Sub-lessee may receive a customer Coupon in the form of a promotional code (“**Promotional Coupon**”) from the Lessee’s cooperating business partners in any percentage value specified by the Lessee. After entering the Promotional Coupon into the E-shop user interface in the “Coupon code” column, and the E-shop user interface in the “Coupon code” column and acceptance, the Remuneration for the selected rental and/or operative leasing of the Rental Vehicle is reduced by the percentage specified on the Promotional Coupon. To clarify, a Promotional Coupon does not apply to the Lessee’s Accessory Services. The resulting amount due less the value of the applied Promotional Coupon once accepted by the Lessee is then presented to the Sub-lessee. There is no reduction in the Remuneration if the system does not accept the Promotional Coupon. The E-shop will not accept an invalid Coupon and the Remuneration will not be reduced.
- 4.2.3 A Coupon / Promotional Coupon functions as a single-use form of payment for the Sub-lessee for the selected Service and which may be used within the specified period. If the Sub-lessee does not pick up the Rental Vehicle per the Order placed using the online E-shop environment or per the Reservation or Contract in other instances the amount of funds paid out of the Remuneration using a Coupon / Promotional Coupon is not refunded to the Sub-lessee in the form of funds or as a new Coupon / Promotional Coupon.
- 4.2.4 The Lessee reserves the right to void a concluded Contract if there is unauthorised use of a Coupon / Promotional Coupon or similar voucher in breach of its conditions, especially in instances when it is used:
- towards Services other than those intended;
  - in combination with another discount, even though this summing was not expressly permitted.
- 4.2.5 The Sub-lessee acknowledges that a valid Contract cannot be established in such case, and the Sub-lessee acknowledges that the Lessee is authorised to seek any unjustified enrichment secured in such way.

4.2.6 After entering the online E-shop environment, the Sub-lessee may complete Registration, which serves as the basis to subsequently log in to the online E-shop environment using the Login Details. The Lessee reserves the right to provide a Sub-lessee who is registered in through Registration with lower prices for Services.

### 4.3 Use of the Rental Vehicle

4.3.1 Written authorisation prepared by the Lessee at Sub-lessee request immediately after the conclusion of the Contract and signature of the Certificate and then provided to the Sub-lessee function as proof of the Sub-lessee's authorisation to use the Subject of the Lease.

4.3.2 The Sub-lessee shall use the Rental Vehicle in accordance with the provisions and under the conditions specified herein, in the Contract, and in accordance with generally binding Slovak and European Union regulations.

4.3.3 Without the prior written consent of the Lessee, the Sub-lessee is not authorised to further rent, lend, gift, sell, provide as a deposit or as security, or otherwise dispose of the Rental Vehicle in such a way so that it is made available to a third party. The Sub-lessee is considered in breach of its obligations if it commits such breach for even one (1) commenced day.

4.3.4 The Sub-lessee shall immediately inform the Lessee without delay of the formation or exercise of any third-party rights to the Rental Vehicle, any interference by a third party into the Rental Vehicle or its use, any damage to the Rental Vehicle, its theft, loss and other important details related to the contractual relationships between the Lessee and the Sub-lessee as specified herein, or under the Contract, by specifying all pertinent and important details and circumstances. The Sub-lessee shall provide evidence of such details and circumstances by providing all the necessary documents, and the Lessee retains the right at its own discretion to request other proof demonstrating the above details and circumstances from the Sub-lessee. The Sub-lessee shall also notify the Lessee of the actual mileage of the vehicle upon the Lessee's request and at least once a year.

4.3.5 The Sub-lessee shall immediately inform the Lessee and the police of the loss, destruction or theft of any part of the User Folder or parts and accessories of the Rental Vehicle, including the registration certificate, any mechanical or electronic keys, code tags, remote locking controls or other devices, vehicle stereo equipment, including the removable security panel, registration plates and non-cash refuelling card. Costs associated with replacing lost, destroyed or stolen parts of the User Folder or parts and accessories of the Rental Vehicle are covered by the Sub-lessee in full. The Sub-lessee is not authorised without the prior written approval of the Lessee to make any changes, technical or other modifications, or add-on any accessories or make any other improvements to the Rental Vehicle. Such modifications do not include topping up washer fluid, coolant, motor oil, and AdBlue, as needed during use of the Rental Vehicle, and which are performed by the Sub-lessee at its own cost. Any modifications to the Rental Vehicle approved by the Lessee in writing may be performed by the Sub-lessee at its own expense and risk, and these must be removed after the expiration of the Contract and the Rental Vehicle must be returned to its original state at the Sub-lessee's expense. The Sub-lessee is obliged to compensate the Lessee in all such cases in full for any reduction in the value of the Rental Vehicle and for all damages to the Rental Vehicle occurring in connection with making any modifications to the Rental Vehicle or their removal. Title to any modification to the Rental Vehicle that the Sub-lessee does not remove transfer to the Lessee on the expiration date of the Contract, which has no prejudice towards the Lessee's entitlements pursuant to the previous sentence.

4.3.6 The Sub-lessee is obliged to maintain the Rental Vehicle in roadworthy condition and to only use it per its manufacturer's instructions and in accordance with the user manual, the technical conditions for operation, to follow the safety rules defined by its manufacturer, and all safety rules pursuant to generally binding legislation valid in Slovakia and in the European Union, to use the Rental Vehicle in a manner consistent to its character and its normal purpose and method of use and also to take all measures necessary to ensure that no damage occurs to the Rental Vehicle and there is no risk of such damage, loss, theft, excessive wear, or destruction and to ensure there is no damage or alteration to the elements used to identify the Rental Vehicle. The Rental Vehicle must not be used for racing, competition, to transport hazardous substances, or for driver training, and the maximum permissible total or utility payload must not be exceeded, etc. Smoking and the use of e-cigarettes in the Rental Vehicle is prohibited.

4.3.7 The Sub-lessee is obliged to treat the Rental Vehicle with all due care and is obliged to inspect the technical condition of the Rental Vehicle, including tyre condition, prior to each use. The Sub-lessee is obliged to report to the Lessee when the service indicator for service inspections is activated on the vehicle without any undue delay. If defects are encountered in the Rental Vehicle that may be remedied through standard maintenance, the Sub-lessee is obliged to remedy such defects at its own cost. If defects are encountered in the Rental Vehicle that cannot be remedied through standard maintenance, the Sub-lessee shall report these defects to the Lessee without and undue delay. The Lessee is obliged to secure remedy of such defects based on their severity and the Sub-lessee in such case shall ensure the completion of repairs to remedy these defects without any undue delay. The Lessee is not obliged to compensate the Sub-lessee for any damages that occur as a result of the temporary inability to use the Rental Vehicle as a result of such discovered defects. The Sub-lessee is obliged to accept such restrictions on the use of the Rental Vehicle due to the discovery of defects and until such time as they are remedied.

4.3.8 The Sub-lessee commits to comply with generally binding legislation in the use of the Rental Vehicle by the Sub-lessee in the given state and maintain the Rental Vehicle in good technical condition pursuant to such regulations. If public authorities in Slovakia or in another state levy any fines or other penalties as a result of the failure to comply with generally binding legislation during use of the Rental Vehicle by the Sub-lessee or as a result of the Rental

Vehicle being in poor technical condition, the Sub-lessee is obliged to pay all such levied fines or other penalties directly to such public authority. The Sub-lessee is also obliged to pay the Lessee a contractual fine in the amount specified in the Tariff for every individual failure to comply with generally binding legislation during the use of the Rental Vehicle by the Sub-lessee, including breaches related to the Rental Vehicle being in poor technical condition in Slovakia or in another state. The amount of such levied penalty or fine pursuant to the second sentence of this subsection herein is not subtracted from the given contractual fine.

- 4.3.9 The Sub-lessee is obliged to activate the electronic alarm system, if the Rental Vehicle is so equipped, and to use any mechanical security devices that the Rental Vehicle is equipped with any time the Sub-lessee leaves the Rental Vehicle.
- 4.3.10 The Lessee is authorised at all times, and without the prior approval of the Sub-lessee, to inspect the condition of the Rental Vehicle, its location, the manner and purpose of its use via an Authorised Person, and if there is a breach hereof or of the Contract, or the risk of a potential uncovered risk on the part of the Sub-lessee, it is authorised to block the Rental Vehicle (physically prevent the movement of the Rental Vehicle), temporarily seize, or prohibit its further use by the Sub-lessee in such manner as it deems appropriate. In such case, the Sub-lessee is obliged to provide such Authorised Person with unlimited access to the Rental Vehicle, to provide them with cooperation, and to allow all actions related to the inspection of the Rental Vehicle to be completed and to allow the removal of the Rental Vehicle or other measures necessary for its removal or to prevent its subsequent use by the Sub-lessee. The Sub-lessee hereby gives the Lessee its permission to access the Rental Vehicle and to defeat any impediments that prevent access to its location, including when the Rental Vehicle is located in a location that the Sub-lessee owns or uses under any legal circumstances. The Sub-lessee commits to compensate the Lessee for all costs related to securing the Rental Vehicle, its removal, and professional disassembly, transport, security protection, storage, and the like. If the Rental Vehicle is in a location to which the Sub-lessee has no legal relationship and as such the Authorised Person will not have access to the Rental Vehicle, the Sub-lessee is obliged to secure access for the Lessee to the Rental Vehicle by the following business day at the latest. The Sub-lessee is considered in breach of its obligations if it fails to fulfil its obligation for even one (1) commenced day.
- 4.3.11 The Lessee is authorised at any time and at its own discretion to take picture and other records of the Rental Vehicle or any of its parts.
- 4.3.12 The Sub-lessee is not authorised to replace the plastic base beneath the registration plates on the Rental Vehicle identifying the Lessee or to remove the Lessee's markings from it. If this plastic base is damaged or lost, the Sub-lessee is obliged to inform the Lessee without any undue delay, and who will then deliver a new plastic base for the Rental Vehicle at the Sub-lessee's expense.
- 4.3.13 The Sub-lessee is not authorised to interfere with the odometer on the Rental Vehicle in any way. The Sub-lessee is obliged to report any malfunction of the odometer once it is discovered to the Lessee in writing without any undue delay, and who will then secure repair thereof. The Lessee is likewise authorised to estimate the number of kilometres travelled during the period in which the odometer was non-functional given the wear on the Rental Vehicle and its previous usage. The Sub-lessee commits to accept this estimate.
- 4.3.14 The Sub-lessee is responsible for all fees related to operation of the Rental Vehicle during its use, including parking fees, motorway toll sticker costs and other toll road charges.
- 4.3.15 The Lessee is not liable for the property of the Sub-lessee and third parties inside the Rental Vehicle or connected to the Rental Vehicle during Service provisioning by the Lessee.

## **5 PRICE, DEPOSIT AND PAYMENT TERMS**

### **5.1 Price of services**

- 5.1.1 The Sub-lessee is obliged to pay each Remuneration to the Lessee in a full and timely manner in accordance with the conditions specified herein and in the Contract. The Sub-lessee is obliged pay the Remuneration to the Lessee by the first day of the calendar month for which the Remuneration is paid at the latest. Upon signature of the Contract, the Sub-lessee is obliged to pay part of the Remuneration for the given month based on the date of signature of the Contract or Certificate, whichever occurs first, and the deposit in the agreed amount used to cover any of the Sub-lessee's liabilities to the Lessee.
- 5.1.2 The Sub-lessee is able to review the offered Services when accessing the E-shop user interface. These Services are classified into a number of categories. The E-shop contains a brief description of the individual Services and their price, and the amount of the Remuneration.

### **5.2 Deposit**

- 5.2.1 The Sub-lessee is obliged to pay a deposit to the Lessee upon receipt of the Rental Vehicle. The deposit is paid using a payment or debit card via the payment terminal provided by the Lessee.
- 5.2.2 The deposit is used to pay and/or reduce any of the Sub-lessee's arrears under the Contract; damage to the Rental Vehicle during the use thereof and/or an extension of the period of use of the Rental Vehicle; costs incurred by the Lessee as a result of the Sub-lessee's breach of obligations and to cover the Lessee's receivables involving the Sub-lessee.
- 5.2.3 The Lessee shall return the deposit to the Sub-lessee upon the return of the Rental Vehicle after signature of the

Certificate and within thirty (30) calendar days from expiration of the Contract at the latest. The Lessee shall return the deposit to the Sub-lessee in full if the Rental Vehicle is returned to the Lessee after expiration of its term of use under the Contract without damage and/or the Sub-lessee has no other arrears toward the Lessee. If there is damage to the Rental Vehicle, the deposit will be returned to the Sub-lessee after proper specification of any damages and reduced by the damage caused to the Rental Vehicle. If arrears exist upon expiration of the Contract, the Sub-lessee will receive the deposit less the amount of any existing arrears. The amount of the deposit to be returned to the Sub-lessee may be reduced depending on the result of the completed inspection of the condition of the Subject of the Contract when returned pursuant to Subsection 7.3.6 herein.

### 5.3 Payment terms

5.3.1 If the Rental Vehicle is not picked up per the Order placed via the online E-shop environment or per a Reservation or if it is determined during the verification process upon pick-up of the Rental Vehicle that the documents presented by the Sub-lessee or an Authorised Person are false and that they lack a license to operate the Rental Vehicle or to conclude the Contract:

- a) any Remuneration paid by the Sub-lessee will not be refunded if the Reservation to use the Rental Vehicle is for seven (7) or less than seven (7) calendar days;
- b) a portion of the Remuneration paid by the Sub-lessee will be refunded to the Sub-lessee if the Reservation to use the Rental Vehicle is for more than seven (7) calendar days, reduced by an amount equal to Remuneration for the first seven (7) calendar days of use of the Rental Vehicle. This difference in funds will be refunded to the Sub-lessee's payment card used to pay the Remuneration or to the bank account reported by the Lessee.

The Lessee reserves the right to not refund funds to the Sub-lessee per the previous sentence.

5.3.2 Every commenced day is used as a day in the case of fees and other payments to which the Lessee is entitled for every day of use of the Rental Vehicle (daily rate), etc. The categories to which the Subjects of the Contract belong (H, K, M, P) change for some Subjects of the Contract depending on whether the lease or operating lease lasts, even if only partially, during the summer season, i.e. during the months of May, June, July, August, September (from 1 May to 30 September) and/or whether it lasts, even if only partially, outside the summer season, i.e. during the months of October, November, December, January, February, March, and April (from 1 October to 31 March). The categories to which the Subjects of the Contract belong, during the summer season and outside the summer season, are listed in the "Price list of daily rent", which is divided into two parts according to these seasons. The categories of Subjects of the Contract also change during the term of the lease or during the term of the operating lease (if the lease or operating lease lasts during the summer season and outside the summer season and vice versa), thereby changing to the category of Subjects of Vehicles with relation to Fees, charges, sanctions, etc. For clarification, it is not the classification of the Subject of the Contract into the category on the first day of the lease or operating lease that is decisive, but the classification into the category on the given day of the term of the lease or operating lease. The method of calculating the final amount of the Fee based on the coefficients depending on the occupancy of the Subjects of the Contract in the relevant category specified in the following sentences of this clause of the GTC (General Terms and Conditions) does not apply to the Subjects of Contract Objects that belong to category "P". The resulting amount of Remuneration for the rental or operating lease of the Rental Vehicle for the selected Rental Vehicle is defined as a multiple of the rental price or operating lease price for the Rental Vehicle per the Tariff and the corresponding coefficient based on usage of the Rental Vehicle at the selected time. The coefficient is 1 if the Lessee generally offers only one (1) Rental Vehicle in the selected Rental Vehicle category. If the Lessee generally offers two (2) Rental Vehicles in the selected Rental Vehicle category, the first in such category is assigned a coefficient of 0.75 on the Rental Vehicle Reservation and the second in such category is assigned a coefficient of 1.25 on the Rental Vehicle Reservation. If the Lessee generally offers three (3) Rental Vehicles in the selected Rental Vehicle category, the first in such category is assigned a coefficient of 0.75 on the Rental Vehicle Reservation, the second in such category is assigned a coefficient of 1 on the Rental Vehicle Reservation and the third in such category is assigned a coefficient of 1.25 on the Rental Vehicle Reservation. If the Lessee generally offers four (4) Rental Vehicles in the selected Rental Vehicle category, the first in such category is assigned a coefficient of 0.75 on the Rental Vehicle Reservation, the second and third in such category are assigned a coefficient of 1 on the Rental Vehicle Reservation and the fourth in such category is assigned a coefficient of 1.25 on the Rental Vehicle Reservation. If the Lessee generally offers five (5) Rental Vehicles in the selected Rental Vehicle category, the first in such category is assigned a coefficient of 0.75 on the Rental Vehicle Reservation, the second in such category is assigned a coefficient of 1 on the Rental Vehicle Reservation and the third, fourth and fifth in such category is assigned a coefficient of 1.25 on the Rental Vehicle Reservation. The coefficients per the previous sentence apply in kind to Rental Vehicle categories in which the Lessee generally offers six (6) and more Rental Vehicles in the selected Rental Vehicle category and therefore the first in such category is assigned a coefficient of 0.75 on the Rental Vehicle Reservation, the last, second-to-last, and third-to-last in such category (with a balance of 3 and fewer Rental Vehicles in the given Rental Vehicle Category) are assigned a coefficient of 1.25 on the Rental Vehicle Reservation, and a coefficient of 1 is used for all vehicles from this Rental Vehicle category in a different order on the Rental Vehicle Reservation.

5.3.3 Every Remuneration is an amount in the Euro currency and inclusive of VAT, unless it is stated that it is an amount without VAT, while the VAT rate is determined by generally binding legislation valid in Slovakia and will be specified separately in the Lessee's tax record. Retroactive payment of VAT to the Sub-lessee is not permitted.

5.3.4 If the Sub-lessee is in default with paying the Remuneration or any other fulfilment, the Lessee is authorised to request the Sub-lessee complete payment of default interest per the specifications in the Tariff.

5.3.5 The Lessee is only authorised to unilaterally, and without the approval of the Sub-lessee, change the amount of the Remuneration if:

- a) there is a change to statutory, implementing or other regulations impacting the amount of the Remuneration, in particular if there is a change in tax conditions, a change in the amount of taxes or fees, or the introduction of new taxes or fees; or
- b) there is a change to general insurance conditions, a change in premium rates, or a change in other decisive circumstances impacting the amount of premiums.

The Lessee is obliged to notify the Sub-lessee in a timely manner of every change to the amount of the Remuneration executed under the terms hereof and specify the reason for and the effective date of such increase.

- 5.3.6 The Lessee has the right to reimbursement of all actually incurred costs related to the Rental Vehicle not included in the Remuneration, and the payment of all fees and penalties specified in the Tariff. The Sub-lessee commits to provide reimbursement for all the Lessee's costs in a full and timely manner and based on a separate pro-forma invoice or standard invoice issued by the Lessee with a payment term of seven (7) calendar days from the date of issue unless another payment term is specified on the specific invoice. The Lessee shall issue a standard invoice or a pro-forma invoice promptly after determination of the specific amount of the Lessee's entitlement. The Lessee's entitlement primarily covers:
- a) costs to repair damage to the Rental Vehicle that are not covered or reimbursed by the given insurer in full, or that the given insurer has refused to cover per the specifics of the insurance policy;
  - b) the deductible for damage agreed in the given insurance policy, or the amount for the uncovered part of damage;
  - c) costs to maintain and repair the Rental Vehicle, or for tyre service, which are not included in the Remuneration, or which were paid by the Lessee outside of the framework of the scope of Services agreed in the Contract;
  - d) costs for a replacement vehicle provided to the Sub-lessee by the Lessee in response to an insured event if the Lessee does not have the right to free-of-charge provision of a replacement vehicle;
  - e) other costs not included in the Remuneration;
  - f) administrative fees, default interest, contractual fines and other penalties specified herein, in the Contract, or in the Tariff.
- 5.3.7 If the Sub-lessee is more in default with completing any part of the Remuneration by fourteen (14) or more calendar days, the Lessee shall prepare and send the Sub-lessee a reminder in which the outstanding amount and other details will be specified. Each preparation and subsequent sending of the reminder to the Sub-lessee is subject to a fee per the Tariff if the Sub-lessee is a legal entity. The Lessee's entitlement to the fee per the previous sentence is not established in the case of a Consumer Contract.
- 5.3.8 The person signing the Contract on behalf of the Sub-lessee commits upon a special signature on the Contract and based on an agreement with the Lessee to assume the Sub-lessee's commitment to pay any and all of the Sub-lessee's commitments hereunder, in the Contract, and in the Tariff and commits to fulfil all the Sub-lessee's future commitments which the Sub-lessee itself fails to fulfil within the defined payment term and therefore stands in as the Lessee's debtor instead of the Sub-lessee.
- 5.3.9 If relevant binding legislation permit, the Sub-lessee is obliged to pay any withholding tax to the competent authorities in excess of the agreed amount of the Remuneration. Withholding tax is not included in the Remuneration. The Sub-lessee is obliged upon Lessee request to provide confirmation of withholding tax and minimisation of the amount of withholding tax and other documents required by related legislation.
- 5.3.10 Additionally, the Lessee reserves the ability to provide an individual discount.

## 5.4 Liability

- 5.4.1 In connection with the Agreement, the Guarantor declares to the Lessee that in the event that the Sublessee is in arrears with the payment of any of its monetary obligations arising from the Agreement (hereinafter referred to as the "Obligation") by more than 30 calendar days, the Guarantor will fulfill the Obligation at the first written request of the Lessee Subtenant.
- 5.4.2 The Guarantor undertakes to pay the Obligation to the Lessee's bank account, which the Lessee will notify the Guarantor in writing for this purpose in a call for payment of the Obligation, no later than 15 calendar days from the date of delivery of this call.
- 5.4.3 This statement forms an integral part of the Agreement. The declaration takes effect on the day of signature by the Guarantor.
- 5.4.4 The Guarantor's obligation from this declaration shall be terminated in full by the complete settlement of the Sublessee's Obligations arising from the Agreement or other termination of the Sublessee's Obligations.

## 6 SERVICES

### 6.1 Motor vehicle tax and motorway toll stickers

- 6.1.1 The Lessee pays the motor vehicle tax and the motorway toll sticker for Slovakia for the given calendar year and



these costs of the Lessee are part of the Remuneration.

## 6.2 Insurance

### 6.2.1 Mandatory third-party liability insurance

6.2.1.1 The Lessee concludes the mandatory third-party liability insurance policy and pays all premiums with one of its contracted insurers and these costs are part of the Remuneration. The territorial validity of such insurance coverage is specified in the related terms of insurance coverage.

6.2.1.2 The Sub-lessee is obliged to review these terms of insurance coverage and comply with them over the duration of the contractual relationship.

### 6.2.2 Other types of insurance for the Rental Vehicle

6.2.2.1 The Lessee concludes insurance policies with one of its contracted insurers to cover standard insurance risks, whereby such insurance primarily covers accidents, theft and damage, as well as insurance for natural disasters. If the Sub-lessee concludes an insurance policy on its own behalf with the prior approval of the Lessee, the Sub-lessee is obliged to establish a pledge for all such insurance benefits from this insurance policy with the Lessee as the beneficiary and is obliged to provide proof of the establishment of such pledging to the Lessee without delay. The Sub-lessee is obliged to maintain such pledge with the Lessee as the beneficiary over the duration of their contractual relationship.

### 6.2.3 Collective provisions regarding insurance and the occurrence and liquidation of an insured events

6.2.3.1 The Sub-lessee is obliged to ensure insured events do not occur. If the potential for an insured event exists, the Sub-lessee is obliged at its own cost, and with respect to the circumstances and its own capacities, to take all action necessary to prevent imminent damage and if prevention of such imminent damage is not possible, the Sub-lessee is obliged to take all measures necessary to reduce the extent of the damage.

6.2.3.2 The Sub-lessee has the following obligations when any insured event occurs:

- a) to request instructions from the Lessee without delay and to then proceed in accordance with these instructions;
- b) to report the insured event to the police without undue delay (especially in the event of the theft of the Rental Vehicle, in the event of deliberate or accidental damage, or if there are suspicions that a crime occurred). If the police complete a report concerning an accident, offence, or crime, the Sub-lessee is obliged to request a copy of such report from the police and to provide it to the Lessee without delay;
- c) to notify the Lessee of the occurrence of an insured event in writing within twenty-four (24) hours from its discovery;
- d) to secure the evidence and materials necessary to claim or enforce the insurance indemnity against the relevant insurer.

6.2.3.3 The occurrence or continuation of an insured event has no impact on the Sub-lessee's obligation to pay the Remuneration, whereby such obligation endures over the duration of the contractual relationship.

6.2.3.4 In the event of an insurance event or damage event caused by the Sub-Lessee (e.g. encounter with an animal, etc.), regardless of fault, the Sub-Lessee is obliged to pay the Lessee the costs for each day for the period starting from the day the Subject of the contract is accepted for service and ending with the day of complete repair. The subject of the contract in the amount stated in the Price List, regardless of the duration of the Contract and the payment of the Compensation. Exercising the right to standstill does not affect the exercise of the right to compensation for damage.

## 6.3 Additional services

6.3.1 The Lessee provides the Sub-lessee with the opportunity to select the additional *super protect* service. This service involves the deductible / damage to the Rental Vehicle in categories J, H, K, and M caused by the Sub-lessee. The Sub-lessee may select this additional service from the Services offered by the Lessee. Upon prepayment of this additional service by the Sub-lessee, the Lessee commits to cover damage for one (1) deductible / damage to the Rental Vehicle, including damage to the front windscreen, if such damage occurs during the period in which the Lessee uses this additional service. This is an internal additional service provide by the Lessee at its own risk. This is a paid service:

- a) a lump-sum fee per the Tariff is used when the Rental Vehicle is used by the Sub-lessee for three (3) or fewer days under the Contract;
- b) a lump-sum fee per the Tariff is used when the Rental Vehicle is used by the Sub-lessee for three (3) or more days under the Contract and a fee using the daily charge per the Tariff for each additional day of use under the Contract.

6.3.2 The Lessee offers the following additional services per the Tariff:

- a) non-life insurance for luggage in the Rental Vehicle;

- b) non-life insurance for seats in the Rental Vehicle;
- c) agreement to allow a person other than the Sub-lessee to operate the Rental Vehicle (additional driver);
- d) availability of the Lessee as selected by the Sub-lessee outside the hours of 8:00 am to 5:00 pm;
- e) rental of a child's car seat;
- f) rental of a bicycle carrier (specified in the Contract as "bike");
- g) rental of a ski box (mounted on the roof, specified in the Contract as "box");
- h) unlimited mileage service;
- i) procurement of emissions sticker / green label for the Rental Vehicle,
- j) airport pick-up of the Rental Vehicle, i.e. the airport fee.

6.3.3 The Sub-lessee may also select the additional service to pick-up the Rental Vehicle at a designated location or the additional service to drop off the Rental Vehicle at a designated location ("pick-up service" in the text). The Sub-lessee is free to choose from the predefined locations selected by the Lessee. This is a paid service per the Pick-Up tariff.

6.3.4 The Sub-lessee may agree on towing service for the Rental Vehicle with the Lessee in a separate agreement.

#### **6.4 Maintenance, repairs and tyre service**

6.4.1 The Remuneration includes basic regular and mandatory service for the Rental Vehicle secured by the Lessee.

6.4.2 The Remuneration does not include costs to replace tyres attributable to improper use of the Rental Vehicle or excessive usage. Likewise, the Remuneration does not include costs to replace tyres as a result of a flat tyre or damage to tyres, and seasonal tyre changeovers. The Sub-lessee is responsible in full for all tyre replacement and changeover costs. Fees related to tyres are specified in the Tariff.

6.4.3 The Remuneration does not include repairs to the Rental Vehicle, excepting recognised warranty repairs.

6.4.4 If there is a need to repair the Rental Vehicle, the Sub-lessee is only authorised to complete such repair with the prior and demonstrable approval of the Lessee and exclusively by using the services provided by an authorised service centre.

6.4.5 If the Rental Vehicle is involved in an insured event, the Sub-lessee may request a replacement vehicle from the Lessee in writing. The Lessee shall review the Sub-lessee's request and, when justified, provide the Sub-lessee with a replacement vehicle. If an insured event occurs through no fault of the Sub-lessee, the Lessee shall provide the Sub-lessee with a replacement vehicle at no charge. In other instances, the Lessee may provide the Sub-lessee with a replacement vehicle for a fee, which in no way relieves the Sub-lessee of its obligation to pay the Remuneration under the Contract or parking charges. If the Sub-lessee is subsequently found to be at fault and the Sub-lessee was previously provided with a replacement vehicle at no charge, the Sub-lessee is obliged to subsequently pay the fee for use of the replacement vehicle based on the first written notification from the Lessee and within seven (7) days from its receipt.

### **7 TERMINATION OF THE AGREEMENT AND RETURN OF THE SUBJECT OF THE AGREEMENT**

#### **7.1 Proper termination of the Contract**

7.1.1 Proper termination of the Contract occurs upon expiration of the period specified in the relevant Contract, but not before the Rental Vehicle is returned to the Lessee. Proper termination of the Contract does not nullify any of the Sub-lessee's unsettled financial liabilities to the Lessee on any grounds. The Lessee shall refund the unused deposit to the Sub-lessee per the terms hereof.

#### **7.2 Early termination of the Contract**

7.2.1 The Lessee and the Sub-lessee are authorised to withdraw from the Contract exclusively under the circumstances specified herein, in the Contract, or in accordance with the provisions of the Commercial Code and, if the Sub-lessee is a Consumer, then only under the circumstances specified herein, in the Contract, or in accordance with the provisions of the Civil Code. Withdrawal from the Contract must be completed in writing and delivered to the other party and takes effect on the date of delivery to the other party unless a later date is specified in such notice of withdrawal. Withdrawal from the Contract does not nullify the rights of either of the parties to request a return of any performance completed for the other party based on or in connection with the Contract prior to the effective date of such withdrawal.

7.2.2 The Lessee is primarily authorised to withdraw from the Contract for the following reasons:

- a) if the Sub-lessee is in default with payment of any part of the Remuneration or any other financial liability the Sub-lessee is obliged to pay to the Lessee hereunder, or under the Contract, or Tariff, for a period of more than seven (7) calendar days from the payment date; or

- b) if the Sub-lessee breaches its obligations as specified in Subsection 4.3.3 herein; or
- c) if the Sub-lessee fails to pledge insurance benefits with the Lessee as the beneficiary pursuant to Subsection 6.2.2.1 herein; or
- d) if a petition is filed to execute a decision involving the Sub-lessee's assets, if the execution of such decision commences, if a petition is filed to permit restructuring, if the Sub-lessee enters into liquidation, or if a petition to commence a similar proceeding is filed; or
- e) if the Sub-lessee uses the Rental Vehicle in such a way that results in damage or the threat of damage to the Lessee; or
- f) if the Sub-lessee, who is a natural person, dies, or if the Sub-lessee decides to change their legal form, or decides to purchase, sell or lease its business, or a part thereof, or reduce its registered capital; or
- g) if judicial, arbitration, execution or similar proceedings or administrative proceedings have been initiated against the Sub-lessee; or
- h) if the Sub-lessee's registered office is relocated outside of Slovakia; or
- i) if a crime is committed with the Rental Vehicle or if there is the threat of criminal prosecution of the Sub-lessee, its statutory body, or a member of its statutory body; or
- j) if the Sub-lessee provided inaccurate, incomplete, or untrue information in the process of concluding the Contract or in connection with its conclusions, including details of its economic and financial situation or activities, or if it withheld facts and circumstances under which the Lessee would not have otherwise, at its own discretion, have conclude the Contract with the Sub-lessee.

7.2.3 The Lessee's entitlement to payment of all outstanding Remuneration, fees, and costs agreed in the Contract or herein due at the termination date of the Contract, including default interest, contractual fines, damages and other penalties, does not expire in the event of withdrawal from the Contract.

7.2.4 If the Subject of the Contract is written off as a total loss, the Contract shall be terminated early as of the date on which such total loss occurred, whereby the Sub-lessee's obligation to pay the Remuneration expires on the date of the decision from the given insurer declaring such total loss is delivered to the Lessee. The Lessee is obliged to refund all paid up Remuneration to the Sub-lessee paid from the date on which the total loss occurs until the date on which the decision from the given insurer declaring the Rental Vehicle a total loss is delivered to the Lessee.

7.2.5 If the Rental Vehicle is stolen, early termination of the Contract occurs on the date when the Sub-lessee demonstrably reports the theft of the Rental Vehicle to the police, and the Sub-lessee's obligation to pay the Remuneration expires on the date of delivery of the decision from law enforcement to commence criminal prosecution. The Lessee is obliged to refund all paid up Remuneration to the Sub-lessee paid from the date on which the theft of the Rental Vehicle is made to the police until the date of delivery to the Lessee of the decision from law enforcement to commence criminal prosecution. If the stolen Rental Vehicle is returned to the Tenant prior to the date of delivery to the Lessee of the decision from law enforcement to commence criminal prosecution, an irrefutable legal presumption applies that no early termination of the Contract has occurred, and the Lessee and the Sub-lessee are obliged to continue in performance thereof.

7.2.6 In the case of the blocking, temporary seizure, or prohibition on the use of the Rental Vehicle per Subsection 4.3.10 herein due to non-payment of any portion of the Remuneration, or any other financial liability on the part of the Sub-lessee, early termination of the Contract occurs on the eighth day after such blocking, temporary seizure, or delivery of prohibition of use notice concerning the Rental Vehicle if the Sub-lessee does not pay its liabilities to the Lessee within this period.

### 7.3 Return of the Rental Vehicle

7.3.1 In the case of proper termination or early termination of the Contract, the Sub-lessee is obliged to immediately return the Rental Vehicle to the Lessee, by the following business day at the latest; the above does not apply if the Rental Vehicle is declared a total loss, or if the theft of the Rental Vehicle is reported.

7.3.2 The Sub-lessee is obliged to return the Rental Vehicle to the Lessee at its registered office at Vajnorská 127a, 831 04 Bratislava, unless the additional pick-up service is selected. The Sub-lessee bears all risks for damage to the Rental Vehicle until the proper return of the Rental Vehicle to the Lessee.

7.3.3 The Sub-lessee is obliged to return the Rental Vehicle to the Lessee in such condition as it was received, with consideration given to regular wear and tear, along with all accessories, all mandatory equipment, technical documentation, the User Folder, which the Sub-lessee received from the Lessee, and in particular the Sub-lessee shall return all electronic and mechanical keys to the Lessee, along with remote locking controls or other devices, vehicle stereo equipment, including the removable security panel, service log, refuelling card, assistance service card and the tyre storage receipt.

7.3.4 The Lessee is authorised to bill the Sub-lessee for all costs incurred by the Lessee by failure to return all accessories for the Subject of the Contract, technical documentation or any part of the User Folder and to include them into the final billing. The Sub-lessee is obliged to return the Rental Vehicle clean and with a clean interior; if not, the Lessee is authorised to bill all cleaning costs for the Rental Vehicle or its interior to the Sub-lessee and to include them into the final billing.

7.3.5 The Sub-lessee is obliged to return the Rental Vehicle with a full fuel tank; if not, the Lessee has the right to seek

payment of a contractual fine by the Sub-lessee, the amount of which is set as the product of the fixed amount specified in the Tariff and the price of the corresponding fuel charges for the Lessee to have a full tank of fuel in the Rental Vehicle.

- 7.3.6 The Lessee shall inspect the condition of the Rental Vehicle when it is returned. The Sub-lessee is liable for Overuse, excessive wear and tear, and for all defects, damage and breach of every one of the obligations laid down in Subsection 7.3.3 herein that the Rental Vehicle has at the time of such inspection that were not properly reported by the Sub-lessee or remedied in accordance herewith, including if such defects or damage clearly happen after the completion of such inspection. The Lessee is authorised to bill all charges to remedy such defects and damage to the Sub-lessee and to include them into the final billing. If the Lessee determines after the inspection that the prohibition on smoking and / or using e-cigarettes in the Rental Vehicle has been broken, the Sub-lessee is obliged to pay the contractual fine in the amount specified in the Tariff.
- 7.3.7 The Lessee and the Sub-lessee confirm the return of the Rental Vehicle by signing the Certificate, whereby the Rental Vehicle is considered returned to the Lessee when the Certificate is signed by the Lessee and the Sub-lessee.
- 7.3.8 If the Rental Vehicle is not returned to the Sub-lessee within the term specified in Subsection 7.3.1 herein, the Lessee is authorised to seize the Rental Vehicle from the Sub-lessee without the prior approval of the Sub-lessee. Subsection 4.3.10 herein applies in kind.

## **8 Final billing**

- 8.1 Final billing is the mutual financial settlement between the Lessee and the Sub-lessee which the Lessee performs in the event of proper and early termination of the Contract once all damage to the Rental Vehicle, any potential Overuse, and the amount of any insurance benefits or decisions issued by law enforcement are known to the Lessee. If the result of the final billing is overpayment due to the Sub-lessee, the Lessee shall refund this overpayment to the Sub-lessee within 30 calendar days. If the result of the final billing after subtracting the deposit is underpayment due from the Sub-lessee, the Sub-lessee shall pay such underpayment to the Lessee within a term of fifteen (15) calendar days from delivery of the final billing.

## **C. FINAL PART**

## **9 CONFIDENTIAL INFORMATION**

### **9.1 Confidential information**

9.1.1 The Lessee and Sub-lessee commit to handle Confidential Information in accordance with generally binding legislation and to maintain the confidential nature of Confidential Information after the termination of the contractual relationship between the Lessee and the Sub-lessee and shall not provide any Confidential Information to any third party without the prior written consent of the other party.

9.1.2 The Lessee is authorised to provide Confidential Information to third parties in the following case and scope, and under the defined conditions:

- a) laid down in generally binding legislation, or in valid decisions of judicial and other administrative bodies,
- b) agreed upon herein, or in other contracts between the Lessee and the Sub-lessee,
- c) specified in written consent issued by the Sub-lessee to the Lessee.

### **9.2 Consent to provisioning of Confidential Information by the Lessee**

9.2.1 The Sub-lessee agrees to allow the Lessee to provide Confidential Information to third parties via which it secures the provisioning of related services to the Sub-lessee in the agreed scope and additional third parties with whom the Lessee cooperates (e.g. insurers, tax and legal advisers, etc.) under the condition that such third parties are capable of protecting such Confidential Information from misuse.

9.2.2 The Sub-lessee agrees that the Lessee is authorised to provide all documents concerning the contractual relationship between the Lessee and the Sub-lessee, including contracts, documentation related to contracts and records of communication between the Lessee and the Sub-lessee, within the maintenance of the Lessee's records pursuant to a specific regulation.

## **10 NOTIFICATION AND DELIVERY**

10.1 Documents, notifications, instructions and calls are exchanged by the Lessee and the Sub-lessee:

- a) in person; with delivery occurring at the moment of delivery / notification;
- b) by post; with delivery occurring on the date of receipt, refusal to take delivery, or on the date of return;
- c) using electronic communication media (fax, email, or other electronic medium); delivery occurs on the date of sending.

10.2 Withdrawal from the Contract must be delivered by registered mail or in person with confirmation of receipt / refusal

to take delivery by the other party.

- 10.3 The Sub-lessee is obliged to report all contact information to the Lessee to which the Lessee may send documents and is obliged to inform the Lessee of any changes thereto without delay. If the Sub-lessee fails to report any change to its contact details to the Lessee, delivery is considered complete when delivered to the last known contact details.
- 10.4 The Lessee is authorised at its own discretion to require that copies of an original document submitted by the Sub-lessee to the Lessee be certified.
- 10.5 The Lessee is authorised to require that the Sub-lessee provide an official translation into Slovak of any document that is prepared in any language other than in Slovak at the Sub-lessee's expense.

## 11 LIABILITY OF THE SUB-LESSEE AND COMPENSATION FOR DAMAGES

- 11.1 The Sub-lessee is liable for damage caused to the Lessee by breach of any obligations under the contractual relationship defined by the Contract, the T&C, and generally binding legislation, unless it is demonstrated that such breach of obligations as the result of circumstances precluding liability.
- 11.2 The Sub-lessee commits to compensate the Lessee for all damages in full within seven (7) calendar days based on a written call to provide remedy. The Sub-lessee is obliged to provide financial compensation for damages incurred by the Lessee.
- 11.3 The Sub-lessee is obliged to compensate the Lessee in full for all damages to the Rental Vehicle attributable to any deliberate or negligent action on the part of the Sub-lessee or a third party.
- 11.4 Payment of a contractual fine has no prejudice towards the Lessee's entitlement to compensation for damages, and the Sub-lessee is obliged to compensate the Lessee for damages that exceed the contractual fine specified in the Tariff.

## 12 GENERAL AND FINAL PROVISIONS

- 12.1 By clicking on "*I have reviewed and agree with the Terms and Conditions*" in the E-shop user interface prior to placing an Order and / or by signing the Contract, the Sub-lessee confirms that they have reviewed these Terms and Conditions and commit to comply with them.
- 12.2 The Lessee is authorised to amend these T&C at any time depending on changes in the legal and business environment. The Lessee publishes the current version of the T&C on the Lessee's website ([www.auto-prestige.sk](http://www.auto-prestige.sk)) at: <https://www.auto-prestige.sk/dokumenty/>. The Sub-lessee is authorised to express its disagreement with any amendment hereof via written notification delivered to the Lessee within 30 calendar days from the effective date of the new T&C. Amendment hereof take effect on the date specified in the T&C. If the Sub-lessee does express its disagreement via written notification delivered to the Lessee within 30 calendar days from the effective date of the T&C, the T&C in their original form remain valid for the parties.
- 12.3 A Sub-lessee who is a Legal Entity is obliged to provide the Lessee with its individual financial statements if requested in writing. If the Sub-lessee has a statutory obligation to have its individual financial statements audited by an auditor, it is obliged to provide the Lessee with its individual financial statements audited by an auditor.
- 12.4 During the conclusion and over the duration of the Contract, the Sub-lessee is obliged to notify the Lessee in writing of any circumstances that would result in the Sub-lessee being considered a politically exposed person in accordance with Act No. 297/2008 Coll. on Anti-Money Laundering and Terrorist Financing Measures, as amended.
- 12.5 The Lessee and the Sub-lessee are obliged on the date of the proper or early termination of the Contract to take all actions necessary to prevent damage to the Rental Vehicle.
- 12.6 The Lessee and the Sub-lessee agree that all their contractual relationships are governed by Slovak law, and the Slovak version of all documents are decisive, and are subject to decisions issued by Slovak courts and authorities as specified herein.

### 12.7 Alternative dispute resolution

- 12.7.1 In the event that a legal relationship has arisen between the Lessee and the Sub-lessee from a Consumer Contract or related to a Consumer Contract, the parties may use alternative dispute resolution in the event of a dispute (hereinafter as "ADR"). This has no prejudice on the ability to seek redress through the courts.
- 12.7.2 If the Consumer is not satisfied with the manner in which the Lessee resolved its claim or believes that the Lessee has violated their rights, the Consumer has the right to contact the Lessee with a request for redress. If the Lessee rejects the Consumer's request per the previous sentence or does not respond to such request within 30 days of the date of it being sent by the Consumer, the Consumer has the right to file a petition to commence ADR pursuant to the provisions of §12 et seq. of Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes and on amendment of certain acts (hereinafter as "**Act on Alternative Resolution of Consumer Disputes**"). An ADR entity may request payment of a fee from the Sub-lessee who is a Consumer to commence such alternative dispute resolution up to a maximum of EUR 5 (five Euros) inclusive of VAT. The Consumer may file such petition in paper form, in electronic form, or verbally written into the record, or use the form available on the website of every ADR entity (e.g. [SOI, Spoločnosť ochrany spotrebiteľov \(S.O.S\) Poprad](http://SOI.Spolocnosťochranyspotrebiteľov(S.O.S)Poprad), and the like). All documents related to the given dispute and that function as evidence of the circumstances described in the petition must be attached to the petition.

12.7.3 The Consumer has the right to select an ADR entity. The current list of ADR entities and more information on alternative resolution of consumer disputes, in particular ADR options and conditions, are provided on the website of the Ministry of Economy of the Slovak Republic at:

<https://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternatívne-riesenie-spotrebiteľských-sporov-1>

12.7.4 A Consumer may also choose to select an online dispute resolution platform to resolve a dispute available at:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

12.7.5 ADR commences at the petition of the Consumer filed with an ADR entity. ADR must be completed within 90 calendar days from its commencement. This period may be extended by an additional 30 calendar days, including repeatedly, in the case of particularly complex disputes. ADR ends

- a) by concluding an agreement between the parties to the dispute (voluntary),
- b) upon the issuing of a reasoned opinion,
- c) by postponing the petition (i.e. the consumer declares their intent terminate their participation in the alternative dispute resolution),
- d) upon the death or declaration of death in the case of a party to the dispute who is a natural person,
- e) upon the winding up without a legal successor of a party to the dispute who is a legal entity,
- f) upon deletion of an authorised legal entity from the ADR list.

12.8 The Lessee does not guarantee non-stop, i.e. uninterrupted access to the Portal or the security and flawless operation of the Portal. The operator is not liable for any damage resulting from the use and making access to the Portal, including potential damage resulting from downloading data and other materials published on the Portal, for damage caused by operational outages, malfunction of the Portal, computer viruses, or damage resulting from the loss of data.

12.9 If any provisions of the Contract or hereof, or of any other contract, become invalid or unenforceable, such fact has no prejudice towards the validity and enforceability of the remaining provisions of the Contract or hereof, or of any other contract. The parties in such case commit to replace the invalid or unenforceable provisions with valid and enforceable provisions that as closely as possible approximate the legal significance and effect as the provision to be replaced.

12.10 All contracts concluded in writing between the Lessee and the Sub-lessee may only be amended in the form of written addenda, whereby such addenda must be signed by both the parties.

12.11 The Sub-lessee hereby agrees that the Lessee is authorised to assign its receivables, rights and obligations hereunder, and under the Contract to a third party. The assignment of receivables, rights and obligations takes effect upon the conclusion of a written contract between the Lessee and a third party. The Lessee commits to notify the Sub-lessee in writing of the assignment of any such receivables, rights and obligations.

The T&C enter into force and effect on the date of their publication on the Lessee's Portal ([www.auto-prestige.sk](http://www.auto-prestige.sk)) at: „<https://www.auto-prestige.sk/vseobecne-obchodne-podmienky/>“, i.e. on 14 december 2022.

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By signing this document, you agree with the General Terms and Conditions of Effective CarService, s.r.o.