

Contract No.

Date of Signature:

Contract for the provision of short-term rental services

1. General terms

1. Hereby Elmo Rent Ltd, registration code 12994939, address Kivi 12, Paldiski (hereinafter Elmo Rent or Party) and a natural or legal person (hereinafter the Customer or Party), hereinafter together called Parties, have concluded a contract of short-term rental of electric cars (hereinafter the Contract).
2. Capitalized terms used in the Contract have the following meaning:
 - Means of Authorisation** – a mobile phone or another technical device by which a particular User starting to use the Service is identified;
 - Private Customer** – a customer who is a natural person;
 - Representative**: AS G4S Eesti or AS Ühisteenus authorized to communicate with the Customer on behalf of Elmo Rent, as well as request fulfilment of the Contractual obligations from the Customer;
 - E-operation**: a transaction carried out by the Customer or an operation performed by the Parties through the e-service of Elmo Rent or a terminal device, which has legally binding consequences;
 - Prepayment**: an amount of money transferred to a bank account designated by Elmo Rent as prepayment for Service;
 - Personal Information**: information of an identified or unidentified natural person obtained by Elmo Rent and the Representative during the provision of Service;
 - User**: a natural person appointed by the Customer, who uses the actual Service on the Customer's approval and consent;
 - Customer Information**: information telephone of the Representative for servicing and counselling of Customers;
 - Customer**: a natural person having concluded a Contract for using the Service, or a Corporate Customer;
 - Home Page**: the web page of the Elmo Rent at www.elmorent.ee;
 - Credit Limit**: a financial limit applicable to a Customer up to which the Customer may use credit while using the Service. The Credit Limit is based on the payment behavior of the Customer and usage of the Service.
 - Charging Network**: Quick chargers of electric cars installed in Estonia

and Elmo Rent standard chargers, the locations of which are published on the web page <http://elmo.ee/laadimispunktide-vorgustik/>;

Contract: the present agreement concluded between Elmo Rent and the Customer for using the Service with inseparable annexes thereto;

Additional Service: a service Elmo Rent must provide to the Customer as a result of violation of the Contract by the latter, and for which the Customer shall pay according to the price list of Additional Services to the Service;

User Account: the account provided to the Customer by the Contract to the owner of which Elmo Rent provides the Service;

Insurance Provider: a company with which Elmo Rent has concluded an insurance contract of Vehicles used for the provision of Service;

Deductibles: an amount to which the Customer shall be liable in case of an insurance event;

Parking Arrangement: orders and instructions of the owner of the real estate or limited real right for parking Vehicles in the territory;

Rental Point: a physical place provided on the Home Page for starting or ending the use of the Service;

Rental Session: the period when the Customer is actively using the Service, i.e. has started to rent the Vehicle with the Means of Authorisation, has opened the door of the Vehicle and started to use the Vehicle. In the event of booking a Vehicle, the Rental Session starts from the moment of opening the door of the Vehicle, if a Customer opens the door of the Vehicle and starts using the Vehicle within 30 minutes from the beginning of the booking. In such events the calculation of the Service fee starts from the 5th minute following the opening of the door. If the Customer does not open the doors of the Vehicle and does not start using the Vehicle within 30 minutes from the beginning of the booking, the Rental Session and calculation of the Service fee starts on the 30th minute from the beginning of the booking;

Password: a combination of letters and/or numbers chosen by the Customer confirming the identification of the Customer;

Vehicle: a fully electric vehicle used for the provision of Service;

Service: short-term rental service of electric cars provided by Elmo Rent to Customers under the Contract;

Service Package or Price Package: a fixed set of Service corresponding to an amount of money in the Elmo Rent price list;

Penalty: an amount payable by the Customer for violation of the Contract or legal violations related to the use of the Service, including penalties provided in the Contract and the list of Penalties forming an inseparable part of the Contract, penalties established under the legislation and the instruments of the local government (e.g. fines for delay), and contractual penalties by third parties (e.g. claims related to violation of the terms of use of parking lots in private ownership);

Corporate Customer – a customer, who is a legal person and a self-employed entrepreneur who has concluded a Contract as a self-employed entrepreneur.

3. Terms used in the Contract in plural also include the singular form, if the content of the Contract so permits, and vice versa, terms used in singular also include the plural, if the content of the Contract so permits.
4. The Service is provided to the Customer in the territory of the Republic of Estonia.
5. By concluding the Contract, the Customer confirms that:
 1. he has read through and agrees to all the terms of the Contract, including the terms established in the documents that form inseparable parts of the Contract (including the Service price list, list of Penalties and amounts thereof, and the price list of Additional Services), understands those and shall fulfil the terms of the Contract;
 2. he/she has provided true information about himself/herself;
 3. he/she has followed all regulations, procedures and approvals necessary for undertaking the obligations under the Contract;
 4. a Corporate Customer has all rights and authorisations to conclude the Contract provided by the legislation, statutes or other documents;
 5. a Private Customer has provided consent to Elmo Rent and its Representative for processing of his/her Personal Information including the first name and surname, personal ID, mobile phone number and mailing address;
 6. he/she has provided consent to Elmo Rent and its Representative for processing the information obtained during the term of the Contract, whereas Elmo Rent processes the information for the purposes of service and marketing, to offer the Customer personalized, convenient and favorably priced solutions when providing the Service;
 7. if using of the Service requires the transfer of information regarding a Customer to third persons connected with the provision of a particular Service, the Customer agrees to such transfer of information directly necessary for the use of the desired Service and agrees to fulfil the possible obligations resulting from such a Service.
 8. A Private Customer agrees that in the event of a violation of the Contract by the Customer, Elmo Rent shall have a right to transfer the Personal Information of the Customer (first name and surname, personal ID, address, information regarding the non-fulfilment of a contractual obligation, including the amount of debt) that Elmo Rent or its Representative has learned during the conclusion and fulfilment of the Contract to third persons with a purpose of debt collection.

2. Contract object. Parts of the Contract

1. The object of the present Contract is the provision of Service to the Customer by Elmo Rent through all Rental Points.

2. The Service price list, the list and amounts of Penalties, the price list of Additional Services and the description of the Service published in the Home Page of Elmo Rent are regarded as inseparable parts of the Contract.

3. Delivery of the Vehicle and termination of the Rental Session

1. A Vehicle is regarded delivered to the Customer when the Customer starts the Rental Session by using the Means of Authorisation and opening the door of the Vehicle.
2. A Vehicle is regarded returned to Elmo Rent when the Customer terminates the Rental Session, using the Means of Authorisation, whereas upon the termination of the Rental Session, Elmo Rent automatically determines the geographical location of the Vehicle and applies the Rental Session fee accordingly.

4. Rights, obligations and liability of the Customer

1. The Customer shall have a right to:
 1. use the Service according to the Contract concluded between the Parties, valid price lists and Service description;
 2. register the owner and password of a User Account;
 3. use the E-Service for E-operations according to the possibilities;
 4. charge the Vehicle in the functioning Charging Network;
 5. obtain Contract-related information from the Representative;
 6. obtain information regarding the Credit Limit established for him/her from the E-Service and Customer Information;
 7. make Prepayments to Elmo Rent for Services to be provided or intermediated in the future, including Prepayment for increasing or reopening the Credit Limit;
 8. apply for reception of invoices and other information from the Representative electronically or in another agreed way;
 9. submit written statements, claims and proposals by e-mail tugi@elmorent.ee, whereas the term for submitting a claim is 10 days from the occurrence of the event on which the claim is based;
10. cancel the Contract according to the prescribed procedures, including unilateral amendment of the terms of the Contract, the price list of Service, the list of Penalties and/or the price list of Additional Services by Elmo Rent. A Private Customer may withdraw from the Contract within 14 days from the conclusion of the Contract; in such an event, the Private Customer shall submit a written application of withdrawal and pay for the services used until the moment of withdrawal from the Contract;
11. obtain information regarding the use of his/her information according to the valid legislation;
12. relating to personal information (a right based on the legislation), a Private Customer has a right to:

1. receive information collected about himself/herself from Elmo Rent and the Representative;
 2. request termination of processing of Personal Information and correction and deletion of delicate Personal Information by Elmo Rent and the Representative in events prescribed in the Contract, to contact the Data Protection Inspectorate and the court;
 3. request compensation for loss if a Private Customer has suffered damages related to violation of his/her personal information by Elmo Rent or the Representative.
2. The Customer shall:
1. fulfil the Contract;
 2. use the Vehicle for the intended purpose according to the prescribed procedures and treat the Vehicle in a prudent manner;
 3. use the Vehicles charging, fuel card or some other payment method, just for rental car and for buying electricity or fuel.
 4. use the Vehicle only in the Republic of Estonia;
 5. not use the Vehicle off-road, for towing, for driving lessons, for transporting of goods, for the provision of service to third persons, for transport of animals (including pets) and as a motor sports vehicle;
 6. upon the termination of the Rental Session connect the Vehicle to a standard or quick charger and set the Vehicle charging, unless the charger is occupied; thereby, the Vehicle shall preferably be connected to a standard charger between 9.00 p.m. and 9.00 a.m. and to a quick charger between 9.00 a.m. and 9.00 p.m.;
 7. pay invoices for the Service and Penalties in a timely manner according to the accounting procedures provided in the Contract;
 8. follow the Credit Limit established for him/her by Elmo Rent. In the event of exceeding the Credit Limit, Elmo Rent shall have a right to limit or terminate the provision of Service to the Customer;
 9. if a single Rental Session exceeds 72 hours, renew the Rental Session before the termination of the current Rental Session;
 10. compensate all total losses caused to Elmo Rent by violation of the Contract in the extent not covered by the Insurance Provider. If under the Contract the risk of certain circumstances has been placed on the Customer, the Customer shall be responsible also if he/she was not guilty of the damage;
 11. If the Insurance Provider pays compensation to Elmo Rent for the loss for which the Customer is responsible under the present Contract, the compensation obligation of the Customer before Elmo Rent shall be reduced accordingly;
 12. inform Elmo Rent as soon as possible of the following circumstances:

1. a change in the name/business name, address, contact telephone or other requisite information of the Customer, providing the latest information;
 2. a change of contact person(s) or User(s) connected with the Contract;
 3. theft or loss of his/her (or a representative's) identity document;
 4. revealing of the password, e-service password or another password of communication between the Parties to a third person;
 5. loss or theft of Means of Authorisation in possession of the Customer;
 6. bankruptcy petition against him/her or a bankruptcy caution to him/her;
 7. termination, liquidation or initiation of compulsory liquidation proceedings of a Corporate Customer;
 8. circumstances that may hinder the duly fulfilment of the Contract or make it impossible;
13. to use only the passwords or other information necessary for authorisation issued by Elmo Rent or a Representative for the purpose while using the Service under the Contract;
 14. not to give the Means of Authorisation to third persons with a purpose to provide or mediate the Service. The Customer shall terminate the violation immediately upon the first request of Elmo Rent, compensate the loss caused to Elmo Rent by such activity and pay a Penalty to Elmo Rent in the amount provided in the list of Penalties. Elmo Rent has a right to submit a relevant claim for contractual penalty to the Customer within six (6) months from the day when Elmo Rent learned of the violation of the present Clause by the Customer;
 15. inform the Representative of problems with using of the Service, including technical problems with the Vehicle.
3. If the Customer informs Elmo Rent or the Representative of a change in the information provided in Clause 4.2.11 of the Contract, Elmo Rent shall enter the changes in the address, contact telephone or other legal requisite information provided in the application of the Customer into the database of Elmo Rent at the latest within five (5) working days from receiving the application.
 4. If the Customer has not informed Elmo Rent or a Representative in a format that can be reproduced in writing of changes in the contact information or other requisite information, the documents and information (invoices, claims of debt, etc.) sent according to the information entered into the database of Elmo Rent shall be considered as received by the Customer.

5. The Customer shall follow all applicable legislation, including:
 1. following of the Traffic Act;
 2. while using the Service, have a valid driving license of appropriate category, whereas the driving license may not be a restricted driving license;
 3. follow the valid the Parking Arrangement in the parking area;
 4. verify before each departure that the Vehicle is in appropriate shape and monitor it while driving (TR § 33, section 2, clause 2);
 5. the Customer shall pay traffic and parking penalties issued during the Rental Session, as well as fines for delay and other claims issued for violations related to using of the Vehicle in traffic. If Elmo Rent fulfils the above requirements on behalf of the Customer, Elmo Rent shall have a right to demand payment of the paid amounts by the Customer, as well as Penalty according to the list of Penalties. If a Customer gets a traffic or parking penalty during the Rental Session, he/she shall inform the Representative thereof at the end of the Rental Session. In the event of non-fulfilment of the informing obligation, Elmo Rent shall have a right to demand a Penalty from the Customer in the amount equal to the Penalty referred to in the present Clause.
6. The Customer shall ensure the order and technical state of the Vehicle, including the following:
 1. When beginning to use the Vehicle, inspect the state of the Vehicle, and if rubbish or other items not belonging to the Vehicle are found, as well as in the event of discovering damages to the Vehicle (including significant soiling, broken parts), immediately inform the Representative thereof. If the Customer does not report the above, the Customer shall be responsible for the damages to and untidiness of the Vehicle;
 2. return the Vehicle in the same technical state as it was at the beginning of the Rental Session;
 3. upon the termination of the Rental Session not leave personal items or rubbish in the Vehicle, and lock the doors;
 4. upon the termination of the Rental Session the Customer shall verify that the engine of the Vehicle is not running, the windows and doors of the Vehicle are closed and no third persons can access the Vehicle;
 5. not to smoke in the Vehicle.
7. If the Customer has not ensured the tidiness and technical state provided in Clause 4.6, the Customer shall:
 1. compensate the lost, broken or damaged parts of the Vehicle that the Insurance Provider has not indemnified under a voluntary insurance agreement or another insurance agreement;

2. pay for repairs of a broken tire in the amount stated in the pricelist per one broken tire, or if it is not possible to repair the tire, the purchase price of up to two new tires;
 3. if the interior of the Vehicle has been considerably soiled during the Rental Session, compensate the cost of cleaning and restoring the state thereof before the Rental Session, including dry cleaning.
8. Obligations of the Customer in the event of faults, damages, accident or losing possession of the Vehicle
1. The Customer shall immediately inform the Representative of faults and damages to the Vehicle occurring during the Rental Session and immediately stop using the Vehicle; thereby the Customer shall not leave the Vehicle before the Representative has explicitly given a relevant consent. In addition, the Customer shall submit a signed explanation to the Representative including his/her description of the events.
 2. The Customer shall immediately inform the Representative of damages to the Vehicle, accident, robbery, fraudulent conduct, theft or another circumstance jeopardising the Vehicle. Also, in the event provided in the present clause, the Customer shall immediately inform the police and/or rescue service, as applicable.
 3. A Customer involved in a traffic accident with the Vehicle shall after the accident follow all the terms of the Traffic Act governing traffic accidents.
 4. In the event of a traffic accident the Representative must be immediately summoned to the scene. In addition, the Customer shall also summon the police to the scene, to record the traffic accident, or duly fill the form "Teade liiklusõnnetusest" found in the glove compartment of the Vehicle. If the form "Teade liiklusõnnetusest" or a copy of the document drafted by the police on site is not submitted to Elmo Rent, the Customer shall fully compensate the loss caused to Elmo Rent.
9. Customer's liability
1. During the Rental Session, the Customer is responsible for the order of the Vehicle used for the provision of Service.
 2. During the Rental Session of the Customer, the Customer shall bear the risk of incidental destruction of the Vehicle or damaging of the Vehicle and equipment thereof, and shall compensate all the loss the Insurance Provider has not indemnified under a voluntary insurance agreement of the Vehicle or another insurance agreement.
 3. The Customer shall be responsible for the payment of claims related to violation of the Parking Arrangement or the Traffic

Act or another violation associated with driving of the Vehicle (traffic penalties, fines for delay, contractual penalties).

4. The Customer confirms that he/she is aware that the amount of deductibles in the event of causing damage to the Vehicle is the amount provided in the price list of Additional Service. In the event of a violation of the Contractual obligations, the named amount may also reach 100% of the cost of the Vehicle.
5. The Customer is responsible for using the Vehicle according to the Contract and timely payment of invoices submitted for the Service also if a third person uses the Means of Authorisation of the Customer.
6. During the Rental Session, the Customer shall also be responsible for maintenance and proper use of the regular charging cable and the traffic safety package provided in Clause 3.2 of the Service description placed in the Vehicle; in the event of damaging or losing the above items, the Customer shall compensate the relevant loss caused to Elmo Rent

5. Rights and obligations of Elmo Rent

1. Elmo Rent (including the rights of the Representative provided in Clauses 5.1.1, 5.1.6, 5.1.8, 5.1.10, 5.1.11) has the following rights:
 1. request the fulfilment of all obligations under the Contract from the Customer;
 2. unilaterally change the Service description provided in the Contract, informing the Customers thereof according to the procedures described in the Contract;
 3. unilaterally establish and change the price lists and terms of the Service and Additional Services, informing the Customers thereof through the Elmo Rent Home Page;
 4. provide single, short-term or periodic discounts to the Customer while providing the Service or organize consumer games and campaigns on terms established by Elmo Rent;
 5. unilaterally start and/or change the provision of Service and/or terminate the provision of Service, informing the Customer thereof through the Home Page; record and save the routes of Vehicles used for the provision of Services by GPS, so that the trips of the Vehicles could be electronically reproduced at least during one year from the date of the trip;
 6. change the Rental Points, informing the Customers thereof through the Elmo Rent Home Page;
 7. limit the provision of Service according to the procedures established in the Contract or legislation;
 8. cancel the Contract according to the procedures provided in the

Contract;

9. in the event of violation of the Contract process and transfer the information regarding the Customer's Contract and person to third persons for carrying out debt collection procedures, ensuring correspondence to legal provisions applicable to data processing;
 10. claim compensation for the costs related to debt collection from the Customer.
2. Rights of Elmo Rent upon conclusion of the Contract:
1. Elmo Rent shall have a right to request Prepayment upon conclusion of the Contract if it is considered necessary to ensure the fulfilment of payment obligation before Elmo Rent.
 2. Elmo Rent may refuse to conclude a Contract and unilaterally cancel the Contract if:
 1. the person does not submit information necessary for identification thereof or submission of notices thereto;
 2. the person provided untrue or incomplete information during conclusion of the Contract incl. if it is discovered that a Private Customer or User does not have a valid driving license of appropriate category;
 3. a natural person is below 18 years of age or has restricted active legal capacity and lacks the consent of a legal representative;
 4. bankruptcy proceedings are taking place against the person or a Corporate Customer is under liquidation.
 3. Elmo Rent or posts a notice in the relevant self-service environment regarding refusal from conclusion or cancellation of the Contract within 5 (five) working days from the discovery of the circumstances provided in Clause 5.2.2.
 4. Elmo Rent shall start the provision of Service generally on the same working day but at the latest within ten (10) working days from conclusion of the Contract, unless the Parties have agreed otherwise. If shortcomings, discrepancies or other hindering circumstances appear upon checking of the information provided by the Customer, Elmo Rent shall have a right to extend the term of opening the Service and request elimination of the shortcomings discovered, of which Elmo Rent or the Representative informs the Customer. Elmo Rent shall have a right to cancel the Contract if the Customer does not eliminate the shortcomings by the term provided.
 5. Elmo Rent shall either itself or through the Representative:
 1. fulfil the Contract;
 2. provide Service to Customers according to the terms of the Contract concluded and issue invoices to the Customer regularly through the Representative according to the terms of

the Contract. An invoice is submitted per every provision of Service on first chance (estimates 1 hours to 3 days);

3. provide information to the Customer regarding the Credit Limit established thereto by the E-Service, Customer Information and representation and/or on a Service invoice submitted to the Customer;
 4. upon a relevant request by the Customer, provide information through the Representative regarding the Service, general terms thereof and invoices issued;
 5. organize a 24-hour reception of maintenance and fault messages from the Customer through the Customer Information and ensure provision of information by the Representative to the Customer about instructions of use of the Service or an estimated term of elimination of a fault discovered;
 6. inform Customers of changes in Elmo Rent and the Representative contact information, the Service, the price list of the Service, the list of Penalties, the price list of Additional Services and the Service description through the Home Page;
 7. review written complaints by a Customer at the latest within 15 (fifteen) and other proposals and applications at the latest within 30 (thirty) calendar days from receiving thereof at Elmo Rent;
 8. keep in confidence information about the Customer learned by Elmo Rent and the Representative during the provision of Service, ensure the treatment of the information confidential by the Representative, and disclose it only upon relevant consent of the Customer, except if the obligation of publishing the information is based on legislation or a right to publish the information is based on the Contract;
 9. return the unused Prepayment amount paid by the Customer upon the cancellation or termination of the Contract.
6. Liability of Elmo Rent in the event of Vehicle fault
1. Elmo Rent shall not be responsible for the possible direct or indirect loss to the Customer due to a fault of the Vehicle, which has occurred before or during the Rental Session, and if a Rental Session is interrupted or delayed for the above reason.

6. Accounting procedures

1. Specific amounts of Elmo Rent fees and prices of Service Packages, as well as the amounts of Penalties payable to Elmo Rent in the event of violation of the Contract, as well as the prices of Additional Services are provided as inseparable parts of the Contract and available on the Home Page; the Parties shall rely on the price lists and the list of Penalties valid at the time of the provision of Service.

2. Service is provided to the Customer on principles of credit. The Customer has a right to use the Service within the Credit Limit. The Customer shall pay for the Service according to the price lists provided in Clause 6.1 and the invoice(s) submitted, unless the Parties agree otherwise. Elmo Rent has a right to request Prepayment from the Customer according to the terms of the Contract.
3. Elmo Rent has a right to provide the Customer with a different Credit Limit than the one on the Home Page, or provide the Service without financial limitations. Elmo Rent has a right to continue providing the Service upon exceeding the Credit Limit.
4. An invoice is submitted to the Customer, showing separately Service and Additional Services provided to each User Account and the cost thereof, and/or other Penalties and payments due. The payment term of an invoice is generally three (3) calendar days. The Representative shall send an invoice to the Customer to the e-mail address of the Customer provided in the Contract or another way agreed upon by the Parties.
5. An invoice is considered paid when the total invoice amount of money has been received by Elmo Rent.
6. A Customer has a right to conclude an e-invoice fixed payment contract with a bank for payment for the Service or use a credit card should technical devices enable that. The Customer shall ensure sufficient available funds on the account connected to the e-invoice fixed payment contract or a credit card.
7. The Customer is not exempted from the obligation to pay for the Service if he/she has not received the invoice issued. The Customer shall immediately inform the Representative if he/she has not received an invoice at the latest by the 5th day of the month following the provision of Service. The Customer can obtain information regarding the invoice amount from the E-Service of Elmo Rent.
8. Elmo Rent has a right to request a fine for delay with payment of invoices by the Customer. The fine for delay is calculated for each calendar day following the payment term in the amount of 0.15% per every delayed day. In the event of consumer credit arrangements, Elmo Rent relies on § 94 and 113 of the Law of Obligations Act regarding the collection of the fine for delay.
9. If a Customer disputes an invoice, providing a written claim regarding the invoice, Elmo Rent shall review the claim submitted within 15 (fifteen) calendar days. If an invoice is not paid on time, Elmo Rent shall have a right to limit the provision of Service.
10. If the Customer has made a Prepayment for the Service, it shall be balanced with the Service provided to the Customer during the following accounting periods.
11. Elmo Rent has a right to request Prepayment from a Customer during the Contract, if the Customer is not sufficiently creditworthy or has violated the Contract. If the Customer has duly paid all invoices

submitted within the subsequent six (6) months, Elmo Rent may waive the additional requirements of Prepayment.

12. Upon the termination of the Contract, based on a Customer's written application Elmo Rent shall return the Prepayment exceeding the amounts invoiced for the Services used by the Customer. Based on a written application of the Customer, Elmo Rent shall transfer the above amount to the bank account of the Customer at the latest within one (1) month from the termination of the Contract. Elmo Rent does not return the Prepayment received upon conclusion of the Contract under the below terms, if the person having concluded the Contract:
 1. knowingly submitted untrue, invalid information or counterfeit documents; or
 2. acted on behalf of another person without relevant authorisation.
13. Upon cancellation of the Contract, Elmo Rent issues a final settlement to the Customer at the latest within one (1) month from the written agreement of termination of the Contract. The final settlement shall be paid at the latest by the term provided on the invoice.

7. Restriction of the provision of Service

1. Restriction of the provision of Service may take place by initiative of the Customer or Elmo Rent. During the time of restriction of the provision of Service, Elmo Rent may continue the calculation of monthly fee for the Customer, if the Customer has selected a relevant Price Package.
2. The Customer shall have a right to apply for a restriction of the provision of Service for his/her User Account. Elmo Rent shall limit the provision of Service for a User Account from the working day following the date of receiving a relevant application, or from the date provided in the application if it is later than the working day described above. The application shall include the term of restriction of the provision of Service for the desired User Account.
3. In the event of theft of Means of Authorisation, a Customer shall immediately submit an application of Service restriction to the Representative. Until the restriction of the provision of Service, the Customer shall be responsible for payment for the Service provided and associated with his/her Means of Authorisation. In the event of the above circumstances, the Representative restricts the provision of Service to the desired number, under special circumstances also based on an oral notice of the Customer. In the event of receiving an oral notice, a Representative has a right to ask the Customer questions concerning restriction of the provision of Service based on the information of the database to check the identity of the Customer.
4. Elmo Rent may restrict the provision of Service to a Customer, if it is necessary for elimination of a Service fault, repair or maintenance of Vehicles or Charging Network, of which Elmo Rent previously informs Customers on the Home Page.
5. Elmo Rent may restrict the provision of Service to the Customer until

settlement of the circumstance(s) below, mainly if:

1. the cost of the Service provided to a Customer exceeds his/her Credit Limit;
 2. the Customer has delayed payment for the Service provided to him/her over 3 (three) calendar days;
 3. bankruptcy proceedings are in process against the Customer or liquidation or compulsory liquidation proceedings of a Corporate Customer have been initiated;
 4. the Customer has not informed Elmo Rent of a change in his/her mailing address or other contact information, as well as if the invoice(s) issued to the Customer are returned to Elmo Rent with a remark that the Customer is not located at the address provided, refuses to accept mail, etc.;
 5. by using the Service, the Customer has disturbed other Users of the Service, disturbed the operation of the Service and the functionality of the Charging Network and equipment connected therewith;
 6. it is discovered that the person having concluded the Contract lacked authorisation to conclude the Contract;
 7. the Customer has submitted incorrect information to Elmo Rent upon conclusion of the Contract or later;
 8. Elmo Rent has learned that the person is using Means of Authorisation acquired in an illegal way;
 9. Elmo Rent has discovered that a third person is using the service against the interests of the Customer;
 10. the restriction is based on legislation.
6. Elmo Rent may restrict the provision of Service to a Customer and refuse to provide the Service to the Customer on credit terms after the realization of a Prepayment made by the Customer if the Customer has previously been in debt to Elmo Rent based on the Contract concluded on his/her behalf, repeatedly delayed the payment of invoices, or there is a reason to doubt the solvency of the Customer.
 7. Upon elimination of the circumstances provided in Clause 7.4 or 7.5 of the Contract, Elmo Rent shall resume the provision of Service to the Customer within 2 (two) working days, unless the Contract has been terminated.

8. Cancellation and termination of the Contract

1. Termination of the Contract may take place by initiative of the Customer or Elmo Rent or by written agreement of the Parties.
2. The Customer has a right to cancel the Contract on terms provided therein. The Customer shall have a right to cancel the Contract at any time without a prior notice. To cancel the Contract, the Customer shall submit a relevant written application to Elmo Rent.
3. Upon the submission of an application to cancel the Contract, Elmo Rent shall stop the provision of Service to the Customer at the latest within

the working day following the submission of the application, unless the Parties agree otherwise.

4. Elmo Rent shall have a right to stop the provision of Service to the Customer, informing the Customer thereof in writing or through means of communication of the latter at least 1 (one) calendar month in advance.
5. Cancellation of the Contract does not exempt the Customer from the obligation of payment of the invoices issued for the Service used before the cancellation of the Contract.

9. Responsibility

1. In the event of wrongful violation of the Contract by Elmo Rent, the Customer has a right to request from Elmo Rent compensation of direct material loss caused to him/her by the violation. Elmo Rent is not responsible for any other loss the Customer may have, nor shall it compensate missed profit, costs connected with interrupted business activity or decrease in revenues, or other loss of similar nature.
2. A Party shall not be responsible for violation of an obligation under the Contract or the legislation, if the Party violated the obligation due to Force Majeure. Force Majeure is a circumstance not depending on the Parties that a Party could not influence and based on the principle of reason it could not be expected of him/her that he/she would consider the circumstance or prevent it, or overcome the consequence thereof at the time of conclusion of the Contract. If due to Force Majeure the capability of a Party to fulfil the contractual obligations is influenced only partially, the Party shall be responsible for the fulfilment of the obligations not hindered by Force Majeure.
3. The Customer is responsible for the material and immaterial loss caused to Elmo Rent as a result of using the Service.

10. Final terms

1. The Contract includes all Contract terms, and no earlier statements or agreements between the Parties not included in the Contract shall be regarded as parts of the Contract (merger clause).
2. A delay in exercising of a right or fulfilment of an obligation under the Contract does not constitute a waiver from such a right and obligation; no separate or partial exercising of a right shall exclude the exercising of the right in its other parts, or the exercising of another right and/or obligation.
3. Nullity of a single term of the Contract shall not exempt the Parties from the fulfilment of other terms of the Contract, or bring along nullity of the whole Contract or other terms of the Contract. Upon the discovery of nullity of a term, the Parties shall apply their best efforts to replace the term so that the replacement term fulfils the purpose of the invalid term to the greatest possible extent.
4. In matters not provided in the Contract and its annexes, the Parties shall rely on the valid legislation. In the event of a change in legislation, the

Contract shall be amended, if necessary, to ensure that the extent and scope of the obligations of the Parties remain as similar as possible. The same principle is applied when a provision of the general terms should appear to be invalid in the future.

5. Elmo Rent has a right to amend the Service description, Service price list, price list of Additional Services and the list of Penalties and amounts thereof established by the Contract. The amendments are communicated by the Elmo Rent Home Page or another reasonable way at least 15 (fifteen) days before they enter into force. The above notification term is not applied in the event of changes in the price lists of Penalties by which the Service price or Penalty amounts are decreased, or new Service Packages or Additional Services are added to the Service price list. Information regarding changes is available at the Home Page.
6. If the Customer does not agree with the amendment of terms provided in Clause 10.5, he/she has a right to cancel the Contract(s) within 15 (fifteen) days from the date of publishing the notice about the amendments. If within 15 (fifteen) days from the date of publishing the notice about the amendments the Customer does not cancel the Contract, it is considered that by default he/she has expressed consent to accept the relevant amendments and thus confirmed that he/she has no objections to the amendments. The terms provided in Clause 10.5 to the Contract become an inseparable part of the Contract and obligatory for the Parties from the date they enter into force.
7. Exchange of information between the Parties regarding the Contract takes place through the contact data provided to Elmo Rent by the Customer.
8. Differences of opinion and disputes arising from the fulfilment, amendment or termination of the Contract are preferably solved between the Parties by negotiation. The disputes arising from the Contract that the Parties cannot solve by agreement shall be solved in Harju County Court according to the legislation of the Republic of Estonia. The above does not eliminate the right of the Parties to submit an application under expedited procedure of payment order according to the jurisdiction established for the above procedure.
9. The Parties confirm that they have read the Contract and the inseparable annexes thereto and that all the terms are understandable and unambiguous.
10. Amendments to the Contract are valid only if they have been concluded in writing, except for the changes provided in Clause 10.5.
11. The Contract shall become valid upon signing by the Parties.