

Enterprise Rent-A-Car

Website Terms of Use

Last Updated: 01.12.2018

Please read these Terms of Use carefully which apply to your use of the Enterprise Rent-A-Car website.

1. Scope; Services Provided by Enterprise; Data Protection

1.1. This website is offered free of charge by LänsiAuto Rent Oy ("Enterprise") for the benefit of its affiliates and their licensees/franchisees operating the Enterprise Rent-A-Car System throughout the world.

1.2. The services provided by on this website are, among others:

- a) Providing the usability options of the site as per these Terms of Use;
- b) Providing information about available vehicles, pick-up locations, rental tariffs and current special offers for car rental in the countries where Enterprise and its affiliates or franchisees operate;
- c) Allowing customers to complete reservation requests for the rental of vehicles; and
- d) Allowing customers to complete prepaid bookings in some cases.

1.3. Enterprise plans to maintain the website permanently. Nevertheless, users cannot derive from this an entitlement to future use of the website. Should Enterprise plan to close the website, Enterprise will inform the user in advance by displaying relevant information on the website.

1.4. Enterprise reserves the right to change, expand, or reduce the content, structure and design of the website.

1.5. Enterprise in no way guarantees the availability of the website, neither temporally nor geographically. Enterprise may temporarily reduce the usability of the website, individual functions and the availability of the information if there are sufficient legal or technical reasons for this measure. Technical reasons in particular include, among others, maintenance work, updates to the underlying software, and maintaining the security or integrity of the website.

1.6. The gathering and use of personal data in conjunction with the use of the website is described in the Privacy Policy (www.enterprise.fi) which is available on the website.

2. Reservation Requests

2.1. This website is purely an information and reservation service. It does not provide the opportunity to enter into rental contracts. Rental contracts are exclusively entered into at branch locations of Enterprise and its affiliates and their respective franchisees. Addresses and contact details for branches are available on this website.

2.2. The website may provide the user with two reservation service options: 1) where available, prepaid booking: a binding reservation subject to the Pay Now Terms and Conditions; or 2) non-binding reservation requests. Except in case of a prepaid booking, either party may cancel any reservation requests, whether or not the reservation request has been confirmed, for any or no reason, in its sole discretion, and without liability to the other party.

3. User Account

3.1. The user does not need to register in order to make use of the website, the available information, and reservation requests or prepaid bookings.

4. User's Obligations and Consequences of Terms of Use Violations

4.1. The website and the underlying database may only be used in the manner intended by Enterprise. In particular, the information may only be viewed via Enterprise's websites using an Internet browser.

4.2. It is not permitted to

- a) send or make accessible any viruses or other malicious software;
- b) take measures that could negatively impact or damage the process or functionality of the Enterprise websites or other users' computer systems;
- c) circumvent or render ineffectual any functions (e.g. search forms) of the website or in any other way interfere with the Enterprise website;
- d) take measures that could result in overloading of the Enterprise websites' infrastructure;
- e) block, overwrite or modify content generated by Enterprise;
- f) use automatic functions (e.g. algorithms, machines) to search for vehicles or acquire vehicle rental quotes;
- g) gather or acquire by any other means, and store, information on other users without their consent, especially e-mail addresses; and
- h) gain unauthorized access to the networks.

4.3. If there is a reasonable suspicion of violations against the Terms of Use, against the law, or against the rights of third parties, Enterprise reserves the right to:

- issue a formal warning to the user;
- temporarily limit or block the user's access to the website;
- permanently block and delete the user's access.

5. Enterprise Intellectual Property

5.1. The content, structure and layout of this website, as well as the program code are owned by Enterprise. All intellectual property rights (e.g. trademark and copyrights, database rights) are owned by Enterprise Holdings, Inc. ("EHI"), an affiliate of Enterprise.

5.2. Individual contents of the website, in particular rental car offers and reservation requests may only be downloaded, printed or copied for the user's own non-commercial use.

5.3. Any use beyond this, especially editing, copying, disseminating or other public disclosure is not permitted without prior written consent from EHI, to be obtained from nicadmin@enterprise.com.

5.4. If you in believe that materials posted on the website violate your intellectual property rights, please contact EHI at Intellectual Property Manager, Intellectual Property Questions, 600 Corporate Park Drive, St. Louis, Missouri 63105 or nicadmin@enterprise.com. Please include: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other proprietary interest; (2) a description of the copyrighted work or other protected material that you claim has been infringed upon; (3) a description of where the material is located on the website; (4) your address, telephone number and e-mail address; (5) your statement that you have a good faith belief that the disputed use is not authorized by the copyright or other interest owner, its agent or the law; and (6) your statement, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright or other interest owner or are authorized to act on the owner's behalf.

5.5. Enterprise, Enterprise Rent-A-Car, the "e" logo, and WE'LL PICK YOU UP are included in the family of trademarks and service marks owned by EHI and its licensors (this is not an all-inclusive list of EHI's trademarks and service marks). Trademarks and service marks designated with the "®" symbol are registered with the U.S. Patent and Trademark Office and with numerous foreign countries. Other trademarks and service marks belonging to EHI may be designated with the "SM" or "TM" symbols. EHI trademarks and service marks may not be used in connection with any product or service without EHI's prior written permission. All other brands, trademarks and names not owned by EHI that appear on the website are the property of their respective owners, who may or not be affiliated with, connected to or endorsed by EHI.

6. Limitation of Liability

6.1. The website provides links to websites of companies affiliated with Enterprise and other third parties. Enterprise does not assume liability for the information provided under those links or for the nature, safety, or legality of the services provided there.

6.2. Enterprise does not assume liability for any advertisements and information provided by Enterprise partners and third parties.

6.3. Enterprise is liable for deliberate and grossly negligent acts.

6.4. Enterprise is liable for acts of simple negligence only in cases of harm to life, limb, or health, or in case of violations of material contractual obligations. In cases of violation of material contractual obligations, Enterprise's liability is limited to the anticipated damage typical for such contracts. A

material contractual obligation is an obligation the fulfilment of which is a prerequisite for the achievement of the purpose intended by entering into the contract, and the fulfilment of which the user can regularly expect.

6.5. Enterprise is not liable in cases of Force Majeure, especially not for non-fault disruptions within the cable network.

6.6. Enterprise is only liable for the loss of data inasmuch as prescribed by the above sections 6.3 and 6.4 if the loss of data could not have been avoided by appropriate security measures on the user's part.

6.7. The above limitations of liability also apply accordingly for Enterprise's legal representatives and agents.

7. Severability/Waive Clause

7.1. Should individual provisions of these Terms of Use be invalid or become invalid, this does not affect the validity of the remaining provisions. Enterprise's failure to enforce any provision of this Terms of Use does not constitute a waiver of that or any other provision.

8. Applicable Law

8.1. If you are accessing a website with a domain in your country of residence, the law of the country of your residence governs these Terms of Use. Otherwise, the laws of England and Wales govern these Terms of Use. The UN Convention on the International Sale of Goods is excluded.

8.2. If you have any questions about these Terms of Use, please contact us at nicadmin@enterprise.com.

8.3. The European Commission's online dispute resolution platform can be accessed here: <http://ec.europa.eu/consumers/odr/>. Enterprise does not participate in the alternative dispute resolution procedure.