

These Terms and Conditions of Car Rental Services (herein referred to as the “**T&C’s**”) are an inseparable part of the Rental Agreement (herein referred to as the “**RA**”) stated on the front page, and are compliant with Section No. 2321 and the following Act No. 89/2012 Coll., of the Civil Code (herein referred to as the “**CC**”), between SPEED LEASE a.s., registered seat Prague 1, Benediktská 690/7, CZ-110 00, Company ID No.: 629 12 691, registered at the Commercial Register maintained by the Municipal Court in Prague, Section B, entry 13469 (herein referred to as “**Lessor**”) and the renter identified in the RA (herein referred to as “**Renter**”). A vehicle specified in the RA is rented to the Renter for temporary use based on a concluded RA (herein referred to as “**vehicle**”).

## 1. Reservation and Rental Agreement

**1.1.** In such a case where the Renter reserves a vehicle at the Lessor and fails to show up in compliance with the made reservation of the vehicle (herein referred to as “**Reservation**”) or the RA, the Renter shall pay the Lessor a contractual fine of CZK 500, ev. corresponding to the total rental cost including any fees/surcharges, for services agreed upon in the Reservation or RA, for 1 calendar day, for each day the vehicle has not been picked up.

**1.2.** The Renter has the right to cancel the obligation arising from the Reservation or the RA by paying a sum corresponding to the total rental cost including any fees/surcharges of min. CZK 500, ev. fee represents services agreed upon in the Reservation or RA, for 1 calendar day to the Lessor, if the cancellation is made within 24 hours before the beginning of the intended rental of the vehicle indicated in the RA (i.e. CANCELLATION FEE).

**1.3.** By making his/her Reservation, the Renter agrees to be charged the NO SHOW FEE or CANCELLATION fee to the debit of his/her payment/credit card indicated in the Reservation, or with these fees being invoiced to him/her.

**1.4.** The RA is concluded for a fixed period, beginning on the day of its signing. The RA may be terminated (i) by a written agreement of the Lessor and Renter, (ii) by expiry of the agreed rental period, (iii) by a written cancellation of the Lessor, (iv) by a written cancellation of the Renter. After the termination of the RA, the Renter is obliged to return the vehicle to an authorized

employee of the Lessor on the day and time indicated in the RA, at latest. In a case where the vehicle becomes permanently unroadworthy, the RA shall be terminated upon receiving confirmation from an insurance company or a court expert regarding the extent of damage; in a case of car theft, the RA expires upon receiving confirmation from an insurance company or a court expert regarding an approved claim for insurance payment. The Renter is responsible for any damage to the vehicle until such time the vehicle is returned and accepted by the Lessor.

**1.5.** The agreed rental period can be extended only on the basis of a written request by the Renter delivered to the Lessor by the last day of the RA’s validity. For the purpose of the RA, one day of rental period is defined as 24 hours. The request for extension of RA can be made by the Renter as a letter, a fax message or an e-mail message, whereas the request must always contain an indication until when the extension is requested, including a specific date, whereas the rental is extended under the same conditions agreed upon in the RA, providing the Lessor confirms the extension via the same communication method as used by the Renter. If the RA is not extended, the Renter returning the vehicle later than within the time agreed upon in the RA is considered as its substantial violation. In case of a delayed return of the vehicle by the Renter to the Lessor, the Renter shall pay the rental fee including any other fees, agreed upon in the RA, in their full amount, as if the rent had carried on and that including all other fees, whereas for the violation of this obligation, he/she is obliged to pay a contractual fine of CZK 10,000 to the Lessor.

**1.6.** If the Parties do not agree otherwise, the Renter loses his/her right to restricted responsibility under the agreed conditions and extent of CDW, SUPER/ TOP COVER CDW, TP, GT, G, T and PAI and any other applicable forms of restricted responsibility provided by the Lessor for a fee (see article 7 of these T&C’s). In case of loss, damage or theft of the vehicle, the Renter shall continue paying the rental fee, including any other fees, until such loss, damage or theft of the vehicle has been reported to the Lessor, or until the Lessor has demonstrably learned about such loss, damage or theft of the vehicle in another way, respectively until the day when Police stated

the car status as theft or when Police stop the investigation process.

## **2. Vehicle Pick Up**

**2.1.** The Lessor is obliged to provide the Renter with a vehicle in good technical condition, with all necessary documentation necessary for operation and at the time and place agreed upon in the Reservation or the RA. The vehicles are non-smoker and polluting the vehicle with smoke shall be charged in compliance with the current tariff of the Lessor, at least EUR 50. Any potential damage (defects, deficiencies, scratches etc.) of the vehicle, or any other objections, shall be claimed by the Renter before accepting the vehicle and shall be recorded in RA, or in the Driver's set damage list, or in the acceptance log, or in the check-out list when accepting the vehicle / check-in list when returning the vehicle (herein referred to as "**AL**"). The Renter shall confirm his/her acceptance of the vehicle by signing the RA or the AL, if handover is done later on. The Renter is responsible for any damage to the vehicle not indicated in RA or AL. The Lessor is entitled to claim compensation for any such damage to the vehicle. Navigation systems in the Czech Republic are provided with a map of the Czech Republic.

## **3. Conditions for Vehicle Use**

**3.1.** The vehicle may be used and driven only by persons indicated in RA. The Renter shall use the vehicle exclusively for its intended use on roads, his/her personal purposes and shall adhere to all traffic, customs, as well as other legal regulations as well as to the vehicle manufacturer's instructions for use.

**3.2.** If an alternatively powered (e.g. natural gas or electric drive) vehicle is rented, the Renter confirms by signing the RA that he/she has become familiar with operating such vehicle, with handling the filling or charging equipment and with the instructions on parking/garaging such vehicle.

**3.3.** The Renter is obliged to protect the vehicle from damage and to abide to the operating instructions stipulated in the manufacturer's instruction manual, as well as to the instructions of the Lessor, failing to do so shall make the Renter responsible for all damages caused by not adhering to any such instructions or conditions. The Renter is obliged to protect the vehicle against theft, misuse or damage. In particular, the

Renter shall not leave the keys and vehicle documents in a parked vehicle and shall lock the vehicle when parked. The Renter is obliged to immediately inform the Lessor about a required service inspection, or to ensure such inspection is undertaken via the Lessor.

**3.4.** The Renter may not let the vehicle be used by other persons than those indicated in the RA, take part in races, competitions or similar events with the vehicle, use the vehicle to transfer persons or property against payment, use the vehicle to push or tow cars, trailers or other items, subject the vehicle to changes and modifications without the Lessor's prior written approval, not even if to the Renter's own expense. In case of breach of this obligation, the Lessor is entitled to request the Renter to remove any made changes or modifications, without delay. If the made changes or modifications cannot be removed, the Renter is obliged to reimburse the Lessor for the sustained damage and expenses for returning the vehicle to its original state. The Renter is not entitled to use the vehicle to travel to countries indicated in the RA, if not arranged otherwise in the RA. Using the vehicle to travel to countries forbidden in the RA will oblige the Renter to pay (beside the One Way Fee) a contractual fine to the Lessor in the amount of CZK 1,000 for each such infraction.

**3.5.** The Renter may not drive the vehicle under the influence of alcohol, narcotics, medication or other substances, which can impact perception or the ability to react, nor let the vehicle to be driven by such person. Renter is not authorized to use the car radio installed in the vehicle to listen to radio stations; the Renter is authorized to use it only to listen to audio recordings from it's own data carrier.

**3.6.** The Lessor is entitled to request access to the vehicle in order to verify that it is being used by the Renter in an appropriate way. The Renter is obliged to make the vehicle accessible for such inspection.

**3.7.** The breach of any of the obligations stipulated in point 3 of these T&C's is deemed as a substantial infraction of the RA and the Renter is fully responsible for the vehicle and fully liable for all damage sustained by the car, regardless of the arranged coinsurance and accordingly is the Renter obliged to pay a penalty of CZK 50,000.

**3.8.** In case the Renter uses the vehicle abroad, he/she shall, at his/her own expense, obtain any

applicable permits to use the vehicle abroad, and observe the applicable legal regulations of the country, in which the vehicle is operated. The Renter is responsible towards the Lessor also for any damage caused by non-observance or violation of this obligation, and, in case the vehicle is retained or requisitioned abroad, the Renter shall undertake all actions required for releasing the vehicle, and to pay the agreed rental fees for such period. In such a case, the rental period shall not expire, until the vehicle is returned to the Lessor. The Renter shall pay any damage and costs incurred by the Lessor in connection with retaining or requisitioning of the vehicle as well as towing and parking abroad and its return to the Czech Republic.

**3.9.** In case when on the vehicle is any damage, which can be especially but not only total damage, lost and partial damage of the vehicle or its parts, not covered by the insurance or contracted coverage, as well as when damage is a result of a collision between the vehicle used by the Renter and another vehicle of the Lessor in direct relation to settlement of insured accident when an insurance company refuses or reduces payment of insurance payment, the Renter is obliged to pay such the cost and damage value to the Lessor. When Renter proves that the Lessor is guilty for it, the Renter is not obliged for such value. If the Renter doesn't prove the Lessor's responsibility for such damage, Renter is responsible for such damage from the objective perspective, i.e. without the influence of its influence. If the damage on the vehicle is higher than CZK 100,000, the Renter is obliged to pay to the Lessor the flat fee to cover the loss of vehicle value: must pay 20% of the repair costs if the vehicle is repaired or 20% of the wreck value in case of total damage.

#### **4. Returning the Vehicle**

**4.1.** The Renter shall return the vehicle to the Lessor with all accessories and documents especially with hubcaps, power cable of electric vehicle and the navigation CD (if rented by the Renter - "CD NAVI returned" shall be indicated in RA or AL), at the time and place indicated in RA, and in a condition in which he/she accepted it, with regards to usual wear.

**4.2.** Should all of the accessories not be returned together with the vehicle, the Lessor is allowed to request financial compensation

adequate to the price of new accessories as well as a contractual fine of CZK 1,000 for every breach of Article 4.2 of these T&C's.

**4.3.** The Renter shall return the vehicle with a full fuel tank, or, as the case may be, full fuel tanks in case of alternatively powered vehicles, if he/she has not paid the Prepaid Petrol Fee, or if he/she has not paid the Fuel Run Out service after returning the vehicle. In case the Renter interrupt the condition mentioned in above sentence, is the Renter obliged to pay penalty of price per 1 liter of fuel multiply the quantity of missing fuel in the tank (Service Fueling) plus service fee CZK 300 (Fueling). If the Renter also received a fuel card from the Lessor, Lessor is obliged as commissionaire on the own name to arrange the purchase of fuel for the Renter on behalf of Renter's account as commitment; and in compliance with the agreements, which the Lessor made or will make with the fuel card suppliers. The Renter is obliged to pay the remuneration to the Lessor. The remuneration is included in the monthly rental fee. The fuel ownership taken by such fuel cards are connected directly to the Renter. The Renter is obliged to pay all cost for used goods and service, espec. all expenses for taken fuel, which the Lessor paid to fuel card supplier for such Renter's expenses - the price for all filled fuel and/or the price for other goods purchased in this way shall be charged to the Renter subsequently at any time the Lessor identifies such use of the fuel card.

**4.4.** In case of loss or theft of the fuel card, the Renter is obliged to notify the Lessor in writing. Before notifying and blocking the card in accordance to card issuer policies, the Renter is responsible for any transactions made using this card and shall pay the Lessor a blocking fee (See Price list of Non-standard Actions). A similar procedure applies also in case the Renter does not return the card together with the vehicle (i.e. blocking, fee and responsibility for all transactions until card is blocked).

**4.5.** The vehicle shall be handed over to an appointed Lessor's employee or to a third party appointed by the Lessor. The Renter is responsible for the vehicle to such time until the Lessor has physically accepted it and confirmed this fact by signing the RA or AL; from this moment on, the vehicle is considered duly returned.

**4.6.** Before accepting the vehicle, the Lessor or a third party appointed by the Lessor shall check the condition of the vehicle and record the identified condition in the RA or AL (in particular, any damage not indicated in the RA or AL at pick up by Renter). The Renter is obliged to sign the RA or AL, otherwise the Lessor shall not provide him/her with a confirmation on returning the vehicle (copy of the RA or AL).

**4.7.** Refusing to sign the RA or AL shall not relieve the Renter from the responsibility for any identified damage to the vehicle, whereas the Renter is obliged to reimburse such damage and to pay an administrative fee, to cover the non-standard administrative operations, amounting to CZK 10,000. The Lessor is entitled to compensation for any hidden damage to the vehicle (e.g. damaged chassis, incorrect fuel, motor damage) that could not have been discovered during inspecting the vehicle condition, i.e. such damages not entered in the RA and AL when returning the vehicle by the Renter.

**4.8.** In case the Renter returns the vehicle in a dirty condition or in the non-well lightened place, not allowing an appropriate check of overall vehicle's condition, this fact is recorded in the RA or AL, and, in such case, the Lessor is entitled to be compensated for any damage to the vehicle, which is identified after the vehicle has been washed or car is possible better to observe, i.e. also such damage, which is not indicated in the RA and AL upon returning the vehicle by the Renter, including the cost of washing.

**4.9.** The obligation to pay the rental fee incl. all additional fees arranged in the RA, as well as the responsibility for any damage to, loss of, destruction of or theft of the vehicle, remains with the Renter, until the Lessor has resumed its full control.

**4.10.** When the vehicle is to be returned without the presence of a Lessor's employee (e.g. hotel reception desk, key box) – only if agreed with the Lessor in advance, the Renter shall inform the Lessor on this fact without delay. Otherwise the Renter shall pay the rental fee, including all additional fees as arranged in the RA, until the Lessor has been demonstrably informed about such return of the vehicle. The Renter is responsible for any damage to the vehicle until such time when the Lessor collects the vehicle.

## 5. Rental Fee and Charges

**5.1.** The Renter undertakes to pay the rental fee and all additional charges associated with the use of the vehicle, including compensation for damage, in a proper and timely manner. In case of a rental agreed for a period longer than 1 month, charging and invoicing shall be done continuously, ordinarily after every 28 days of rental.

**5.2.** The advanced payment / guarantee / deposit (herein referred to as **deposit**) that the Renter is obliged to deposit with the Lessor upon signature of the RA in order to secure the Lessor's claim, after the Renter fulfills all obligations, it shall be cleared after return of the vehicle. Paying the deposit does not affect the obligation of the Renter to pay rent. The required deposit amount is entered in the RA, and include at least rental amount, responsibility for damages, expected administration costs, costs for fuel; espec. coverage of the damages on returned car, unfulfilled tank or for the costs sourced by the traffic fine. Exact amount of the deposit depends from the car value, (more in Rental Information).

**5.3.** The Lessor is entitled to offset all the Lessor's financial claims in respect of the Renter implied by the concluded the RA, or, as the case may be, by other agreements between the Renter and the Lessor. The Renter is obliged to pay the Lessor also any fees, which are indicated in the Rental Information and in the Price List of Non-standard Actions (its current version is published at [www.sixt.cz](http://www.sixt.cz)).

**5.4.** By signing the RA, the Renter agrees to be charged the rental fee including the price for insurance, the price for the Missing Fuel Replenishment / Servicing After Return services, the amounts used from the fuel card, the compensation for any damage to the vehicle, the coinsurance in case of damage to the vehicle or parking costs or any other fees or costs associated to the rental of the vehicle, to the debit of the payment/credit card indicated in the RA, without previous notice

**5.5.** The Renter agrees that the Lessor can one-sidedly increase the rent rate, if new costs arise for the Lessor or current costs increase, in particular the insurance fees, road tax, radio or TV use fees and other charges, taxes, fees and similar. In case of delay with the payment of the rental fee and additional charges associated with the use of the vehicle, including compensation for damage, the Renter shall pay to the Lessor a late payment interest as stipulated by the above-

mentioned regulation. Besides late payment interest, the Lessor is entitled to demand damage reimbursement for late payment of rent, in compliance with Section 1971 of the CC.

**5.6.** In case the Renter does not pay any of the outstanding amounts even within a provided grace period defined in the reminder notice related to the outstanding invoice (charged at CZK 100 - refer to Price List of Non-standard Actions), the Lessor shall immediately initiate a legal enforcement of the amount or mediate enforcement through a collection agency.

**5.7.** In a case where the Lessor justifiably used the deposit as described in Article 5.3. of these T&C's, the Renter is obliged to repay the deposit with the missing amount within 10 days after he/she has been informed by the Lessor that such amount of the deposit has been used by the Lessor.

## **6. Repairs and Maintenance**

**6.1.** The Lessor shall provide or have provided, at the Lessor's expense, common repairs and maintenance of the vehicle, as well as regular inspections of the vehicle. The Renter shall allow for providing repairs, maintenance and inspections of the vehicle and tolerate restrictions in the use of the vehicle in the extent necessary for their providing. The Renter shall, if not otherwise agreed with the Lessor, to contact the Lessor's subsidiary, from which he/she has picked-up the vehicle, and, together with such subsidiary, provide for exchange of tires in case of transition between periods of the year (usually March and November). Such exchange is made at the expense of the Lessor. However, the Renter is not entitled to compensation of his/her expenses associated with the exchange of tires (e.g. time, fuel etc.).

**6.2.** The Renter is entitled to be provided by the Lessor with another vehicle of an equal or lower class for the time need for such repair or maintenance. The costs associated with the repair shall be borne by the Lessor, with the exception of cases, when the need for repair was caused as a result of inappropriate use of the vehicle or of the use of the vehicle in contradiction with the usual way of using a vehicle, or of a violation of the provisions of the RA by the Renter or by persons, whom the Renter allowed access to the vehicle. In such cases, the costs of repair shall be fully born by the Renter, and the Renter shall be fully

responsible for any damage caused to the Lessor as a consequence of such behavior.

**6.3.** The Renter is obliged to notify the Lessor, without unnecessary delay, of any defects demonstrated on the vehicle during its use and requiring a repair. In case the Renter does not meet this obligation without unnecessary delay, the Renter shall be responsible to the Lessor for any damage caused by such action and shall lose all rights, which would otherwise belong to him/her as a result of impossibility or restricted possibilities of using the vehicle. The Renter can use its right to admit the price for car repair for the all period between the day when the damage happened until the day when damage is charged (usually 48 hours from car return).

## **7. Responsibility for Damage (CDW, TP, GT), Personal Accident Insurance (PAI)**

**7.1.** For persons authorized to drive a vehicle, the Lessor provides an insurance coverage in the extent and under the conditions of the compulsory insurance of responsibility for damage caused by using a motor vehicle. The Renter is fully responsible towards the Lessor for any damage caused on the vehicle or damage associated with the use of the vehicle, until the Lessor collects the vehicle from the Renter.

**7.2.** In case of damage caused by the Renter, the Lessor is entitled to charge the Renter, for comprehensive services regarding administrative tasks needed for processing the insurance claim, a fee of CZK 1,500 (Damage Administration Fee).

**7.3.** The Lessor can also require from the Renter a compensation for lost profit, i.e. a compensation for lost rental fees in an amount corresponding to the agreed rental fee, if the Renter returns the vehicle damaged or without documents and accessories, or if the Renter does not duly return the vehicle at all, etc., until the day, on which the Lessor can rent the vehicle in an appropriate condition to another renter (i.e. for example during the repair of the vehicle). Lost rental fees also include the loss of value of the vehicle, loss of profit of an unusable vehicle and other secondary costs connected with the removal of damage, towing or fuel costs for transporting the vehicle from and to a garage.

**7.4.** Damages caused to the vehicle not covered by the agreed insurance policy shall be charged by the Lessor to the Renter on the basis of the damage price overview (its current version

published at [www.sixt.cz](http://www.sixt.cz)), or on the basis of a price calculation by a particular repair shop. Compensation for such damages is due together with the rental fee and additional charges or shall be charged to the debit of Renter's payment/credit card indicated in the RA (see Article 5 of these T&C's).

**7.5.** However, the Renter's responsibility for damage caused on the vehicle can be restricted up to the amount agreed upon in insurance coverage in the RA (ordinarily 10% of the vehicle's value, min. CZK 10,000 per an insurance event) depending on the category of the vehicle, as follows:

- a) for damage caused by damaging the vehicle or its part or accessories, except for the consequences of theft, attempted theft, or vandalism (CDW),
- b) for damage caused by loss or theft of the vehicle or its part or by its damaging as a consequence of theft, attempted theft, or vandalism (TP),

provided that the Renter confirms with his/her signature the RA and accepts the CDW and TP terms and pays the fee according to the applicable price list.

**7.6.** The limited liability of the Renter as stipulated in Article 7.5. of these T&C's applies to every separate insurance event, i.e. each vehicle damage that results in an insurance event. However, the Renter's responsibility cannot be restricted should such damage, accident, loss or theft of the vehicle be a consequence of non-observance of the RA, the T&C's, legal regulations or the terms of insurance coverage (disregarding whether damage occurred intentionally or by omission). If limited liability of the Renter regarding damages described in Article 7.5. of these T&C's is not arranged in the RA, then the Renter is liable for the full extent of damage to the vehicle.

**7.7.** On the basis of payment of an additional fee and signing the personal accident insurance clause (PAI) in the RA, the Lessor shall provide to the Renter insurance of persons travelling in the rented vehicle, in compliance with the conditions set forth by the particular provider of insurance.

**7.8.** Fines applied to the Renter for traffic and parking offences committed with the rented vehicle, damages caused by loss of documents, keys or vehicle tools, including costs, which had to be incurred in order to rectify such damages, shall

be always born by the Renter, disregarding the agreed insurance coverage. The Renter shall be charged with any fine or other sanction, as well as any other amounts the Lessor will be forced to pay as the operator of the rented vehicle for offences or other misdemeanors during the valid period of the RA regarding the respective vehicle (herein referred to as "**Sanction**"), whereas the Lessor is entitled to request a fine amounting to CZK 550 as a fee for needed administrative tasks (also known as PENALTY or FINE FEE).

**7.9.** The Renter is obliged to undertake all possible action in order to without delay free the Lessor from any obligation or responsibility to settle the Sanction. For this purpose, the Lessor is entitled to charge the Sanction together with the FINE FEE to the debit/credit card of the Renter and is further entitled to immediately deduct the amount corresponding to the SANCTION and FINE FEE from such debit/credit card. The obligation of the Lessor to issue a corresponding document is not affected herewith.

**7.10.** In case the Renter pays, together with the charges for CDW and TP, also the charge for SUPER/TOP COVER CDW, he/she obtains a preferential insurance coverage of damages. SUPER/TOP COVER CDW applies to: damage to the vehicle, loss of hubcaps, caused accident; it does not apply to: loss of spare wheel and obligatory equipment, loss of documents, keys, user manual, Driver set or the use of the incorrect type of fuel and related vehicle towing, and damaged tires, hubcaps and wheels. A prerequisite for claiming preferential insurance coverage is presenting a police report and the fact that the Renter has not violated any of the obligations implied for him/her by the RA, the T&C's, legal regulations or the terms of insurance coverage. By concluding RA and paying the charges for CDW and TP, the Renter is not automatically entitled to be provided the SUPER/TOP COVER CDW service. The decision on providing these services shall be always decided by the Lessor in respect to each individual Renter or each individual RA; the Lessor is not obliged to give any grounds for not providing this service. No insurance coverage may be arranged or cancelled after the beginning of the rental period.

## **8. Accidents, Damage and Theft of Vehicle**

**8.1.** In case of traffic an accident, damage or theft of the vehicle or its part, injury or death of persons (whether caused by the Renter or not), the Renter shall call the police and ask for the investigation of the accident and present the investigation or its result to the Renter as an official report. This Renter's obligation does not apply to damaged tires.

**8.2.** In case of any event of damage, the Renter shall fill out complete information required in the "Accident Log" form received together with the vehicle documents. A non-functional vehicle must be secured against additional damage or theft. The Renter shall, immediately, or, at the latest, within 24 hours, notify the Lessor of any event of damage related to the vehicle, injury or death of persons as a consequence of the event of damage, the place, where the vehicle is located, and make sure that all documents, keys and other documentation related to the vehicle and to the event of damage, including a completed "Accident Log" form and the police record/report, are presented to the Lessor as soon as possible. In case the indicated documentation is not presented, the right for insurance coverage becomes inapplicable.

**8.3.** The Renter shall provide to the police, the Lessor and Lessor's insurance company any required assistance and cooperation needed for a complete investigation of the event of damage and for its processing and, as the case may be, for the associated legal proceedings. Provisions in Article 7 of these T&C's on the right to charge the Renter with a Damage Administration Fee amounting to CZK 1,500 shall be applied similarly.

## **9. Personal Data Processing**

**9.1.** The Renter, if it is a legal entity or an individual – entrepreneur acting in the course of his/her entrepreneurship, hereby declares that it/he/she is aware that if during conclusion of the RA or during fulfillment of the rights and obligations arising from the RA, processing of personal data of individuals occurs, including personal data of employees or members of the body of the Renter, the Renter is in a position of controller of personal data of such individuals and the Lessor is in a position of processor of personal data of such individuals. In such a case, the Renter is obligated to conclude with the Lessor an agreement on the processing of personal data (herein referred to as "**Agreement on Processing**

**of Personal Data**") within the sense of Article 28 par. 3 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which repealed Directive 95/46/EC (General Data Protection Regulation) and which became effective as of 25 May 2018 (herein referred to as the "**GDPR**"). For conclusion of the Agreement on Processing of Personal Data, the Renter may use a template of such Agreement on Processing of Personal Data, which can be provided on the basis of a written request sent to the e-mail address: dataprotection@sixt.cz, or in writing by mail delivered to the address: SPEED LEASE a.s., Lighthouse Towers, Jankovcova 2c 170 00 Prague 7 – Holešovice, Czech Republic, in both cases marked as "Data Protection".

**9.2.** If the Renter is a legal entity or an individual – entrepreneur acting in the course of his/her entrepreneurship, and in relation with fulfillment of the RA it/he/she is using the service of tracking position of the vehicles "SixtMonitor" or other service, the functionality of which is tracking the position of the vehicle (for example, the electronic book of journeys), the Renter hereby declares that it/he/she is aware that during use of the service "SixtMonitor" and/or other service, the condition of which functionality is tracking the position of the vehicle and/or service which is technically connected to such services processing of personal data will occur of individuals, including personal data of employees or members of the body of the Renter, and that the Renter is obligated to acquire an explicit consent of such individuals with the processing of their personal data, consisting in tracking position of the vehicles of the Lessor, which such individuals may use. By this statement of the Renter, no rights or obligations arising for the Renter from the GDPR regulation or other legislation are transferred to the Lessor.

**9.3.** The Lessor hereby declares that, as a processor of personal data, it processes personal data of Renters – individuals fully in accordance with the regulation GDPR and has adopted all necessary technical and organizational measures for the purposes of data protection in accordance with the GDPR's requirements. The Lessor processes the personal data of Renters – individuals and also the personal data acquired by

the Lessor based on and/or in relation with fulfillment of statutory obligations, and/or in relation with the RA and/or based on the express consent of the Renter – individual. The purpose for such processing of personal data of the Renter – individual is to enable fulfillment of the RA, compliance of the Lessor with the obligations stipulated by binding legislation, and assessment, enforcement or defense of legal claims of the Lessor or any other legitimate interest of the Lessor - all of which is always in compliance with the obligations and rights arising for the Lessor from the GDPR regulation. More information about personal data processing, including a template of Consent with personal data processing may be found by the Renter on the internet address: <https://www.sixt.cz/gdpr.html>. This information does not replace the consent of the Renter – individual with personal data processing. The consent with personal data processing shall be provided by the Renter – individual separately by the means of the written form available at branches of the Lessor and/or by means of “clicking” an electronic consent available in the electronic applications of the Lessor or on the internet addresses of the Lessor, especially [www.sixt.cz](http://www.sixt.cz), [www.sixtleasing.cz](http://www.sixtleasing.cz), together with conclusion of the RA, at the latest. If the Renter – individual does not provide his/her consent or has any questions or queries related to the processing of the personal data by the Lessor, the Renter – individual may contact the Lessor by the means of the e-mail address: [dataprotection@sixt.cz](mailto:dataprotection@sixt.cz), or in writing by mail delivered to the address: SPEED LEASE a.s., Lighthouse Towers, Jankovcova 2c 170 00 Prague 7 – Holešovice, Czech Republic, by delivery marked as “Data Protection”.

## 10. Miscellaneous

**10.1.** The Renter declares to comply with all requirements defined by legal regulations for driving motor vehicles (valid driver’s license, driving permit in case of Renter’s age exceeding 60 years etc.) and declares to own a driver’s license for a period longer than 2 years. The Lessor is responsible towards the Renter or towards third parties only for losses and damages, caused to them as a direct consequence of the vehicle rental or of its use, when caused by the fault of the Lessor or by the Lessor’s negligence. Any such losses or damages shall be reported to the Lessor within 24 hours from their occurrence.

**10.2.** The Renter shall notify the Lessor of any change of his/her domicile or any other change that could have impact on compliance with his/her obligations.

**10.3.** The Renter takes into account that in a case of failing to return the vehicle to the Lessor in the agreed upon time and location, the Lessor will report such failure to the police as the vehicle being lost or stolen or press charges at a court of law; the Renter is solely responsible of the necessity of such actions.

**10.4.** Besides the contractual fines stipulated in these T&C's, the Lessor is entitled to request reimbursement of losses, from the Renter, which have been caused by breaching the obligations of this agreement and sanctioned by a contractual fine, whereas the application of Section 2050 of the CC is not possible for this case.

**10.5.** If the Renter uses the vehicle in contradiction with RA, the T&C's or in a way causing damage to the Lessor or which can cause damage to the Lessor, this is considered a substantial violation of the RA. In cases of substantial RA violation, the Lessor is entitled to terminate the RA, the notice shall enter into force upon its delivery to the Renter.

**10.6.** The Lessor can terminate the RA also in cases where the Renter does not pay the rental fees in agreed amounts and on agreed dates. In such case the termination of the Agreement enters into force upon its delivery to the Renter.

**10.7.** In matters which are not expressly covered by the RA or the T&C's, the rental relationship is governed by applicable provisions of legal regulations of the Czech Republic; deciding of potential disputes is governed by the courts of the Czech Republic or by the ČOI (Czech Business Inspection Office), subject to the applicable process rules defined by the legislation of the Czech Republic; the Lessor’s jurisdiction is decisive; the decisive wording of RA and the Conditions is in the Czech language. The Renter can use for communication with the Lessor the dpt. of customer care: [customerservice@sixt.cz](mailto:customerservice@sixt.cz) In case if unsatisfaction with the customer care dpt., is this dpt. obliged to give to the Renter all contact details to the responsible manager.

**10.8.** The Renter agrees to have his/her e-mail address used by the Lessor for newsletters and marketing offers of the Lessor. The Renter accept the cars are equipped by the monitoring and communication safety units. The Renter declares



that all data provided by him/her is true and that he/she agrees with no objections with the T&C's, RA and price. The currently applicable wording of the Rental Information and the T&C's is also published at [www.sixt.cz](http://www.sixt.cz). The Lessor is entitled to one-sidedly amended the T&C's, whereas such amendment shall not affect already concluded RAs.