GENERAL TERMS AND CONDITIONS OF SHORT-TERM RENTAL
Effective from 19.06.2026

These General Terms and Conditions (hereinafter **"General Terms"**) are entered into by the vehicle lessor Mobire Eesti AS (registry code 10814092, registered address: Mäealuse tn 2/3, 12618 Tallinn, hereinafter **"Lessor"**) and a lessee who may be a natural or legal person (hereinafter "**Lessee**"), and apply to: (1) becoming a Lessee upon conclusion of a principal agreement (hereinafter **"Rental Contract"**), and (2) the provision of temporary vehicle rental services by Mobire within a specified territory.

Contacts of the Lessor:

1. Address: Mäealuse 2/3, 12618 Tallinn
2. Email: rent@mobire.ee
3. Online: Chat function or contact form on the website

Integral parts of the Rental Contract include: the Rental Contract, these Terms, the Price List, the Post Loss Event Vehicle Recovery Procedure (hereinafter **"Vehicle Recovery Procedure"**), and any other annexes or guidelines published or referenced by the Lessor on its website www.mobire.ee (hereinafter the **"Website"**). The principles of customer data processing (hereinafter "**Privacy Policy**") apply to the processing of personal data.

1. GENERAL PROVISIONS

1.1. Under the Rental Contract, Lessor grants the Lessee - being a natural or legal person or their representative the temporary right to use a motor vehicle (hereinafter **"Vehicle"**) under the conditions specified in the Rental Contract for a fee.

1.2. These Terms apply to daily-rate short-term rentals (hereinafter "**Short-Term Rental**").

1.3. The Lessee may enter into the Rental Contract and rent a Vehicle by visiting the Lessor's premises.

1.4. The Rental Contract is deemed concluded once signed by both the Lessor and the Lessee. If the Lessee signs the Rental Contract digitally, the Lessor and Lessee will additionally sign a Vehicle Handover Document (hereinafter **"Deed of Handover"**) on-site when the Vehicle is delivered, indicating the Vehicle's details and condition at the time of transfer.

1.5. The Lessee shall pay the Lessor a rental fee (hereinafter **"Rent"**), use the Vehicle with due diligence and care as per the Rental Contract, and return the Vehicle upon expiry of the agreed rental term (hereinafter **"Rental Period"**) in accordance with the terms. The Rent is payable for the entire Rental Period regardless of whether the Vehicle is used. The Rental Period starts from the moment the Lessee receives possession of the Vehicle at the Lessor's location and ends upon its return to the agreed location.

1.6. The Lessee shall pay the Rent and any other fees according to the Rental Contract and the Lessor's applicable Price List (hereinafter **"Price List**. In addition to Rent, the Lessee is liable for any other fees agreed in the Rental Contract as well as any costs arising from Vehicle usage not specifically covered by the Rental Contract.

1.7. The Vehicle must be returned to and collected from the location designated by the Lessor. The Lessor is not obligated to provide a specific brand or model. Where possible, the Lessor may offer a comparable alternative Vehicle at the same rental fee.

1.8. The term "Vehicle" includes all movable property within the Vehicle at the start of the Rental Period, including its accessories and essential parts. The Vehicle must be in the legal possession of the Lessor with the right to rent it in accordance with the Rental Contract, but need not be owned by the Lessor.

1.9. The Lessee confirms, when acting as a representative of a legal entity, that the entity has full authorization and legal capacity to enter into the Rental Contract under the agreed terms.

2. VEHICLE BOOKING AND RETURN

2.1. The Lessor shall hand over a roadworthy Vehicle along with the required documents and keys to the Lessee at the Lessor's premises on a working day between 09:00–17:00 at the agreed time.

2.2. Unless otherwise agreed, the Vehicle must be returned to the location specified by the Lessor on a working day between 09:00–17:00.

2.3. The Lessor is not obliged to hand over or accept return of the Vehicle on holidays and outside the period specified in the Rental Contract.

2.4. At the start of the Rental Period, the Lessee is required to immediately check the following before using the Vehicle: (1) absence of visible external damage; (2) no warning lights indicating operational issues (e.g. low oil, worn brakes); (3) properly inflated tires and visually roadworthy condition; (4) presence of all necessary documentation; (5) fuel or battery level sufficient for return at the same level; (6) inclusion of all required accessories (e.g. warning triangle, fire extinguisher, first-aid kit, spare tire or repair kit, reflective vest); (7) vehicle starts normally and operates without unusual noises when maneuvering or braking.

2.5. If the Lessee discovers any defects not previously reported by the Lessor, they must notify the Lessor immediately. If the Lessee does not report defects upon receiving possession, it shall be presumed the damage was caused by the Lessee unless proven otherwise.

2.6. Upon handover, the Lessee must inspect the Vehicle at the Lessor's premises. The Vehicle's condition, visible damages, and other relevant details will be recorded. By signing the Rental Contract, the Lessee confirms inspection, the technical condition, the accuracy of the data, and assumes responsibility for the Vehicle, including for damage, loss, or harm caused by the Vehicle as a source of greater risk.

2.7. Possession, risk of accidental loss, and liability for the Vehicle—including third-party property inside—transfers to the Lessee upon physical handover.

2.8. Upon return, the Lessee must ensure that: (1) the Vehicle is parked according to the traffic regulations; (2) it does not pose danger to others; (3) all personal belongings are removed; (4) windows are closed and the Vehicle is locked; (5) all original accessories are present and in their designated locations; (6) the Vehicle is in good condition, accounting for normal wear; (7) fuel or battery is restored to the level recorded at handover.

Failure to comply may result in additional fees and penalties in accordance with the Price List.

2.9. Upon return, the Lessor will conduct a preliminary inspection. The condition of the Vehicle will be recorded.

2.10. The Lessor may file a claim regarding the Vehicle's condition post-return. Disputes will be resolved based on Mobire's Wear and Tear Guidelines.

2.11. If the Lessee returns the Vehicle earlier or later than agreed, they must inform the Lessor.

2.12. If the Lessee fails to return the Vehicle within three (3) hours of the agreed Rental Period end, a triple rental fee will apply.

2.13. In the event of a breach of the Rental Contract, including failure to return the Vehicle within six (6) hours after the end of the Rental Period, the Lessee is obliged to surrender possession of the Vehicle to the Lessor or to a third party authorized by the Lessor upon first request. If the Lessee fails to return possession of the Vehicle at the time specified by the Lessor, the Lessor shall have the right to access the Vehicle, relocate it to a location of the Lessor's choosing, and

retain possession of the Vehicle until the breach has been remedied or the Rental Contract has been terminated. Should the Lessee fail to comply with the obligation to surrender possession and the Lessor exercises its right to recover possession of the Vehicle independently, the Lessee shall compensate the Lessor for all damages resulting from such breach and shall pay the Lessor a repossession fee in accordance with the Lessor's Price List.

2.14. If defects are found upon return, the Lessee shall reimburse the Lessor for the cost of rectification based on an assessment from the Vehicle manufacturer's authorized service provider.

3. VEHICLE USAGE

3.1. The Lessee must use the Vehicle with due care and diligence, in accordance with the Vehicle's technical documentation, maintenance schedule, manufacturer and/or Lessor's instructions, and the Rental Contract.

3.2. The Lessee must, throughout the entire validity of the Rental Contract, comply with the average mileage limit agreed in the Rental Contract (hereinafter the **"Mileage Limit"**). If the Lessee breaches the obligation to comply with the Mileage Limit, the Lessor has the right to charge the Lessee a contractual penalty for exceeding the Mileage Limit in accordance with the Lessor's Price List. The penalty shall be payable for each kilometer exceeding the Mileage Limit.

3.3. If the Rental Period exceeds 30 days and includes a scheduled maintenance interval, the Lessee is responsible for ensuring the Vehicle receives regular maintenance in a timely manner and must notify the Lessor of such needs.

3.4. If the Lessee ignores the scheduled maintenance notification displayed in the Vehicle and thereby breaches the obligation related to scheduled maintenance as set out in clause 3.3 of the Rental Contract, the Lessee shall be obliged to pay a contractual penalty in accordance with the Price List.

3.5. The Lessee is prohibited from modifying the Vehicle or interfering with its electronic hardware, including devices that secure the Vehicle, enable digital rental (e.g., locking/unlocking), or transmit usage data to the Lessor.

3.6. The Lessee declares, acknowledges, and unconditionally and irrevocably agrees that the Lessor has the right, at its sole discretion, to use appropriate technical devices and solutions for the purpose of monitoring in real time the Vehicle's location, distance travelled, usage time, speed, fuel consumption, and other data related to the use of the Vehicle, including the processing of such data in accordance with the requirements set forth in applicable legislation.

3.7. The Vehicle may only be used within the territory of Estonia unless the Lessor grants prior written or electronically reproducible permission. The Vehicle may never be used outside the EU, EEA, or Switzerland. Unauthorized cross-border usage results in penalties and additional Rent per each day abroad, according to the Price List.

3.8. The Lessee is not entitled to use the Vehicle: (1) as a training or emergency vehicle, in rallies, testing or racing events, as a security company vehicle, as a rental or lease vehicle, or for the provision of any other unnamed paid service; (2) to transport more passengers than permitted by the vehicle registration certificate or technical specifications; (3) to transport a greater quantity of cargo than permitted by the vehicle registration certificate or technical specifications; (4) to push or tow other vehicles (except trailers within the permitted registered mass) or other objects; (5) on roads not intended for regular traffic (including off-road, shoreline, water, wetlands, etc.) or outside officially open ice roads; (6) to transport unsecured goods; (7) to transport goods or items that emit odors which may damage the Vehicle or prevent its immediate re-rental; (8) in violation of traffic regulations or for any unlawful activity.

3.9. When using the Vehicle, the Lessee must: (1) be at least 23 years of age, hold a valid driving license, and have a minimum of 2 years of driving experience; (2) comply with all traffic regulations and, in the event of losing their driving rights, immediately cease using the Vehicle;

(3) refuel the Vehicle only with the appropriate type of fuel (petrol or diesel) from service stations operated by companies holding a valid retail fuel sales license in the Republic of Estonia, or, in the case of electric vehicles, charge the Vehicle strictly in accordance with the Vehicle's technical documentation; (4) drive attentively, carefully, politely, and safely, respecting other road users and individuals, taking all reasonable precautions, and avoiding any risk to the safety of the Vehicle, other persons, property, or the environment; (5) not operate the Vehicle under the influence of alcohol in any amount (0.00‰), narcotic or psychotropic substances, or in any other condition prohibited by traffic law; (6) use the Vehicle solely for its intended purpose. The Lessee must not transport explosive, flammable, toxic, or otherwise hazardous substances harmful to human life or health, nor use heating devices, open flames, or other sources of ignition inside or near the Vehicle; (7) not transport animals, except for pets in appropriate transport crates, which must be properly installed in the Vehicle by the Lessee in a manner that prevents damage to the Vehicle or its components; (8) not smoke in or near the Vehicle, and shall not permit passengers to do so (this includes the use of electronic cigarettes, hookahs, and similar devices); (9) protect the Vehicle from any unlawful possession; (10) transport children only using booster seats or child safety seats, which must be installed in accordance with the manufacturer's instructions; (11) take all necessary measures to prevent the enforcement of statutory liens by third parties against the Vehicle, including informing such persons that the Lessee is not the owner of the Vehicle and taking all reasonable steps to prevent the enforcement of any such rights; (12) treat all items inside the Vehicle with care and take appropriate security measures, including locking the Vehicle, closing the windows, and switching off lights and audio systems when parked or stopped; (13) immediately notify the Lessor of any damage to the Vehicle, including damage resulting from violence, traffic accidents, or contamination, as well as any issues that may affect the Vehicle's condition or usability and prevent its return in accordance with the terms of the Rental Contract.

3.10. The Lessor reserves the right to disable or lock the Vehicle at any time if there is reasonable suspicion that the Vehicle is being used in breach of the Rental Contract or by an unauthorized party.

4. LESSEE'S LIABILITY IN CASE OF DAMAGE

4.1. In case of a traffic accident, damage, theft, or any other incident involving the Vehicle or its parts, the Lessee must ensure that: (1) the incident and relevant details (incl. witness contacts) are documented, and reported to the Lessor's service center at +372 638 8000 or the Estonian short number 13 500 within 24 hours at the latest, and that a claim is submitted as instructed to the Lessor or insurer(s); (2) reasonable measures are taken to protect passengers, property, and the Vehicle from further damage; (3) the police, rescue services, or competent authorities are contacted without delay, where required by law; (4) the Vehicle remains in post-incident condition until inspected by the Lessor or an authorized service provider; (5) instructions from the Lessor are requested and followed regarding damage control and Vehicle preservation; (6) in case of glass damage, the Lessor is notified immediately via the service phone or email.

4.2. The Lessee shall bear all damages not covered by insurance or the Post Loss Event Vehicle Recovery Procedure (incl. deductible). If the insurer refuses coverage or the Post Loss Event Vehicle Recovery Procedure does not apply, the Lessee must fully compensate all costs to the Lessor.

4.3. The deductible amount is specified in the Rental Contract and applies per incident. Damage from separate acts/events counts as separate incidents.

4.4. In case of total loss or theft, the Lessee shall pay the deductible provided that both the Vehicle keys and documents are returned. If stolen together with keys and/or documents, the Lessee is liable for 100% of the Vehicle's market value.

4.5. The Vehicle's market value is determined within a reasonable timeframe by a nationally certified expert, commissioned by the Lessor, based on the condition at handover to the Lessee.

4.6. For the avoidance of doubt and notwithstanding anything to the contrary elsewhere in the Contract, the Parties confirm that the Lessor is under no obligation to conclude a voluntary (comprehensive) insurance contract for the Vehicle or to carry out any other transactions or actions that would additionally exclude or limit the Lessee's liability in relation to any potential damage incidents during the Rental Period.

4.7. Notwithstanding anything to the contrary elsewhere in the Contract, the Parties have agreed that the Lessee shall be liable under the Rental Contract for:

(1) any damage caused to the Vehicle and/or its accessories (including but not limited to the spare tire, tow hitch, ignition key, remote controls, etc.) during the Rental Period, as well as for any loss of accessories, except for normal wear and tear resulting from proper use;

(2) in the event of an incident, both direct material damage and any potential loss of income, including but not limited to costs related to towing or otherwise transporting the Vehicle, ordinary expenses associated with handling the incident, and any other costs or damages incurred by the Lessor in connection with the incident.

5. PAYMENTS

5.1. The Lessee may make advance payments to the Lessor to secure the performance of contractual obligations.

5.2. The Lessee is responsible for all financial penalties, fines, enforcement measures, and parking-related fees, late fees, and liquidated damages (hereinafter **"Fines"**), including administrative and other costs related to the use of the Vehicle during the Rental Period. The Lessor will forward any such claims to the Lessee, who must settle or comply with them as specified.

5.3. If the Lessee fails to pay or comply with a Fine and the claim is enforced against the Lessor, the Lessor is entitled to: (1) forward the Lessee's data as the Vehicle's possessor to a debt collection agency; or (2) pay the Fine itself, in which case the Lessee shall reimburse all related amounts and costs to the Lessor and pay an administrative fee as per the Price List. The termination of the Rental Contract does not release the Lessee from these obligations.

5.4. The Lessor is not responsible for the legal validity of any claims related to the Vehicle issued by a third party and is under no obligation to verify their legal basis.

5.5. The Lessee undertakes to pay the Lessor interest on overdue payments at a rate not exceeding three times the statutory default interest rate for each day of delay, until the outstanding amount has been paid in full. The calculation of interest begins on the day following the payment due date and ends on the day the full amount is paid (inclusive).

5.6. Payment of a contractual penalty and/or default interest does not release the Lessee from the obligation to perform their duties under the Rental Contract. In the event of a breach of the Rental Contract, the Lessor may claim a contractual penalty irrespective of the actual damage caused or the excusability of the breach. If the Lessee is, pursuant to law or the Rental Contract, obliged to compensate the Lessor for any costs incurred or to be incurred, or for any damage caused, the Lessee must pay such costs or compensate for the damage within 14 days from the date of receipt of the claim from the entitled Party.

5.7. All fees set by the Lessor are subject to VAT as required by law, unless stated otherwise.

6. LIABILITY

6.1. Unless otherwise specified in the Rental Contract, both Parties are fully liable for any breach thereof. A legal entity, represented by the Lessee, is also considered a Party. The Lessee confirms that the Rental Contract has been entered into for the legal entity's economic or professional purposes and is liable for the actions and circumstances of the legal entity as if they were their own.

6.2. If the Vehicle has defects or cannot be used due to reasons attributable to the Lessor, the Lessor's liability is limited to compensation for the direct material damage foreseeable at the time of Contract.

6.3. The Lessor is not liable for indirect damages, including but not limited to loss related to transactions the Lessee intended to perform with the Vehicle, or non-material damage such as loss of profit or reputational harm. In any case, the Lessor's liability is limited to EUR 500.

6.4. If the Lessee breaches the Rental Contract, insurance terms, or any applicable conditions while using the Vehicle, they must compensate the Lessor and/or third parties for the full extent of any damage.

6.5. If the Vehicle is returned in a condition or manner not in compliance with the Rental Contract, the Lessee must pay applicable additional fees and penalties based on the Price List.

6.6. The Lessee is not liable for breaches or damages caused by the Lessor and/or third parties unless they are responsible for such parties under the Rental Contract.

6.7. The Lessee is not liable for defects resulting from prior use or normal wear and tear, provided that they promptly notify the Lessor using an available contact method and follow any instructions given.

6.8. If any representation made by the Lessee as a legal entity's representative proves false, they must compensate the Lessor for all resulting damages, including but not limited to tax liabilities arising from invoices issued to the legal entity. The Lessee also agrees to fully reimburse any claims made by the Estonian Tax and Customs Board against the Lessor as a result.

7. SUSPENSION AND TERMINATION OF THE RENTAL CONTRACT

7.1. If the Lessee breaches the terms of the Rental Contract or delays any payment, the Lessor has the right to suspend performance of its obligations, including suspend agreed use of the Vehicle during the Rental Period. The Lessee will be informed of the suspension.

7.2. The Lessor will end the suspension once the Lessee has fulfilled all obligations under the Rental Contract and the Lessor is satisfied that the Lessee will comply with the Rental Contract going forward.

7.3. The Lessor may terminate the Rental Contract extraordinarily and without notice if continuation cannot reasonably be expected. This includes but is not limited to cases where: (1) the Vehicle was driven by a person without proper authorization; (2) the Vehicle was used contrary to the Contract; (3) the Vehicle was driven by someone under the influence (over 0.00‰ alcohol or under drugs/psychotropics), including post-incident; (4) the Lessee caused damage through intent or gross negligence; (5) the Lessee violated legal obligations after a traffic accident (e.g., fled the scene); (6) the Vehicle was used in the commission or suspected commission of a crime.

7.4. The Lessee may terminate the Rental Contract at any time by returning the Vehicle to the Lessor. Any unused Rent will not be refunded.

7.5. Termination of the Rental Contract does not release the Lessee or the legal entity from obligations incurred during its validity, or from obligations intended to survive the Agreement's termination.

8. FINAL PROVISIONS

8.1. The Lessor processes personal data in accordance with applicable legislation and the Lessor's Privacy Policy, available on the Lessor's Website.

8.2. The Lessor reserves the right to amend these Terms at any time due to changes in legislation or its services or technical solutions. The Terms are deemed amended once made available on the Website or otherwise communicated to the Lessee. Continued use of the Vehicle after changes take effect shall be deemed acceptance of the new Terms.

8.3. The Lessor may unilaterally amend the Price List at any time. The current version is available on the Lessor's Website.

8.4. The Lessee may not assign any rights or claims arising from the Rental Contract to third parties. In case of such assignment, the Lessor may raise all defenses against the assignee.

8.5. The Lessor may assign any rights arising from the Rental Contract to third parties.

8.6. The Rental Contract is governed by Estonian law.

8.7. All disputes arising from the Rental Contract that cannot be resolved through negotiations shall be settled in Harju County Court. A consumer residing in the EU may also submit claims in their country of residence. Additionally, consumers may contact their local consumer protection agency (website: https://ttja.ee/en/submission-statement).