

# Terms and Conditions of Discover Cars

## Booking Agreement

1. AS Discover Car Hire, with registration number in Latvia: 40103690968, and legal address: K.Ulmana gatve 2, Riga, LV-1004, Latvia (hereinafter Company or “we”) offers this website and its services, subject to the following terms and conditions (hereinafter Terms and Conditions). Please read these Terms and Conditions carefully before using our website or any of our services. If you do not agree to any statement of these Terms and Conditions, you must not use this website or any services provided by the Company.
2. The Company provides its services using a reservation system that operates under the brand [www.discovercars.com](http://www.discovercars.com) (hereinafter Website).
3. By using the services provided on this Website and accepting these Terms and Conditions, you enter into the Booking Agreement (hereinafter Booking Agreement) with the Company.
4. These Terms and Conditions are an integral part of the Booking Agreement concluded between you, as the renter (hereinafter Renter), and the Company.
5. The Booking Agreement is considered concluded if the Renter has booked the service on the Website, funds available on the Renter's credit/debit card have been charged for this purpose or the service provided by the Company has been paid for using the PayPal system and the particular car rental provider has informed the Company that the particular booking has been approved.
6. The service provided by the Company pursuant to the Booking Agreement includes the provision of information regarding available car rental providers, sending the Renter's reservation preferences (type of car, location, reservation date and time, rental term) to the particular car rental provider and sending booking information (hereinafter Voucher) to the Renter via email if the particular car rental provider has informed the Company that the particular booking (hereinafter Service) has been confirmed.
7. The Renter undertakes to pay the Company for the Service regardless of whether the car rental takes place or not (for instance, canceled by the car rental provider or the Renter himself). The price of the Service (hereinafter Service Price) and the car rental price (hereinafter Rental Price) are indicated separately or in total (depending on the chosen type of payment) on the Website and in the Voucher sent to the Renter via email by the Company. On the Website, the price of the Service and the Rental Price are visible before choosing a payment method and entering payment information.
8. It is therefore important for the Renter to be aware that by entering his/her payment details (or making a payment using PayPal) and approving the payment, the Renter has expressed the wish to conclude the Booking Agreement and that this Booking Agreement cannot be revoked after a confirmation Voucher is sent to the Renter's email.
9. Following the entry into force of the Booking Agreement, the funds (in the amount calculated according to the section “Payments” of this Terms and Conditions) will be deducted and transferred to the bank account of the Company. A Voucher will be sent to the Renter via email as confirmation that the Booking Agreement has been concluded.
10. The Renter must read the Terms and Conditions before paying for the Service and concluding the Booking Agreement. If the meaning or consequences of the Terms and Conditions are not clear to the Renter, it is strongly recommended that the Renter contacts the Company via email: [support@discovercars.com](mailto:support@discovercars.com) to get additional information about the Terms and Conditions prior to accepting them.

## BOOKING

11. On the Website, the Renter can select and book a car from a range of cars provided by a number of different car rental providers. The Company itself does not own or run any of these provider companies, does not offer its

own cars, and does not conclude car rental agreements on behalf of car rental providers.

12. The Booking Agreement is not an agreement that regulates the car rental service. A rental agreement will be signed with the car rental provider at the time of picking up the rented car.

13. Each car rental provider has its own terms and conditions for renting a car. Nevertheless, the main conditions of the car rental provider regarding driver requirements, insurance, deposit, payments, fuel policy, etc. offered by the car rental provider are available in the "Rental Conditions" section on the Website. Complete applicable terms and conditions of the car rental provider are available at pick up.

14. By booking the selected car on the Website, the Renter accepts the rental conditions of the particular car rental provider. The Company displays rental conditions on the Website as approved by the car rental provider at the current time. However, the Company assumes no responsibility with regard to the Renter if the rental conditions or terms and conditions of the particular car rental provider change.

15. Detailed information regarding the Renter's particular booking is provided in the Voucher sent to the Renter via email.

16. The main currencies in which prices are published on this Website are euros (EUR), United States dollars (USD), Canadian dollars (CAD), and British pounds (GBP). There is an option to view prices in other currencies and they will be shown converted based on the daily updated currency exchange rate according to the foreign exchange reference rates published by the European Central Bank. In the case of Full prepayment bookings, the principal currency is determined by the car rental provider in its respective country and converted accordingly.

## **BOOKING CREATION PROCESS**

17. To make a booking, the Renter shall choose the required car class. The booking does not guarantee a specific car make or model, but a chosen class of car unless it is mentioned that the specific car model and make is guaranteed by the car rental provider. If the booked car class is available at pick-up time, it will be provided. In other cases, a car of the same or higher class will be provided. Infrequently, only cars of an inferior class can be provided.

18. Pictures of cars shown on the search page are informative. The rented car provided at pick up may differ from the one in the picture.

19. It is the Renter's responsibility to carefully review all information provided about the selected car before making a booking as the rental conditions of different car rental providers may vary.

20. The Renter must make sure that the driver's age is within the provider's specified age limit. The Company cannot be responsible if upon picking up the car, the Renter does not meet the requirements of the car rental provider.

21. Information regarding options and extras included and excluded from the price is available on the Website under the sections "Rate Includes", "Rate Excludes" and in the section "Optional Extras and Services".

22. If additional extras, such as GPS, child seats, or bicycle racks, the possibility to travel outside the pick-up country, the possibility to drop off the car in a location other than the pick-up location and/or the option to pick up the car in a place other than the rental office, are needed, this must be specified in writing at the time of booking via email: [support@discovercars.com](mailto:support@discovercars.com) or live chat on the Website.

23. When a booking is made, the Company's Customer Service proceeds with obtaining confirmation of this booking - the Voucher - from the selected car rental provider. Depending on various factors, the confirmation process can take up to 48 hours. If the start date of the rental period is 5 days or less from the booking date, the booking will be processed as a priority.

24. When the chosen car rental provider confirms to the Company that it can offer the requested car, the Company charges/withholds the price of the Service (including the price for additional services payable to the Company) from the credit card and sends the confirmation Voucher which completes the booking confirmation process.

25. If the car is unavailable, a representative of the Company will contact the Renter to offer possible alternative bookings.

26. If there are no alternative cars or the Renter does not accept them, the Company will cancel the booking and remove the reservation of funds corresponding to the price of the Service from the Renter's payment card.

27. The status of the booking made by the Renter can be viewed on the Website by going to the "My Booking" section.

## **PAYMENTS**

28. The payment methods accepted by the Company on the Website are valid credit/debit cards and PayPal. Payments for the Service are processed either directly by the Company or through its authorized affiliates (such as Car Rental Technologies – FZCO, UAE). Regardless of how the payment is processed, the Company remains the dedicated Service provider.

29. The payment methods accepted by the car rental providers vary and can include credit cards, debit cards, and cash. Please note that some providers only accept credit card payments. The Renter is obliged to check the payment methods of the chosen car rental provider (available on the Website in the "Rental Conditions" section) himself/herself prior to making the booking or arriving to pick up the car.

30. The Company can provide the Renter with the following types of payment for the booked car:

30.1. The Company collects from the Renter for the Service as the prepayment when making a booking. The Renter pays the rest of the Rental Price, as well as any payment for chosen extras and additional services, directly to the car rental provider when collecting the car at the destination (Partial prepayment booking).

30.2. The Company collects from the Renter for the full price of the car booking on its own behalf and on behalf of the car rental provider including the corresponding price of the Service and the Rental Price (Full prepayment booking).

30.3. The Company does not collect any payment from the Renter when the booking is made. The Renter pays the Rental Price, as well as payments for extras and additional services chosen by the Renter, directly to the car rental provider when collecting the car at the destination (Pay on arrival booking).

31. The payment type available for the particular booking made by the Renter depends on the conditions of cooperation agreed between the Company and relevant car rental provider.

32. Payment deducted by the Company consists of the Service Price as well as payments for any chosen Relax Package or Full Coverage services (if chosen in accordance with the Relax Package or Full Coverage section of these Terms and Conditions). This payment is held by the Company. It will not be mentioned in the rental agreement with the car rental provider. In the event of Full prepayment booking, payments deducted by the Company consist of the Service Price, Rental Price as well as payments for Relax Package or Full Coverage services chosen in accordance with the Relax Package or Full Coverage section of these Terms and Conditions.

33. The Rental Price (if not withheld by the Company), as well as payments for additional extras and services chosen at the time of pick-up or which are not withheld by the Company, are charged by the particular car rental provider upon picking up the car.

34. A security deposit (after the conclusion of the car rental agreement) is held on the main driver's credit card or a cash deposit is taken by the car rental provider to cover the costs of possible insurance excess/deductible, traffic violations, refueling costs, etc. If no traffic violation costs or any other costs occur, the security deposit held on the credit card lapses, usually within 3 weeks from the end of the rental period.

35. Payments to the car rental provider must be made in the local currency of the country where the car is to be picked up. If this currency is different from the currency of the Renter's credit card, the credit card company will perform a currency exchange at its established rate and may also charge the card for a conversion fee. The Company is not responsible for discrepancies between the price shown on the Website and the amount for which the Renter's credit card is charged if these discrepancies are due to the currency exchange rate used or the

conversion fee applied or if the Renter and the car rental provider have agreed on a higher price than the Rental Price determined in the booking confirmation.

36. The car rental provider can request pre-authorization on the credit card for the amounts mentioned in paragraphs 34 and 35 before allowing the Renter to pick up the car.

## **RIGHT TO WITHDRAW**

37. After entering into the Booking Agreement, the Renter has no right to withdraw from the Booking Agreement according to the laws of the Republic of Latvia.

## **CANCELLATION AND REFUND POLICY**

38. The Renter can cancel the booking and get a credit that can be used towards future bookings on the Website (hereinafter Booking Credit) up to 48 hours before the originally scheduled pick-up time, through the My Booking section of the Website.

39. If cancellation is requested less than 48 hours before the originally scheduled pick-up time, only the cost of Full Coverage (if purchased) will be provided in Booking Credit.

40. If the Relax Package is purchased, the Renter can cancel the booking and get a monetary refund for the amount paid for the Relax Package any time before the initial pick-up time.

41. No refund will be given if cancellation is requested after the originally scheduled time of pick-up.

42. Prices are based on the pick-up and drop-off dates and times arranged prior to the commencement of the rental. If the car is picked up any later or brought back any earlier, the Renter will not receive a refund for the unused hours or days.

43. If the booking is made less than 48 hours before the pick-up time, it is non-refundable unless Relax Package is purchased (Full Coverage, if purchased, is refundable up until the pick-up time).

44. If the Renter does not intend to pick up the car (even if no refund is available), the Renter shall notify the Company at once; otherwise, the Renter may be charged an additional no-show fee.

45. If a cancellation request is made to the car rental provider and not to the Company, this Cancellation and Refund Policy shall not be applicable.

46. The Booking Credit can be used for any payment made on our Website and can be used for one or multiple bookings. The Booking Credit can only be used to pay for Company services.

47. The Booking Credit will expire three (3) years after the Renter receives it.

48. The Renter can see the amount of available Booking Credit by going to the "My Booking" section of the Website and using the Renter's original booking number and email address.

49. The Renter can recover their original booking number by contacting the Company's Customer Support team and asking for assistance.

50. Depending on the circumstances surrounding the cancellation, the Company may offer an extra amount of Booking Credit on top of the original amount paid for the canceled booking.

51. We reserve the right to award Booking Credit to the Renter based on their loyalty to our Company and its services, for special events (public holidays, international events, etc.), on the Renter's birthday, and in other circumstances at Company's discretion. Such awards may be offered to both subscribed and non-subscribed Renters, and may be subject to these Terms and Conditions or to the specific terms that we establish from time to time for particular awarded Booking Credits (such as having an expiration date, type of rental it can be used for, etc.).

52. The Renter can use their Booking Credit for any new booking or payment made on the Website.

53. To use Booking Credit, the Renter should use the same email address that was used for the original booking in the driver details section. The Booking Credit will be automatically applied to the new booking's total amount.

54. If the payable amount for a new booking is less than the Renter's available Booking Credit, the Renter will be able to use the leftover amount in the same manner for a future booking.

55. The Renter may request reimbursement in money of any leftover amount of what was originally paid up to one (1) year after receiving the Booking Credit. This does not apply to the extra or bonus added to the original amount paid or to any Booking Credit awarded to the Renter in accordance with paragraph 51 of these Terms and Conditions. For the purpose of refunds, the amount originally paid will be deemed to have been used first.

56. Any refund due for a canceled booking that was paid for, either partially or fully, using Booking Credit shall be issued in the form of Booking Credit.

57. The Company reserves the right to not issue Booking Credit nor a money refund for any transaction that is deemed to not have been made in good faith with the intention to rent a vehicle (e.g., transactions made for the financial benefit of the Renter).

## **NO-SHOW**

58. If no information is given to the Company about the cancellation of the booking 48 hours before the pick-up time (or, if Relax Package is purchased, before the pick-up time), and the Renter does not arrive in time to take the booked car, it will be classified as a no-show and an additional no-show fee may be charged.

59. The Company is entitled to charge a no-show fee on behalf of the particular car rental provider and to not refund any payment (including for a Full prepayment booking) made by the Renter in the event of a no-show. The following situations are considered no-shows:

59.1. Renter fails to pick up the car at the time and date specified in the Voucher without notifying the Company 48 hours in advance (or, if the Relax Package is purchased, before the pick-up time);

59.2. Renter fails to provide the documentation required to pick up the car (specified in Rental Conditions of each provider);

59.3. Renter fails to provide an acceptable method of payment and an acceptable form of a security deposit, usually a credit card in the main driver's full name with enough available funds, no additional restrictions, and valid for at least 2 months after the drop-off date; or

59.4. Renter is denied the vehicle due to being blacklisted or if the Renter arrived under the influence of alcohol or drugs.

60. The car rental provider reserves the right to refuse pick-up to any Renter who fails to arrive at the scheduled time and date with all necessary documentation, an acceptable method of payment, and acceptable form of a security deposit, usually a credit card in the main driver's full name with enough available funds to cover the security deposit or if the Renter arrives at the car rental desk under the influence of alcohol or drugs.

## **MODIFICATIONS**

61. The Renter can modify their booking preferences by submitting a request via the My Booking section of the Website no later than 48 hours before the pick-up date/time (or, if the Relax Package is purchased, before the pick-up date/time). The Company warns that modification requests received less than 48 hours before the pick-up date/time will not be processed and the Company is not responsible for any loss or damages suffered by the Renter in this case.

62. Please note that the modification service itself is free of charge, but any modification such as an amendment of the pick-up or drop-off location, car group, rental period or driver's personal details may affect the Rental Price causing it to differ from the Rental Price indicated in the initial confirmation Voucher.

63. If a booking's date and/or time is modified later than 48 hours prior to the original pick-up time, no refund will be given for the costs of the Service or the Rental Price (if a Full prepayment booking was made).

64. The Company cannot guarantee the processing of modifications. Any modification requested by the Renter shall come into effect only after written confirmation by the Company. If the Company has not accepted (in written form) the modification requested by the Renter, the conditions previously confirmed by the Company and the Renter apply.

65. The Company will not take responsibility for modifications arranged directly between the car rental provider and the Renter.

## **PICKING UP THE CAR**

66. The Renter must present the following original documents (not copies) when picking up the car:

66.1. printed or electronic Voucher (depending on the car rental provider's requirements);

66.2. valid driver's license from the Renter's country of origin. It must be valid in the country where the car is being rented;

66.3. International Driving Permit. This may be required by some car rental providers as a supplement to the regular driver's license;

66.4. a valid passport or valid ID card (if accepted by the car rental provider);

66.5. a valid credit card in the same name and surname as the driver's license of the main driver with enough available funds to cover the security deposit;

66.6. other documents required by the car rental provider and mentioned in the Voucher.

67. The Company shall not refund any sum paid and assumes no responsibility if the car rental provider refuses to provide the car to a Renter in any of the following circumstances:

67.1. no-show;

67.2. showing up late;

67.3. unused days;

67.4. failure to provide any document or item listed in paragraph 66 above;

67.5. the Renter is going to use the car against the terms of use established by the car rental provider;

67.6. the Renter has been previously blacklisted by the car rental provider;

67.7. the Renter arrives at the car rental desk under the influence of alcohol or drugs; or

67.8. there is a problem at the time of pick-up resulting in the Renter being denied the vehicle and the Renter does not call us at such time.

68. The Company is not responsible for any waiting time at the car rental provider's office.

69. The Renter is obliged to carefully read the rental agreement before signing it when picking up the rented car. The Renter's signature means acceptance of all points in the agreement and all charges.

70. The Company is not responsible for any change in the Rental Price that occurs at the moment of the pick-up of the rented car due to the Renter's acceptance of any optional services/extras (e.g. additional insurance, additional driver, etc.). If the Renter extends the rental period after it has already started, the car rental provider can charge the Renter for all expenses related to extending the rental period. The car rental provider will use local rates effective at that time.

71. The Company is not responsible for any change in the Rental Price or additional charge made by the car rental provider that is the result of the Renter violating the rules of using the car established by the car rental provider.

## **FULL COVERAGE (COUNTRY-BASED AVAILABILITY)**

72. Full Coverage is an additional service that the Renter can purchase from the Company for the purpose of being reimbursed the amount the Renter is charged for loss or damage to the vehicle under their rental agreement.

73. Full Coverage compensates the Renter for the amount of the deductible/excess deducted by the car rental provider or charged by the insurance company in the event of damage or theft (subject to the restrictions in paragraph 78). The maximum amount of compensation under Full Coverage is indicated on the Voucher.

73.1. Full Coverage is not a financial or insurance product and the Company does not provide any insurance advice or consultation services or personalized insurance recommendations regarding the Full Coverage service. Company may provide you with the information you need to make an informed decision about your rental and Full Coverage purchase.

74. Full Coverage does not replace a Collision Damage Waiver (CDW). The Company shall not assume any responsibility if a CDW is not included in the rental price and the Renter failed to provide valid proof of his/her own CDW as required by the car rental provider and mentioned in the Voucher.

74.1. Full Coverage is complementary in its nature, and it does not replace or modify any existing insurance policy that the Renter or the Company already have, and it does not provide any guarantees or warranties beyond those expressly stated in these Terms and Conditions. The Renter may choose to purchase Full Coverage as an additional service during the rental period, but this does not alter or supplant any other insurance products independently procured by the Renter. The decision to select Full Coverage is voluntary and based on the Renter's individual preferences and requirements.

75. Full Coverage can be purchased when making a booking and up to the scheduled pick-up time. The Renter can remove Full Coverage for a refund no later than the pick-up time by contacting the Company's support team.

76. In most cases, Renters are required to leave a security deposit to cover all or part of the CDW deductible/excess, the theft waiver's deductible/excess (where applicable), and/or fuel. To do so, a valid credit card in the name and surname of the main driver must be presented when picking up the car. Renters that have purchased Full Coverage must also leave this deposit in full.

77. Full Coverage applies to risks indicated on the Website at the moment of purchase. These risks are also listed in the "My Booking" section on the Website and on the Voucher sent to the Renter. Full Coverage covers the following expenses related to the rented car up to the limits stated on the voucher:

77.1. Deductible/excess charge for damage;

77.2. Deductible/excess charge for theft;

77.3. Charges for repairs of the car's body, undercarriage (excluding mechanical parts), tires, wheels, roof, windshield, windows, mirrors, locks, and hubcaps which are a result of a collision;

77.4. Towing expenses;

77.5. Taxi expenses directly related to the accident (excluding mechanical problems);

77.6. Costs directly related to losing the key(s) to or locking oneself out of the rented car (e.g., fees for a locksmith or delivery of a spare key);

77.7. Administrative fees relating to damage (excluding other administrative fees, for example, for traffic violations) and immobilization charges (charges to compensate the rental company for the loss of earnings while the car is being repaired).

78. Full Coverage does not cover the following:

78.1. Extras/ additional services (child seats, GPS, etc.);

78.2. Personal possessions or valuables;

78.3. Damages that occurred while the Renter was not complying with the terms of the rental agreement or local laws (driving under the influence of alcohol/drugs, putting the wrong fuel in the car, driving off-road, committing a traffic violation, etc.);

78.4. Hotel costs or other out-of-pocket expenses;

78.5. Cleaning costs or damage to the car's interior or mechanical parts;

78.6. Bank fees or any differences in currency exchange rates;

78.7. Damages resulting from unforeseeable or uncontrollable events such as war, revolution, terrorism, strikes, or severe weather and natural disasters such as hail, floods, hurricanes, earthquakes, etc.; or

78.8. Third-party damages.

79. The Full Coverage compensation process:

79.1. In order to receive compensation under Full Coverage, a request must be submitted through the My Booking page within 28 calendar days of the drop-off date or the date which the rented car broke down or was damaged or stolen. Electronic copies of the following documents must be provided:

79.1.1. The rental agreement you signed when picking up the car;

79.1.2. Car rental company's documented assessment of the car when it was picked up and when it was returned (check-list or pictures);

79.1.3. Invoice(s) from the car rental company showing the Renter was charged the deductible/excess, a portion thereof, and/or other fees;

79.1.4. The Renter's credit card statement, bank statement, or receipt(s) showing payment of the above invoice(s);

79.1.5. The Renter's PayPal or bank account details including the account holder's full name, account number/IBAN, bank name and address, SWIFT code, and any other information needed to make an international wire transfer (if the Renter provides incorrect bank details, a 50 EUR fee will be deducted from the compensation amount for each repeated wire transfer made before the correct bank details are received);

79.1.6. A detailed account of the incident (including photographic and video evidence, if possible); and

79.1.7. Written police report (if applicable to the accident or if mandatory based on the rental agreement).

79.2. It is the Renter's responsibility to provide all of the above-mentioned documents to the Company.

80. The Full Coverage investigation and refund process following receipt of a request takes up to 28 calendar days. If additional information is required, the refund process may be extended for another 28 calendar days.

81. If the Renter does not contact the Company and does not provide any documents or evidence within the specified time period, the case will not be considered and no compensation will be paid.

82. In the event that the Renter has received compensation under the Company's Full Coverage and becomes eligible for a future reimbursement by the car rental provider (for example, it is determined that the Renter was not the "at fault" driver), the Full Coverage compensation amount received must be returned to the Company.

83. In the event of any fraudulent request or any fraudulent means or information has been used to obtain any benefit under Full Coverage, the service shall become void, the amount paid shall be forfeited, and any benefits



requested and received must be returned to the Company.

## **JURISDICTION / APPLICABLE LAW**

84. The Booking Agreement, Terms and Conditions, and email communication, which is an integral part of the Booking Agreement, are governed by the laws of the Republic of Latvia and will be interpreted in accordance with the laws of the Republic of Latvia. The courts of general jurisdiction of the Republic of Latvia shall have exclusive jurisdiction to settle any claim or dispute which might arise out of or in connection with these Terms and Conditions and the Booking Agreement.

## **AMENDMENTS OF THE CONDITIONS**

85. The Company and the Renter agree on the procedure according to which the Terms and Conditions may be amended.

86. The Company shall notify the Renter of amendments to the Terms and Conditions and the effective date of said amendments on the Website, and the Renter shall be able to familiarise himself/herself with the Terms and Conditions in the new edition at least 14 (fourteen) days before the effective date thereof. The amendments also apply to those booking Services that occurred/entered into force before said amendments were made and that continue to exist on the effective date of the amendments. If the Renter disagrees with the amendments, he or she may, until the effective date of the amendments, submit a written notice to the Company regarding any disagreement with said amendments. If by the effective date of the amendments the Company has not received written notice from the Renter, the Renter shall be deemed to have agreed to the amendments and undertakes to comply with them.

87. The Company may immediately amend the Terms and Conditions unilaterally, without notifying the Renter thereof if the Renter does not qualify as a consumer in accordance with Latvian law, if the particular amendment is in the Renter's favor, or if some technical corrections are made therein.

88. The current version of the Terms and Conditions is available on the Website.

## **LIABILITY**

89. The Company is not responsible for commitments deriving from the car rental agreement concluded between the Renter and the car rental provider.

90. The company is not responsible for (and is not under any obligation to verify) wrongly entered or misspelled email addresses or driver names or incorrect phone numbers or credit card numbers.

91. The Company is not responsible for compensating the Renter for damages or losses resulting from the actions or cars of the particular car rental provider not complying with the rental agreement and/or applicable law.

92. If security deposits have been blocked or withdrawn, these transactions are initiated by the particular car rental provider on the basis of the car rental agreement concluded between the car rental service provider and the Renter. The Company as the booking company does not withdraw or block security deposits from the Renter's bank accounts or credit cards.

93. For the convenience of Renters, wording such as "cost of rental", "Pay now" and "Payable on arrival" may be used on the Website. The term "Pay now" refers to the Service Price, while the term "Payable on arrival" refers to the Rental Price, extras, and additional services chosen by the Renter which are all payable to the particular car rental provider.

94. If the Company offers to accept payment for the Service and for the rental, the Company acts on behalf of the particular car rental provider regarding receipt of the Rental Price (Full prepayment booking). However, the Company does not provide car rental services and transfers the Rental Price to the particular car rental provider.

95. In some cases, it may be necessary to change the booking. These changes may be made by the Company or by the car rental provider. In all such cases, the Company shall advise the Renter as soon as reasonably possible

before the pick-up date and if the proposed changes are unacceptable, the Renter will be offered a full refund. However, in such circumstances, the Company shall bear no additional liability for any direct or indirect losses the Renter may suffer as a result of such changes.

## **TERMINATION**

96. The Company reserves the right to terminate the Booking Agreement unilaterally and immediately by notifying the Renter via email in the following events:

96.1. information or indications have been received concerning the insolvency, bankruptcy or similar status or financial difficulties, as well as illegal actions, of the particular car rental service provider;

96.2. error (technical or human) caused by the Company or car rental service providers, if the provision of the car rental service becomes impossible or exceedingly difficult due to the respective error; or

96.3. the Renter has not passed a security check carried out by the car rental service provider.

97. If the Company terminates the Booking Agreement, the Company shall repay the Renter the Service Price amount paid, Rental Price (in case of Full prepayment booking), and the amount paid for Relax Package or Full Coverage, if such service has been paid for by the Renter. The Company is not responsible for any other claims or complaints, including compensation of direct or indirect losses or non-material losses, any costs and expenses of the Renter in connection with this Booking Agreement and termination of the Booking Agreement and conclusion of any new Booking Agreement due to the terminated agreement.

## **DATA PROTECTION**

98. The Company takes care that personal data of the Renter are processed according to the personal data protection requirements applicable in the European Union including the General Data Protection Regulation 2016/679. The Company ensures that the Renter's personal data will be processed in accordance with lawful business purposes in order to provide the Service requested by the Renter. The Renter agrees that:

98.1. in order to provide the booking Service, the Company is entitled to process and send the Renter's provided personal data and contact information (full name, date of birth, phone number and email address) and booking-related information to the car rental provider so that it can provide the requested rental service;

98.2. Renter's email address will be used by the Company to send confirmation of the booking in the form of a Voucher, inform the Renter of their Booking credit balance and its expiration date, and inform the Renter about significant changes in these Terms and Conditions or any of Company's other policies;

98.3. Renter's phone number will be used by the Company to clarify questions regarding the booking if they arise.

99. Exhaustive information about our processing of your personal data, which personal data we collect and process, for what purposes we use it, how long we store it, and other information is specified in the Privacy Policy.

100. It is allowed to use the Website to make car rental bookings. It is prohibited to use the Website for illegal purposes, namely, to make bookings that are speculative or false, or to obtain data on car rental providers or their car rental offers. By accepting these Conditions, the Renter agrees to use this Website only for its legal purpose.

## **CLAIMS AND COMPLAINTS**

101. Renter's complaints must be submitted through the My Booking page of the Website within 28 days of dropping off the car or the Company's legal address, K.Ulmana gatve 2, Riga, LV-1004, Latvia. Any complaint must be received no later than 28 calendar days after the last date of the rental period. The Company will not process any complaints received after that period. If the Renter corresponds to the definition of a consumer pursuant to the Consumer Rights Protection Law of the Republic of Latvia, then the Renter shall have the right to submit a complaint within the term provided in that particular law.

102. If the complaint is related to the car rental provider's responsibilities, it should be addressed directly to the car rental provider. The Company will inform the Renter regarding how to proceed if needed.

103. Claims will be reviewed and a decision will be made within 28 calendar days from the date the claims were received depending on the level of difficulty of the case.

104. If within a period of 21 calendar days there is no reply from the Renter to any of the Company's emails, the case will be closed automatically without any resolution and/or compensation.

## **RELAX PACKAGE (COUNTRY-BASED AVAILABILITY)**

105. The Renter can purchase the Relax Package from the Company to obtain additional services including further flexibility with their Booking Agreement.

106. The Relax Package includes the following benefits:

106.1. The Renter is entitled to last-minute cancellation allowing the Renter to cancel the Booking immediately after the Booking is made and up to the pick-up time for a full refund of the amount paid for the Relax Package;

106.2. a refund for the amount the Renter is charged for loss or damage to the vehicle under their rental agreement (not otherwise covered by coverage arranged by the car rental provider);

106.3. a refund for charges for repairs of the car's body, undercarriage (excluding mechanical parts), tires, wheels, roof, windshield, windows, mirrors, locks, and hubcaps which are a result of a collision;

106.4. a refund for towing expenses;

106.5. a refund for taxi expenses directly related to the accident (excluding mechanical problems);

106.6. a refund for costs directly related to losing the key(s) to or locking oneself out of the rented car (e.g., fees for a locksmith or delivery of a spare key);

106.7. a refund for administrative fees relating to damage (excluding other administrative fees, for example, for traffic violations) and immobilization charges (charges to compensate the rental company for the loss of earnings while the car is being repaired);

106.8. expedited assistance and priority responses to inquiries from the Company's support team; and

106.9. exclusive members-only deals for Renter's next booking, available exclusively to Relax Package purchasers, provided after the drop-off date.

107. The Relax Package is provided by the Company and can only be purchased by the Renter as a whole package/service. None of the benefits are priced separately nor can they be acquired or removed from the Relax Package by the Renter separately.

108. The Relax Package is not a financial or insurance product and the Company does not provide any insurance advice or consultation services or personalized insurance recommendations regarding the Relax Package.

109. The Relax Package inclusions do not replace or modify any existing insurance policy that the Renter or the car rental provider already have, and it does not provide any guarantees or warranties beyond those expressly stated in these Terms and Conditions. The Renter may choose to purchase the Relax Package for its benefits and additional services, but this does not alter or supplant any insurance products independently procured by the Renter. The decision to purchase the Relax Package is voluntary and based on the Renter's individual preferences and requirements. Additionally, none of what is included in the Relax Package serves as a Collision Damage Waiver (CDW) or a substitute for one. The Company assumes no liability if a CDW is not included in the Rental Price, and the Renter fails to present valid proof of their own CDW as stipulated by the car rental provider and indicated in the Voucher.

110. The maximum refund available under the Relax package is indicated on the Renter's Voucher.

111. In most cases, Renters are required to leave a security deposit with the car rental provider to cover all or part of the additional expenses that may arise during the rental or after it (such as car cleaning expenses, fuel expenses, charges for damage or theft, etc.). To do so, a valid credit card in the name and surname of the main driver must be presented when picking up the car. Renters that have purchased the Relax Package must also leave this deposit in full as requested by the car rental provider.

112. The Relax Package does not apply to the following:

112.1. Extras/ additional services (child seats, GPS, etc.);

112.2. Personal possessions or valuables;

112.3. Damages that occurred while the Renter was not complying with the terms of the rental agreement or local laws (driving under the influence of alcohol/drugs, putting the wrong fuel in the car, driving off-road, committing a traffic violation, etc.);

112.4. Hotel costs or other out-of-pocket expenses;

112.5. Cleaning costs or damage to the car's interior or mechanical parts;

112.6. Bank fees or any differences in currency exchange rates;

112.7. Damages resulting from unforeseeable or uncontrollable events such as war, revolution, terrorism, strikes, or severe weather and natural disasters such as hail, floods, hurricanes, earthquakes, etc.; or

112.8. Third-party damages

113. The process to receive a refund under the Relax Package is as outlined below:

113.1. In order to receive a refund under the Relax Package, a request must be submitted through the My Booking page within 28 calendar days of the drop-off date or the date on which the rented car broke down or was damaged or stolen. Electronic copies of the following documents must be provided:

113.1.1. The rental agreement you signed when picking up the car;

113.1.2. Car rental company's documented assessment of the car when it was picked up and when it was returned (check-list or pictures);

113.1.3. Invoice(s) from the car rental company showing the Renter was charged the deductible/excess, a portion thereof, and/or other fees;

113.1.4. The Renter's credit card statement, bank statement, or receipt(s) showing payment of the above invoice(s);

113.1.5. The Renter's PayPal or bank account details including the account holder's full name, account number/IBAN, bank name and address, SWIFT code, and any other information needed to make an international wire transfer (if the Renter provides incorrect bank details, a fee of 50 EUR will be deducted from the compensation amount for each repeated wire transfer made before the correct bank details are received);

113.1.6. A detailed account of the incident (including photographic and video evidence, if possible); and

113.1.7. Written police report (if applicable to the accident or if mandatory based on the rental agreement).

113.2. It is the Renter's responsibility to provide all of the above-mentioned documents to the Company.

114. The Relax Package investigation and payment process following receipt of a request takes up to 28 calendar days. If additional information is required, the payment process may be extended for another 28 calendar days.

115. If the Renter does not contact the Company and does not provide any documents or evidence within the specified time period, the query will not be considered and no refund will be paid.

116. In the event that the Renter has received a refund under the Company's Relax Package and becomes eligible for a future reimbursement by the car rental provider (for example, it is determined that the Renter was not the "at fault" driver), the Relax Package refund amount received must be returned to the Company.

117. In the event of any fraudulent request or any fraudulent means or information has been used to obtain any refund under the Relax Package, the Relax Package shall become void, the amount paid shall be forfeited, and any refunds requested and received must be returned to the Company.

Updated: 01.02.2024