

# DRIVALIA

## OPERATING LEASING TERMS FOR PRIVATE LEASE

Drivalia Lease Finland Oy (“**Drivalia**”) leases to a private individual (“**Customer**”) a vehicle with its accessories owned by Drivalia (“**Vehicle**”). The operating leasing agreement concerning the Vehicle (“**Contract**”), to which these Operating Leasing Terms For Private Lease (“**Terms**”) apply, is based on an offer by Drivalia accepted by the Customer and a positive credit decision by Drivalia.

The operating leasing includes the leasing of the Vehicle for the use of the Customer, the cost of the use of the Vehicle in accordance with Section 2 (“**Operating Leasing**”), for which the Customer pays a monthly Lease Instalment as specified in the Contract (“**Lease Instalment**”).

Drivalia owns the Vehicle it makes available to the Customer and the Customer does not receive any title to the Vehicle whether during the validity of the Contract or at the end thereof and the Customer may not sell, pledge, sublet or in any other way dispose of the Vehicle to any third party.

If the Contract is concluded through an online store, the terms of use of the online store and the then-current version of these Terms applies to the conclusion of the Contract. The terms of use of the online store valid from time to time are available on the online store’s website.

Any additional services provided by Drivalia or its Partners are subject to their respective current service descriptions and terms and conditions, which are available on the Drivalia [website](#).

### 1 DEFINITIONS

The following terminology apply in the Contracts and these Terms:

“**Contract Period**” Vehicle lease period specified for Operating Leasing in the Contract in accordance with Section 3.3.

“**Fair Wear and Tear**” The Fair Wear and Tear of a Vehicle as described in the Fair Wear and Tear Guide available on the Drivalia [website](#).

“**Paid Mileage**” The total mileage included in the Lease Instalment paid by the Customer during the validity of the Contract.

“**Partner**” The third party designated by Drivalia as the provider of a Service from time to time.

“**Price List**” Drivalia’s price list for additional services in force from time to time, available on the Drivalia [website](#).

“**Services**” The tasks and services performed by Drivalia for the Customer in accordance with Section 2.

“**Contractual Mileage**” The Vehicle-specific kilometers for the Contract Period specified in the Contract in accordance with Section 3.5.

“**Separately Charged Costs**” Costs related to the Vehicle not included in the Services that Drivalia charges from the Customer in accordance with Section 6.3.

### 2 OPERATING LEASING

(1) Drivalia is responsible for the reduction of value of the Vehicle as well as for the maintenance, repair and tire costs incurred during the normal use of the Vehicle in accordance with Section 5.1 during the validity of the Contract.

(2) The accessories of the Vehicle include a set of winter tires with rims delivered by a Partner.

(3) The Operating Leasing includes the following maintenance, repair and tire services performed by a Partner:

- (i) periodic maintenance and inspections;
- (ii) oil changes and replacement windshield wipers in connection with the periodic maintenance
- (iii) repairs of technical faults and broken fuses;
- (iv) oil and coolant top-ups;
- (v) replacement and replacement work due to normal wear of the summer and winter tires supplied with the Vehicle as well as seasonal tire changes;
- (vi) the storage of one set of tires at the premises of a Partner; and
- (vii) replacement vehicle service provided by a Partner.

(4) Drivalia is also responsible for the maintenance scheduling service in force from time to time and the monitoring of the maintenance programs as well as for ensuring that the on-call number of the roadside assistance service is available to the Customer around-the-clock every day of the year.

(5) In the replacement vehicle service, the Customer is provided with a Class A replacement vehicle in accordance with the classification generally used by car rental companies for the duration of the periodic maintenance (up to 1 day), with a maximum permitted driving distance of one hundred (100) kilometers per day.

(6) Drivalia will charge the Customer for any costs incurred by exceeding the maximum driving distance, the maximum holding time or the size category of the vehicle, unless the Customer has paid them directly to the renter of the replacement vehicle. The Customer must reserve the replacement vehicle in advance before the periodic maintenance through a Partner.

(7) The Customer must agree separately with Drivalia on the installation of Customer’s own additional devices. The original manufacturer or supplier is always solely responsible for the home charging device for an electric Vehicle, its installation, warranty, support and fault management in accordance with the applicable delivery and warranty terms regardless of if the device and its delivery is included in the Contract.

(8) The Customer is responsible for any costs incurred from the possible breakage of the home charging device or from defects outside the scope of warranty.

(9) Drivalia is not the seller of the Vehicle and is therefore not responsible for fulfilling the obligations of the seller or importer of the Vehicle, such as the delivery, features, condition, quality, performance, fitness for intended use, installation and functioning of accessories such as a charging device, or other features, warranty, servicing or availability of maintenance or spare parts of the Vehicle otherwise than as expressly agreed in these terms.

### 3 CONTRACT

#### 3.1 Preconditions of the Contract

(1) The conclusion of the Contract requires that the Customer:

- (i) is at least 21 years of age;
- (ii) has legal capacity;
- (iii) has obtained a credit decision approved by Drivalia; and
- (iv) has a valid driving license needed to operate the Vehicle.

(2) If the Customer e.g. has a payment default entry in the credit information register, the credit decision will be negative and the order of the Vehicle rejected.

### 3.2 Contents of the Contract

(1) The Vehicle and its accessories, the Contract Period, the Contractual Mileage and the Lease Instalment are specified in the Contract.

(2) Drivalia orders the Vehicle specified in the Contract and delivers it to the Customer in accordance with Section 4. Drivalia orders the Vehicle from a Partner of its choice.

(3) The Customer may cancel the order prior to the delivery of the Vehicle by paying to Drivalia all costs caused by the cancellation.

### 3.3 Contract Period

(1) The Contract Period is agreed in the Contract. The Contract enters into force upon signature and the Contract Period commences when the Vehicle is delivered to the Customer and ends on the date specified in the Contract, unless ended earlier in accordance with these Terms.

(2) The Customer may end the Contract before the expiration of the Contract Period in accordance with Section 7.2(1).

(3) The Customer may extend the validity of the Contract for up to three (3) months under the same conditions by giving written notice before the end of the Contract Period. If the Contract is extended beyond this period, Drivalia may require a new Contract to be concluded and the Lease Instalment and the charges related to the Services to be revised.

### 3.4 Registration

(1) When the Contract has entered into force, Drivalia acquires the Vehicle, the dealership registers Drivalia as the owner of the Vehicle and the Customer as the first holder and Drivalia leases the Vehicle to the Customer.

(2) The Customer undertakes to accept the Vehicle for rent when the Vehicle is registered and thus available for delivery to the Customer. Drivalia will notify the delivery date in advance to the Customer.

(3) Drivalia will, at the request of the Customer, make possible changes to the registration. Such changes are charged in accordance with the Price List.

### 3.5 Contractual Mileage

(1) The Contractual Mileage for the Contract Period is agreed in the Contract.

(2) Drivalia may at its own expense inspect the condition and the mileage of the Vehicle at any time during the validity of the Contract.

### 3.6 Insurance

(1) The Vehicle must be insured with motor liability insurance and a comprehensive casco insurance<sup>1</sup> with a maximum deductible of 500 € and with Drivalia as the beneficiary. Drivalia has upon the occurrence of an incident a right to claim the insurance compensation and damages in place of the Customer and to therefrom set-off any receivables based on the Contract from the Customer.

(2) The Customer and Drivalia will agree in the Contract whether the insurance is included in the Contract or whether the Customer undertakes to obtain the required insurance separately by itself.

(3) If the insurance (motor liability insurance and casco) is included in the Contract, Drivalia acquires the insurance from an insurance company selected by Drivalia. In such case

Drivalia is responsible for insuring the Vehicle and invoices the insurance premium from the Customer in connection with the invoicing of the Lease Instalment.

(4) More specific information on the insurance, such as the coverage, compensations, limitations and extent of geographical coverage is available in the insurance brochure and insurance terms available for insurance taken through Drivalia at Drivalia's [website](#) and from the customer service. The Customer must carefully review the content of the insurance before the delivery of the Vehicle.

(5) The insurance terms of the insurance company valid from time to time apply to the insurance. Drivalia reserves the right to change the invoiced insurance payment in line with the changes imposed by the insurance company. The insurance has no bonus right nor is any discount granted based on the Vehicle being decommissioned, payment method, agreement or for any other reason.

(6) If the Customer takes the insurance for the Vehicle by itself, the Customer is responsible for the insurance, its validity and the payment of all payments relating to the insurance directly to the insurance company. The Customer must provide an insurance certificate to Drivalia before the delivery of the Vehicle, from which the coverage of the insurance obtained by the Customer can be identified. The insurance of the Vehicle must be valid through the validity of the Contract.

(7) The Customer must notify Drivalia in writing of any possible changes to the insurance the Customer has taken itself at least thirty (30) days before the entry into force of such changes. If the Customer neglects this notification obligation and changes the insurance coverage of the Vehicle so that it deviates from the requirements of Section 3.6, Drivalia may terminate the Contract early and immediately in accordance with Section 7.2.

(8) The Customer is liable towards third parties for all personal and property damage that the use of the Vehicle may cause, and which is not compensated by the insurance of the Vehicle.

### 3.7 Distance Selling and Right of Withdrawal

(1) If the Contract is concluded through the online store, Drivalia sends a confirmation of the content of the Contract to the e-mail address provided by the Customer as soon as the Contract has been signed and the Customer's credit information and other information provided by the Customer has been duly verified and approved.

(2) The confirmation is deemed as received when sent to Customer by Drivalia. These terms and the signed Contract are attached to the confirmation.

(3) If the Contract is concluded through the online store, the Customer has a fourteen (14) day right of withdrawal, calculated from the time of signing of the Contract, during which the Customer may withdraw from the Contract without charge. Drivalia reserves the right to cancel the Contract without any liability if the Vehicle is no longer available from the dealership or importer. In such case Drivalia notifies the Customer within fourteen (14) days of the conclusion of the Contract.

(4) To exercise the right of withdrawal, the Customer must notify Drivalia in writing (by mail or e-mail) of the withdrawal. The notice must include the necessary details of the order (order date, make and model of the Vehicle) as well as the Customer's name and address.

(5) If the last day to exercise the right of withdrawal falls on a Saturday or a public holiday, the Customer may still send

<sup>1</sup> Full Casco insurance including at least collision, moose, fire, theft, vandalism and leasing cover. Leasing Cover is an additional part of vehicle insurance, which covers damage that otherwise would be the responsibility of the Customer due to for example the intentional act or gross negligence of the driver.

the withdrawal notice by mail or e-mail on the first following working day. Drivalia notifies the Customer of the receipt of the withdrawal notice by e-mail to the e-mail address provided by Customer. The Customer loses the right of withdrawal, and the Contract remains valid, if the notice of withdrawal is not given in time.

#### **4 DELIVERY**

(1) Drivalia and the Customer agree separately in writing if the Customer retrieves the Vehicle from elsewhere than the dealership that supplied the Vehicle. The Customer must retrieve the Vehicle on the agreed pick-up date. The Customer must notify the dealership immediately if it is not able to pick up the Vehicle, otherwise Drivalia has the right to cancel the Contract.

(2) The dealership is solely responsible for the delivery of the Vehicle and any possible delay thereof. The Customer must make all remarks regarding the Vehicle prior to the delivery, and the Customer must not take the Vehicle into use if it does not correspond to the order. The taking into use of the Vehicle is deemed as Customer's acceptance of the Vehicle as delivered.

(3) If the Customer notices defects in the Vehicle or its delivery, the Customer must immediately notify Drivalia and at Customer's expense make a claim in Customer's own name directly to the Vehicle's seller, importer, manufacturer or to any other party whom the Customer considers to be liable for the defects. Drivalia will advise Customer in such situations. However, Drivalia also has the right to make claims in its own name in its discretion. If Drivalia uses its right to make claims and it turns out that the Vehicle has a defect for which the seller, importer, manufacturer, or any other third party is liable, Drivalia undertakes to forward to the Customer any compensation received for any repair and maintenance work if the Customer has paid for such work itself. Drivalia also reserves the right to replace the Customer's Vehicle with a new similar Vehicle.

#### **5 USE OF THE VEHICLE**

##### **5.1 Use and Maintenance**

(1) The Customer has the right to use the Vehicle for the duration of the Contract. The Vehicle may be operated only by persons designated by the Customer, who must comply with local laws and regulations when using the Vehicle.

(2) The Customer is responsible for the Vehicle's daily care, maintenance and repair of the Vehicle and in addition to complying with the instructions for the use of the Vehicle, the Customer must handle the Vehicle with normal care. This includes for example checking the amount of oil and coolant, tire condition and pressure and washing of the Vehicle regularly.

(3) The Customer is responsible for the Vehicle and for its use for the Vehicle's primary purpose in accordance with the Vehicle's terms of use and warranty. The Customer is responsible for ensuring that any other persons who may be driving the Vehicle have a valid driving license needed for the operation of the Vehicle. The Customer is obliged to inform any other drivers of the contents of the Contract. The Customer may not transfer the responsibilities and obligations of the Contract to any other persons.

(4) The Vehicle may not, without the prior written approval of Drivalia, be taken outside the Nordic countries or Estonia, or be used for racing, driving instruction, taxi, distribution, or other similar purposes that may decrease the value of the Vehicle. The Customer may not alter the Vehicle structurally or in any manner that may affect its taxation.

(5) Drivalia has the right to terminate the Contract, take possession of the Vehicle and charge the Customer for any costs and losses incurred in this respect, if the Customer fails

to maintain and service the Vehicle or if the Vehicle is used in a manner contrary to the Contract.

##### **5.2 Service and Repairs**

(1) The Customer must, by itself, have the Vehicle serviced in accordance with the service manual of the Vehicle or the instructions of the Vehicle's information display and must ensure that the Vehicle is in good condition and complies with the applicable laws and regulations.

(2) The Customer schedules the service through the booking system used by Drivalia from time to time. The Lease Instalment includes the service and repair fees negotiated with the Partners.

(3) The Customer books the replacement vehicle him-/herself through Drivalia's booking system when booking a periodic service. The Customer is liable for the replacement vehicle and for any damage caused to it in accordance with the applicable replacement vehicle rental terms and conditions.

(4) The Customer is not reimbursed for any days of service or repair of the Vehicle in respect of the Lease Instalment.

(5) In case of repairs other than periodic service or warranty repairs, the Customer must notify Drivalia before the repair is carried out.

(6) With the exception of general software updates and repair procedures of the manufacturer of the Vehicle, any changes to software programs or technical modifications to the Vehicle after the delivery of the Vehicle that affect the engine power or performance are prohibited. The Customer is fully responsible for the costs of removing such modifications prior to the end of the Contract and for the costs of repairing any damage caused by such modifications regardless of when or how the damage occurs.

##### **5.3 Inspections of the Vehicle**

(1) The Customer must have the Vehicle inspected as required by the law using the inspection services of Partners.

(2) The Customer is responsible for all costs arising from the inspections, with the exception of the inspection fee, exhaust gas measurements and normal repairs such as the replacement of brake pads.

(3) If the Customer has installed parts or equipment in the Vehicle that has not been modification inspected and included in the Contract, Drivalia will not reimburse the Customer for any modification or repair costs incurred by the Customer in connection with the inspection.

(4) If the Vehicle is returned to Drivalia under a driving ban due to the lack of inspection, Drivalia is entitled to charge the Customer a separate service fee in accordance with the Price List for the inspection.

##### **5.4 Damage**

(1) If the Vehicle is damaged, the Customer makes a damage report and submit it to Drivalia and the insurance company prior to commencing any repair. The Customer must have any damage to the Vehicle repaired without delay using a repair shop approved by Drivalia and the insurance company. The repair shop may not commence the repair work before a representative of the insurance company has inspected the Vehicle and authorized the invoicing. The Customer pays the charges invoiced by Drivalia, even if the Customer would not be able to use the Vehicle during the repair.

(2) All damage must be repaired immediately and always before the end of the Contract.

(3) The police must also be informed immediately of any crime, traffic accident or injury to persons or animals that has occurred in connection with the Vehicle. The police may give further instructions on when to start any repair work.

(4) The Customer is responsible for the deductible and in full for any damage not covered by insurance.

(5) Where the Vehicle is lost or the damage is so extensive that the insurance company redeems the Vehicle, or the Vehicle otherwise may not be repaired, the Contract is deemed to have ended upon the redemption decision of the insurance company. Any replacement Contract for a new Vehicle is made in accordance with the then-current terms and at the then-current prices.

(6) Drivalia reserves the right to charge the Customer for direct losses and costs incurred in connection with the redemption, up to the amount calculated in accordance with Section 7.2(3).

(7) Drivalia charges the Customer for all possible replacement vehicle costs during the repair, which are not covered by the insurance of the Vehicle, in accordance with actual use and costs incurred.

(8) Any towing of the Vehicle is handled in accordance with the applicable Vehicle insurance terms and conditions.

## 6 CHARGES

### 6.1 Lease Instalment

The Contract specifies the monthly Lease Instalment paid by the Customer for the Operating Leasing during the validity of the Contract. The Lease Instalment covers the cost of the Operating Leasing included in the Contractual Mileage as specified in Section 2 regardless of their actual incurred amount.

### 6.2 Insurance premium

Drivalia invoices the insurance premium for the insurance it has taken for the Vehicle in accordance with the Contract based on the insurance policy in connection with the invoicing of the Lease Instalment.

### 6.3 Separately Charged Costs

(1) All costs not included in the Services but related to the Vehicle are processed as Separately Charged Costs. Drivalia invoices the Separately Charged Costs from the Customer on a separate invoice when they have incurred based on the invoice provided to Drivalia by a third party or the Price List.

(2) Drivalia has the right to charge the applicable fees for the processing of the Separately Charged Costs as specified in the Price List from time to time. The Customer is liable for all Separately Charged Costs incurred prior to the effective end of the Contract, regardless of when they are invoiced.

(3) The Customer understands that the exact amount of the Separately Charged Costs does not depend on Drivalia, but on the Customer's own choices and acts or changes imposed by the authorities and may therefore not be predicted by Drivalia at the time of conclusion of the Contract.

(4) If, for any reason, Drivalia has to pay any payments that are the Customer's responsibility based on the Contract, the Customer must reimburse such costs incurred without delay upon Drivalia's request.

### 6.4 Prepayment

The Customer must pay any prepayment possibly required by Drivalia before the Vehicle may be delivered to the Customer. The prepayment is not considered a security deposit or rent guarantee but will reduce the normal Lease Instalment accordingly and Drivalia will not return the prepayment upon expiration of the Contract even if the Contract terminates early.

### 6.5 Changes

- (1) Drivalia has a right to adjust the Lease Instalment, if
- (i) the recommended retail price of the Vehicle, its delivery costs, accessory prices or Service charges change between the order date and the delivery date or if there is a change at any time before the delivery of the Vehicle

or during the Contract Period in taxes or similar charges imposed by the authorities; or

- (ii) the actual usage during the validity of the Contract gives a reason to assume, that the actual mileage upon the end of the Contract will materially (+10 % or + 10.000 km) exceed the Contractual Mileage.

(2) Drivalia notifies the Customer of any occurred changes in writing.

(3) The Customer must notify Drivalia without delay if the Customer's mileage will apparently result in the Contractual Mileage being exceeded as described above.

(4) If the Customer notices during the Contract Period that the mileage driven with the Vehicle will be less than what is specified in the Contract, the Customer may notify Drivalia thereof, in which case the Lease Instalment and the Contractual Mileage may be adjusted for the remaining Contract Period to reflect the changed circumstances. Such notice must be made to Drivalia no later than six (6) months prior to the expiration of the Contract Period.

(5) If the Price List changes during the Contract Period, Drivalia will notify the Customer to the email address provided by the Customer.

(6) If the insurance has been obtained through Drivalia and the insurance company changes the insurance premium, Drivalia may change the insurance premium invoiced together with the Lease Instalment accordingly.

### 6.6 Value Added Tax

Amounts invoiced by Drivalia will include value added tax as applicable at the time.

### 6.7 Payment Terms

(1) Drivalia invoices the Lease Instalment from Customer in advance for each calendar month in the middle of the preceding calendar month, with the first invoice from the beginning of the Contract to the end of the following calendar month. The payment term is fourteen (14) days.

(2) If the Customer has not paid a payment invoiced by Drivalia in accordance with the Contract, such as prepayment, Lease Instalment, insurance premium or other payment payable by the Customer in accordance with the Contract by the due date, the Customer must pay delay interest from the due date and compensate any collection costs incurred by Drivalia.

(3) Interest on late payment is determined in accordance with Section 4 of the Finnish Interest Act (633/1982) and the rate is seven (7) percentage points higher than the reference rate informed by the Bank of Finland.

### 6.8 Payment Default Entry

(1) Drivalia has the right to report the Customer's payment default for registration to the credit information register of Suomen Asiakastieto Oy or to a similar register in accordance with the Act on Credit Information (527/07) (*Luottotietolaki*) when the payment has been delayed at least 60 days from the original due date, unless Drivalia and the Customer have concluded a new payment agreement after the original due date.

(2) Drivalia must send to the Customer a request for repayment at least twenty-one (21) days prior to reporting the default to the credit information register, in which the threat of the report and payment default entry is mentioned. A payment default entry may make it more difficult to obtain credit in the future.

## 7 END OF THE CONTRACT

### 7.1 Payment obligation

(1) The obligation of the Customer to continue the payment of the Lease Instalment, insurance premium, vehicle tax and tax on driving power will continue until the end of the Contract Period specified in the Contract and even after that until the

Vehicle has been returned to Drivalia and the actions specified in Section 7.5 have been completed, including the repairs of a Vehicle returned damaged or faulty.

(2) The Customer must, in connection with the end of the Contract, pay for any missing accessories, any costs for performed repairs of the Vehicle and possible deductible amounts for the insurance, even after the end of the Contract in accordance with Section 7.5(5).

(3) Drivalia charges the Customer the over-mileage charge as specified in the Contract, to the extent the actual mileage driven with the Vehicle exceeds the Paid Mileage by more than five hundred (500) kilometers at the end of the Contract<sup>2</sup>.

(4) If the insurance has not been agreed to be included in the Contract, but the Customer has taken the insurance required by Section 3.6(1) itself, the Customer is responsible for terminating such insurance policies and for any related payments even after the end of the Contract.

## 7.2 Early Ending of the Contract

(1) If the Customer wants to end the Contract before the end of the Contract Period, it may do so by notifying about it thirty (30) days in advance and by returning the Vehicle to a location directed by Drivalia in accordance with the return instructions valid at the time.

(2) Where the Contract ends earlier than thirty (30) days prior to the expiration of the Contract Period, after termination by Drivalia based on Section 7.3 or due to another reason attributable to the Customer or based on Section 5.4(5), the Customer must pay the Lease Instalment and insurance premium until the end of the calendar month during which the Contract has ended.

(3) In addition, Drivalia charges the Customer thirty-five percent (35 %) of the remaining Lease Instalments of the ended Contract, however not less than an amount equal to the Lease Instalments of three (3) months.

## 7.3 Termination of the Contract

(1) Drivalia has the right to terminate the Contract, take the Vehicle into its possession and charge the Customer for the costs and losses incurred for the following reasons:

- (i) the Customer has failed to make the prepayment specified in Section 6.4 or failed to pay two (2) Lease Instalments and ten (10) days have elapsed from the expiration of the latter;
- (ii) the Customer has neglected the care and maintenance of the Vehicle, the notification obligation regarding over-mileage defined in Section 6.5 or the fulfillment of other obligations under the Contract or if the Vehicle is used in violation of the Contract;
- (iii) a payment default entry is made to the Customer's credit information, the Customer applies for debt adjustment of a private individual, is declared bankrupt or is otherwise declared incapable of meeting contractual obligations, unless the Customer provides an acceptable security or guarantee for the fulfillment of the Contract;
- (iv) the Customer has failed to obtain or terminated the insurances required for the Vehicle in these Terms, or the

insurance company has terminated the Vehicle's insurances due to Customer's payment defaults; or

(v) the Customer otherwise materially breaches the Contract or these Terms.

(2) Drivalia has the right to transfer any delayed payments to be collected by an external debt collection agency, in which case the Customer is fully responsible for the collection costs incurred.

## 7.4 Social Force Majeure

If Drivalia terminates the Contract due to Customer's payment difficulties, which the Customer has incurred due to illness, unemployment, or another special circumstance mainly outside the Customer's control, the additional charges set out in Section 7.2(3) of these Terms may be adjusted. It is the Customer's responsibility to prove the existence of the social force majeure and to provide Drivalia with a written statement regarding the reasons for the situation and that the Customer has unsuccessfully sought to remedy the situation.

## 7.5 Actions upon the End of the Contract

(1) When the Contract ends for any other reason than redemption under Section 5.4(5), the Customer must reserve a time for returning the Vehicle<sup>3</sup> and deliver the Vehicle together with its accessories<sup>4</sup> to a return point specified by Drivalia.

(2) If the Customer does not return the Vehicle upon the end of the Contract or at the latest on the following workday, Drivalia has the right to itself or with the help of authorities take possession of the Vehicle and charge the costs associated with the repossession from the Customer.

(3) The Customer is responsible for the removal of any accessories, advertisements or taping not included in the Contract and for repairing any damage so that the Vehicle corresponds to the Fair Wear and Tear at the end of the Contract.

(4) Drivalia has the right to charge the Customer for the cleaning costs of a Vehicle returned dirty.

(5) In connection with the return, an inspection of the condition of the Vehicle and its accessories is performed, of which a written inspection report will be delivered to the Customer upon request. Drivalia invoices any missing accessories detected during the inspection, the estimated cost of any other repairs than those caused by Fair Wear and Tear as well as any applicable deductibles of the insurances from the Customer.

(6) Drivalia may at its discretion remove any remaining accessories not included in the Contract at the expense of the Customer and Drivalia is not responsible for returning them to the Customer or for crediting the purchase costs of such accessories if these remain in the Vehicle.

(7) Drivalia is not responsible for any property left in the Vehicle upon return.

## 8 OTHER TERMS

### 8.1 Creditworthiness and Identification

(1) Drivalia has the right to verify the personal information of the Customer and to acquire the required credit information

<sup>2</sup> If the actual mileage at the end of the Contract exceeds the Paid Mileage by at least 500 kilometers, the Customer will be charged the over-mileage charge specified in the Contract (€/km) from the first kilometer that exceeds the Paid Mileage. **Example:** 36 months Contract with 90.000 Contractual Mileage (2.500 km/month) and 0,15 €/km over-mileage charge ends 40 months after the entry into force of the Contract with actual mileage of 110.000 km (2.750 km/month). The actual mileage at the end exceeds the Paid Mileage (2.500 km × 40 months = 100.000 km) by 10.000 kilometers (110.000 – 100.000 = 10.000), in which case the Customer will be charged over-mileage charge of 1.500 € (10.000 km × 0.15 €/km = 1.500 €).

<sup>3</sup> In connection with a return without reservation Drivalia cannot guarantee to the Customer that the return can be processed within the day of the return.

<sup>4</sup> The home charging device with fixed installation possibly included in the Contract does not need to be returned at the end of the Contract but it is processed in accordance with the service description of the charging service.

as referred to in the Finnish Act on Credit Information (527/07) (*Luottotietolaki*) in order to assess the creditworthiness of the Customer.

(2) If necessary, Drivalia also has the right to identify the Customer in accordance with the Act on Preventing Money Laundering and Terrorist Financing (444/2017) (*Laki rahanpesun ja terrorismin rahoittamisen estämisestä*) or with any other applicable legislation, and not to conclude the Contract or terminate the Contract early if the Customer is not identifiable, is listed on a sanctions list, is suspected of trading in prohibited goods or services, is suspected of being linked to serious crimes or if business transactions with the Customer are otherwise prohibited or contrary to good practice.

(3) If Drivalia at any time notices that the creditworthiness of the Customer has materially decreased from the time of entering into the Contract, Drivalia has at its discretion the right to immediately use the right to terminate the Contract under Section 7.3 or require additional security from the Customer for the fulfilment of its obligations under the Contract.

## 8.2 Assignment of Rights

(1) The Customer has no right to assign the Contract to any third party without the written permission of Drivalia. The Vehicle may not be sublet.

(2) Drivalia has the right to assign or pledge the Contract with all related rights to a third party, who in turn has the right to further assign them. If Drivalia exercises its right and the assignee notifies the Customer thereof, the Customer must pay all payments arising from the Contract to the assignee.

## 8.3 Data Protection

(1) As the data controller, Drivalia takes care of the proper processing and storage of the Customer's personal data. Personal data is processed, among other things, for the purposes of concluding Contracts, making credit decisions, and providing the Services. When processing personal data, the data protection legislation in force from time to time is always complied with, including the EU General Data Protection Regulation (2016/679).

(2) The Customer may at any time object to the processing of his/her personal data, when Drivalia uses the data for marketing or statistical purposes. In certain situations, the Customer also has the right to object to processing performed on the basis of Drivalia's legitimate interest. Further information on the collection, processing and transfers of personal data as well on the Customer's rights regarding personal data is provided in the Drivalia [privacy statement](#).

(3) Drivalia may send customer service messages to the e-mail address or mobile phone number provided by the Customer. Drivalia will however send electronic direct marketing to the Customer only if the Customer has expressly consented to it in advance.

(4) Customer service messages are related to the Customer's order, Contract, or delivery of the Vehicle. Electronic messages related to customer service and the delivery of the Vehicle will be sent even if the Customer has not expressly consented to electronic direct marketing. By accepting these Terms, the Customer also agrees to the sending of customer service messages.

(5) The Customer must notify Drivalia without delay if the home address, telephone number or e-mail address provided in connection with the conclusion of the Contract changes.

## 8.4 Force Majeure

(1) A party is deemed exempted from fulfilling a contractual obligation by an unusual event beyond its control preventing

the performance of such contractual obligation, which the party could not have taken into account when concluding the contract and the effects of which cannot be prevented in advance without unreasonable additional costs or loss of time.

(2) A delay by a Partner or another subcontractor of Drivalia is deemed as such grounds for exemption only if it is caused by an abovementioned event and if Drivalia cannot acquire such subcontracting from another source without unreasonable additional costs or loss of time.

(3) The party invoking this Section must immediately inform the other party of the occurrence of a force majeure event, its estimated duration, effects and termination and must at its own cost use reasonable efforts to circumvent the obstruction and to minimize the adverse effects caused to the other party.

## 8.5 Distraint and Similar Measures

(1) If the Vehicle is subjected to or attempted to be subjected to distraint or seizure or sale in accordance with the applicable law (688/88) (*Laki elinkeinonharjoittajan oikeudesta myydä noutamatta jätetty esine*), the Customer must immediately notify Drivalia thereof.

(2) In the abovementioned situations, or if the Customer files or is filed for bankruptcy, or if the Customer applies for debt adjustment, the Customer must present the signed Contract or a confirmation of the contents of the Contract provided by Drivalia, to the creditors or the enforcement officer as proof of Drivalia's title to the Vehicle.

## 8.6 Limitation of Liability

(1) Drivalia must compensate the Customer for the damage caused if the Customer is unable to use the Service. However, any compensation for consequential or indirect damage requires Drivalia's negligence.

(2) Drivalia is not liable for any indirect or consequential damage and Drivalia's liability for any damages possibly incurred in connection with the provision of Services must not exceed the amount corresponding to the Lease Instalments of the respective Contract during three (3) months preceding the event leading to the damage. The limitation of liability does not apply to damage caused intentionally or through gross negligence or breach of confidentiality.

(3) Drivalia is not liable for any damage caused to the Vehicle by acts or omissions of Partners or other third parties.

## 8.7 Handling of Disputes

(1) The Contract is governed by the laws of Finland. Disputes arising from the Contract will be primarily resolved through negotiations. Should the parties fail to reach an amicable settlement, then the dispute will be settled at the Espoo District Court.

(2) The Customer's claim based on consumer protection legislation may also be heard by the district court in whose jurisdiction the Customer is domiciled or resides.

(3) The Customer may also refer the dispute to be resolved by the Consumer Disputes Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)) either directly or through the online dispute resolution platform of the European Commission:

<https://ec.europa.eu/consumers/odr/>

(4) The e-mail address of Drivalia required for the process is: [asiakaspalvelu@Drivalia.com](mailto:asiakaspalvelu@Drivalia.com)

(5) Prior to referring the matter to the Consumer Disputes Board, it is advised that Customer contacts the Consumer Advisory Services of the Finnish Competition and Consumer Authority: <https://www.kkv.fi/en/consumer-affairs/consumer-advisory-services/>