

## **TERMS OF USE OF THE MASINADESCHIMB.RO WEBSITE**

Please carefully read these Terms of Use which apply to your use of the masinadeschimb.ro website.

The masinadeschimb.ro website is the property of Touring Rent Auto SRL ("Enterprise Romania").

### **1. Scope / Services offered by Enterprise / Data protection**

1.1. This site is provided free of charge by Touring Rent Auto SRL ("Enterprise Romania") for the benefit of its affiliates and licensors/franchisors operating Enterprise Rent-A-Car System worldwide.

1.2. The services offered by this site are, among others:

a) Providing the options to use the Site in accordance with these Terms of Use.

b) Providing information about services offered, available vehicles, pick-up locations, rental rates and current special offers for car rentals in the countries in which Enterprise and its affiliates or franchisors operate.

c) Allows customers to complete reservation requests for vehicle rentals.

1.3. Enterprise Romania intends to maintain the website permanently. However, users may not derive any right to future use of the website from this. If Enterprise Romania intends to close the website, Enterprise Romania will inform the user in advance by posting the relevant information on the website.

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

1.5. Enterprise Romania does not guarantee in any way the availability of the website, neither temporarily nor geographically. Enterprise Romania may temporarily reduce the usability of the website, the individual functions, and the availability of information if there are sufficient legal or technical reasons for this measure. Technical reasons include, among others, maintenance work, basic software updates and maintaining the security or integrity of the website.

1.6 The collection and use of personal data in conjunction with the use of the website is described in the Privacy Policy (<https://masinadeschimb.ro/docs/politica-confidentialitate.pdf>) which is available on the website.

### **2. Booking requests**

2.1. This website is purely an information and booking service. It does not offer the possibility to conclude rental contracts. Rental contracts are concluded exclusively at Enterprise Romania's and their franchisors' points of work. The addresses and contact details of the work points are available on this website.

2.2. The website can offer the user two booking options:

1) if available, pre-paid booking: a compulsory booking subject to the Terms and Conditions of Payment;  
or

2) non-mandatory reservation requests. Except in the case of a prepaid reservation, either party may cancel any reservation request, whether the reservation request has been confirmed, for any reason or no reason, at its own discretion and without liability to the other party.

### 3. User account

3.1. The user does not need to register to use the website, the available information and the reservation requests or prepaid reservations.

### 4. User obligations and consequences of breach of the terms of use

4.1. The Website and the database may only be used in the manner provided by Enterprise Romania. In particular, the information can only be viewed on the Enterprise Romania websites using an Internet browser.

#### 4.2. Not allowed:

(a) send or make accessible any virus or other malicious software.

b) take any action that could negatively impact or damage the process or functionality of Enterprise's websites or other users' computer systems.

c) circumvent or render ineffective any functions (e.g., search forms) of the site or otherwise interfere with the Enterprise site.

d) take actions that could lead to overloading the infrastructure of the Enterprise Romania websites.

e) block, overwrite or modify content generated by Enterprise Romania.

f) use automated functions (e.g. algorithms, machines) to search for vehicles or to obtain vehicle rental quotes.

g) collect or acquire by any other means and store information about other users without their consent, in particular e-mail addresses; and

h) gain unauthorised access to networks.

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

- issue a formal warning to the user.

- temporarily limit or block the user's access to the site.

- permanently block and delete the user's access.

### 5. Intellectual property of Enterprise

5.1. The content, structure, and layout of this website, as well as the program code are owned by Enterprise Romania. All intellectual property rights (e.g. trademarks and copyrights, database rights) are owned by Enterprise Romania.

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

5.3. Any use beyond these, editing, copying, broadcasting or other publication, is not permitted without the prior written consent of Enterprise Romania, obtained from [customercare@enterprise.ro](mailto:customercare@enterprise.ro).

5.4. If you believe that materials posted on the site infringe intellectual property rights, please contact Enterprise Romania at [customercare@enterprise.ro](mailto:customercare@enterprise.ro). Please include:

(1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other proprietary interest.

(2) a description of the copyrighted work or other subject matter that you claim has been infringed.

(3) a description of where the material is located on the site.

(4) your address, telephone number, and e-mail address.

(5) your statement that you have a good faith belief that the disputed use is not authorized by the author's or other owner's interest, agent, or the law; and

(6) your statement, made under penalty of perjury, that the information in your notice is accurate and that you are the owner of the copyright or other interest or are authorized to act on the owner's behalf.

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

## 6. Limitation of Liability

6.1. The Website provides links to websites of companies affiliated with Enterprise Romania and other third parties. Enterprise Romania assumes no responsibility for the information provided under these links or for the nature, safety or legality of the services provided there.

6.2. Enterprise Romania is not responsible for any advertisements and information provided by Enterprise Romania partners and third parties.

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

6.4. Enterprise is liable for simple acts of negligence only in cases of injury to life, limb, or health or in case of breach of significant contractual obligations. In case of breach of significant contractual obligations, Enterprise Romania's liability is limited to the anticipated damages typical for such contracts. A significant contractual obligation is an obligation whose fulfilment is a precondition for the achievement of the purpose intended by the conclusion of the contract and whose fulfilment can be regularly expected by the user.

6.5. Enterprise Romania is not responsible in case of force majeure, especially not for interruptions without damage in the cable network.

6.6. Enterprise Romania is only liable for loss of data, to the extent provided for in sections 6.3 and 6.4 above if the loss of data could not have been prevented by adequate security measures on the part of the user.

6.7. The above limitations of liability shall also apply accordingly to legal representatives and agents of Enterprise Romania.

## 7. Cancellation/Waiver Clause

7.1. If individual provisions of these Terms of Use are invalid or become invalid, this shall not affect the validity of the remaining provisions. The failure of Enterprise Romania to enforce any provision of these Terms of Use shall not constitute a waiver of that or any other provision.

## 8. Applicable law

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

8.2. If you have any questions about these Terms of Use, please contact us at [customer-care@enterprise.ro](mailto:customer-care@enterprise.ro).

8.3. The European Commission's online dispute resolution platform can be accessed here: <http://ec.europa.eu/consumers/odr/>.

Enterprise does not participate in the alternative dispute resolution procedure.