

Rentle Terms and Conditions

10.7.2020

These Terms and Conditions ("Agreement") govern the use of the Rentle services ("Rentle Services") as provided by Rentle Oy to the customer organization or company hereby taking Rentle Services to use ("Customer"), unless not explicitly otherwise agreed by the Parties.

Rentle Contact Details

Rentle Oy
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1. Purpose and Background

Rentle is a SaaS-based platform designed for companies providing end customers ("End Customers") with rentals and other transactions of goods or services ("Items"), as well as related contract management and analytics functionalities.

Rentle enables companies to integrate transactions with an unique contracting and deposit mechanism for secure transactions and risk management. Rentle Services can also be used solely for the tracking and management of transactions and for analytics purposes.

2. End Customer Terms

Customer will be responsible for including their own End Customer terms and privacy policy ("End Customer Terms") into the Rentle Services as enabled by Rentle.

Customer will ensure that such terms are compliant with applicable local laws and regulatory requirements, including data protection and (where applicable) consumer protection laws.

For the avoidance of doubt, Rentle will not be party to the agreements made between Customer and End Customer.

3. Restrictions regarding Use of Rentle

When using Rentle Services, the Customer undertakes:

- a. to ensure that the activities Customer uses Rentle Services for are compliant with applicable local laws and regulatory requirements;
- b. not to charge End Customer for any additional costs or fees relating to the Items other than those submitted via Rentle Services and specified in the End Customer Terms;
- c. not to rent or sell Items other than those disclosed by Customer in connection with this Agreement. Specifically Customer undertakes not to use the Rentle Services for any transactions relating to Items that are illegal, inappropriate or dangerous, including but not limited to weapons, toxic, flammable or hazardous substances, drugs or pharmaceutical goods, living animals, adult entertainment of any kind, gambling or lottery Items, financial goods and services, counterfeit goods or other similar Items;
- d. to ensure that the rental or sale of items involving copyrighted or other IPR content does not infringe any third party rights or local legislation, including but not limited to copyright or trademark legislation;

- e. where the use of an Item requires a valid license or is subject to legal age requirements, to confirm the existence and validity of such license or confirm the age of the End Customer prior to rental; and
- f. to ensure that the End Customer is provided with adequate instructions and possible safety equipment (e.g. helmet) for the use of the Item.

Rentle further reserves the right to prohibit or refuse the use of the Rentle Services in regard to such Items or in connection with such business activities that, in Rentles opinion or due to restrictions set by payment processing partners of Rentle, are otherwise not suitable or appropriate to be featured in or offered via the Rentle Services.

4. General Customer Obligations

For regulatory and security purposes Customer is required to:

- a. inform Rentle of any changes to their intended use of the Rentle Services or the Items sold or rented via the Rentle Services.
- b. provide accurate information relating to the Items Customer intends to offer via the Rentle Services as well as to provide information regarding the legal form, management or origin of payments and other similar circumstances (and any changes thereof) required for conducting and maintaining a Know Your Customer (KYC) identification and verification process required by payment industry regulations.
- c. adhere to strict data security standards when processing any cardholder data or when operating the Terminal Equipment in accordance with Section 6.

5. Payment and Payment Terms

The applicable pricing and payment model depends on the functionalities (or the combination of functionalities) of the Rentle Services used by Customer as specified below.

The exact pricing is specified in Rentle's price list available at Rentle's website <https://www.rentle.io/pricing>.

Pricing for all Customers

Rentle offers free and paid plans of the Rentle Service. Dependent on the Customer's preferences the pricing for paid plans shall be based:

- a) on a fixed annual fee charged per location (as defined in Rentle Service);
- b) on a percentual fee of the total VAT-inclusive value of sales through the Rentle Service functions that month, as specified in the price list.

Unless agreed otherwise, the payments for these functionalities are invoiced from Customers on a monthly or annual basis depending on the billing plan.

Payment and deposit handling

Where Customer also uses the payment and deposit handling functionalities of Rentle services, Rentle shall be entitled to deduct an additional percentage-based transfer fee from the total (VAT inclusive) sum of transfers of End Customer payments ("Transfer Fee") to the Customer account, as well as a flat rate transaction fee ("Transaction Fee") per each transaction carried out via Rentle

Services. The Transfer Fee and Transaction Fee are deducted directly in connection with the relevant transaction.

General payment terms

Unless specified otherwise, all prices are exclusive of VAT. Such taxes and fees shall be added to the prices and be borne by the Customer.

Payment term for invoices is 14 days net, penalty interest for late payments shall be 10%.

6. Payment Handling

Use of third party payment platforms

The Rentle Services are integrated with the payment processing platform Adyen, which is provided by Adyen N.V (registered in Netherlands under the company number 34259528) ("**Adyen**").

Use of the Rentle Services is subject to Adyen's acceptance of the Customer as a Sub-Merchant of Rentle.

Please note that in addition to this Agreement between Customer and Rentle, additional terms and conditions may be applicable to the direct relationship between Customer and Adyen.

Terminal Equipment

Customer may purchase terminal equipment for the use of the Rentle Services ("Terminal Equipment"). Ownership to such Terminal Equipment will in all cases be transferred to Customer by Adyen, regardless of whether provided to Customer via Rentle or whether purchased directly from Adyen.

Payment Security

Rentle shall, in accordance with all applicable PCI DSS requirements, be responsible for the security of Customer's cardholder data to the extent it is stored, possessed or transmitted by Rentle in connection with Customer's use of the Rentle Services, or to the extent Rentle can impact the security of the Customer's cardholder data environment.

To ensure the secure processing of Customer's cardholder data, Rentle has engaged credible third party service providers.

Where Customer is provided with Terminal Equipment for the use to Rentle Services, Customer however explicitly acknowledges and agrees that:

- a. no external or third party equipment may be integrated with such Terminal Equipment;
- b. regardless of any general payment security guidelines or recommendations provided by Rentle to Customer, Customer, not Rentle, is solely responsible for the operating of the Terminal Equipment and the management and regular monitoring of any related security threats or risks, including the prevention of any cases of substitution or tampering.

7. Third Party Integrations and Functionalities

Certain functionalities of the Rentle Services may be provided by or integrated with services provided by third party service providers.

For the avoidance of doubt, all third party functionalities, interfaces and integrations relating to the Rentle Services are provided on an "as is" basis.

8. Confidentiality

Neither Party shall disclose to third parties any material or information received from the other Party and marked as confidential or which should be understood to be confidential, and shall not use such material or information for any other purposes than those stated in this Agreement.

The confidentiality obligation shall, however, not be applied to material and information which is generally available or otherwise public, or which a Party is obligated to disclose due to applicable mandatory laws, public authority regulations or court orders.

9. Intellectual Property Rights

Rentle grants Customer a limited, non-exclusive, revocable right to use the Rentle Services subject to these terms during the term of this Agreement.

All Intellectual Property Rights in or related to the Rentle Services and thereto related documentation and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property of Rentle and/or its subcontractors/licensors.

10. Analytics Data

Rentle shall have the right to collect anonymous statistical data ("Analytics Data") from the Customer's use of the Services, provided that such Analytics Data cannot be linked to Customer. Analytics Data shall be proprietary to Rentle.

11. No Warranty

The Rentle Services are provided on an "as is" basis, without warranties of any kind, including any warranty of non-infringement, merchantability, or fitness for a particular purpose or business need.

Rentle cannot warrant that the Rentle Services will be uninterrupted or error free.

12. Limitation of Liability

Rentle shall in no case be responsible for any Items or for the content, shortcomings or lack of End Customer Terms.

To the maximum extent permitted by applicable law, Rentle is not liable to Customer for any lost profits, or for indirect or consequential damages. Rentle's total aggregate liability under or in connection with this Agreement shall be limited to the average monthly fees paid by the Customer for the Rentle Services multiplied by 3.

13. Personal Data

Where Rentle processes personal data of the End Customers, such as names, contact details or payment data, on behalf of Customer ("Controller") as a data processor ("Processor"), the Parties agree that:

- a. the Controller acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Users are located in order to provide the Rentle Services and perform the Parties obligations under this Agreement, unless otherwise instructed by Controller. All international transfers of personal data shall comply with requirements set out in applicable laws;
- b. unless otherwise agreed, the Controller authorizes Processor to use subprocessors for the processing of the personal data for the provision and use of the Rentle Services agreed upon;

- c. Processor shall ensure that the Processor employees or other persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- d. Processor assists the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights under applicable law;
- e. Processor reasonably assists the Controller in ensuring compliance with data security obligations set out in applicable laws taking into account the nature of processing and the information available to Processor;
- f. Processor makes available to Controller information necessary to demonstrate compliance with applicable data protection laws;
- g. Processor shall process the personal data only in accordance with the terms of this Agreement and any lawful and documented instructions reasonably given by the Controller from time to time;
- h. each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage ("Breach") to ensure the level of security required under applicable laws and the rights of the data subjects. Rentle shall notify Customer of any discovered Breaches without undue delay; and
- i. all personal data processed by Processor shall be anonymized or deleted upon the expiry or termination of this Agreement, unless otherwise required by applicable law or unless otherwise agreed.

finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The proceedings shall be conducted in the English language. The seat of arbitration shall be Helsinki, Finland.

14. Term and Termination

This Agreement shall enter into force as of the signature or acceptance of this Agreement and is valid until further notice with a mutual notice term of 3 months.

A Party may terminate this Agreement with immediate effect if the other Party substantially breaches the provisions of this Agreement and does not remedy the breach within 14 days after receiving a written request to do so.

The provisions of this Agreement which by their nature reasonably should survive the termination or other expiration of this Agreement shall survive any expiration or termination.

15. Reference Use

Customer agrees that Rentle may use the Customer's name and logo to identify the Customer as a customer of Rentle as part of a general list of Rentle's customers for use and reference in Rentle's promotional and marketing materials while this Agreement is in effect.

16. Amendments

Rentle is entitled to amend this Agreement, including the fees specified in Section 5 by providing the Customer with a prior notice of at least 30 days beforehand. If the Customer does not accept the change made by Rentle, the Customer has the right to terminate the Agreement by notifying Rentle thereof in writing prior to the effective date of such change.

17. Applicable Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Finland, except for its provisions on choice of law.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be