TERMS AND CONDITIONS OF HIRE

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PREAMBLE

Thank you for renting with Europcar!

EUROPCAR IB, S.A. ("Europcar") is a private limited company incorporated in Spain under company number A-28364412 with registered office at *Avenida del Partenón, 16-18, 28042-Madrid*

If you have rented a MyEuropcar product, the MyEuropcar Special Terms and Conditions, available at www.europcar.es, and secondarily these General Rental Terms and Conditions ("T&Cs"), shall apply to you.

In accordance with these T&Cs, Europcar shall have the following obligations:

- to rent a Vehicle (a car or a van or a motorcycle) to You (the person named in the Rental Agreement – as defined below – and who signs it) for the period of time (not exceeding 90 days) that is specified in the Rental Agreement (the "Rental Period") plus any accessories that You wish to rent, which will also be specified in the Rental Agreement.
- to provide You with certain mobility services in all of our rentals and offer You other services that are available at an extra cost.

The contractual relationship between You and Europcar is governed by the following documents:

- The Rental Agreement and its specific conditions (the document You signed at the time of collection or on the first day of rental)
- The booking confirmation email (through which you were informed of your prior booking, if you pre-booked);
- Europcar's General Terms and Conditions for Insurance and Protection
- The Recommended Rates Guide for additional costs and charges;
- These T&Cs which apply to all the aforementioned documents.
- In case of a contradiction between the documents listed above, the terms of the Rental Agreement will prevail over the rest.

1. TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?

The T&Cs shall apply (i) to the person who signs the Rental Agreement, (ii) to the person who provides the corresponding bank card as a guarantee of payment for the Vehicle rental, whether or not they are the holder of the Rental Agreement and (iii) to any authorised driver.

The holder of the bank card provided as a guarantee or payment of the rental shall assume all the costs associated with the Rental Agreement (regardless of whether or not they are the holder of the rental agreement or an authorised driver).
In the event that the booking has been made, prepaid and/or paid for by a third party, other than the Hirer (understood as the person signing the Rental Agreement), and said third party subsequently rejects the charge made by Europcar, Europcar may demand payment of said amount directly from the Hirer (and jointly and severally from the authorised drivers appearing on the Rental Agreement).

All persons identified on the Rental Agreement shall be jointly and severally liable for the payment of any amount due under the agreement.

2. WHO CAN RENT AND WHO CAN DRIVE?

Who can rent?

Anyindividual:

- who is legally capable of entering into an agreement with Europcar and is prepared to accept responsibility for the Vehicle throughout the Rental Period; and
- who has the means of payment that will be accepted by the relevant local Europcar company (see table below) to pay for the Vehicle rental and any associated costs;

Payment method accepted	SPAIN

Payment method accepted	SPAIN
Cash	√
Credit Card* Two credit cards will be required for codes UDAE, IDAE, FFAR, RFAM, LVAR, FMAR, SGAE, UDAR, GDAR, XTAR, GFAR, UFAE, RFAR, RVAM, RVAE, UFAR, XEAF, WFAE, WFAR, RDMR, WVAM belonging to the Selection-Luxury category vehicles. Debit Card either VISA and MASTERCARD	√
Europcar Payment Methods	√
Vouchers	√

- And whoever provides valid and current identification documents as indicated in the table below.

Documents required by Country	SPAIN
Passport or identity Document issued by countries belonging to EU	√
Passport (for citizens of countries not belonging to the EU)	√
Driving licence (mandatory in every case)*	√

[√] Mandatory

*****Please note that in the event that you are required to present an International Driving Licence, you must also present your national driving licence along with it in order for the licence to be valid.

Furthermore, if you are a US or Canadian citizen, please note that you will need a valid International Driving Licence issued in accordance with the model in Annex 10 of the Geneva International Convention, in order to rent with us.

The validity of the various licences listed above is conditional upon them being within their validity period.

Who can drive? (the "Driver")

An authorised Driver of a Vehicle shall be any individual who complies with the following requirements:

- is expressly mentioned and fully identified on the Rental Agreement (and this may also be the Hirer)
- provides a valid driver's licence (in accordance with the provisions of the applicable legislation) and a valid identification document (national ID card or passport);
- holds a valid driver licence (in accordance with applicable law) that is at least one year old and the holder is aged over 21 or 25 years old depending on the category of vehicle as indicated below:

Category of the Vehicle	Spain
Mini	21

Economy	21
Compact	21
Intermediate	21
Standard	21
Truck	21
Premium	25
Luxury	25
7 and 9 Pax.	25

- An additional fee will be charged to drivers between the ages of 21 and 24 (both inclusive), the amount of which is described in our Recommended Rates Guide.

Who cannot drive the Vehicle?

Persons not expressly mentioned / identified on the Rental Agreement are not authorised to drive the Vehicle.

In addition, any person who cannot provide valid identification documents as indicated in this section.

If You allow an unauthorised person to drive the Vehicle then this will be considered a breach of the T&Cs and You will be responsible for any consequences thereof, including being liable to Europcar for the damages caused by You and/or such unauthorised person.

In such circumstances, neither You or the unauthorised driver may be covered by any insurance or protection products offered through Europcar. Only liability insurance (compulsory protection) will apply.

3. WHERE CAN I DRIVE THE VEHICLE?

You may only drive a Vehicle on mainland Spain.

You may drive the Vehicles outside the Spanish mainland territory and in the countries described below (hereinafter, the "Territory"), provided that you have taken out the EMS service or the Cross-border product, the price of which is set out in the Recommended Rates Guide. The authorised countries to which you can have access, provided that you have contracted the EMS service or the Cross-border product, are the following (hereinafter, "Authorised Countries"): Andorra, Austria, Belgium, Czech Republic, Denmark, Finland, France (Mainland), Germany, the territory of Gibraltar, Isle of Great Britain, Italy (Mainland), Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal (Mainland), San Marino, Slovenia, Spain, Sweden, Switzerland, Vatican. In addition, please note that in Italy, San Marino, Vatican and Great Britain you may only drive vehicles with the following codes ACRISS, EBMR, EDMR, CCMR, CDMR, IDMR, SDMR, according to their equivalence in the General Tariff in force. The EMS service o the Cross-border product also entitle you to move and drive the vehicle (i) from Spanish mainland territory to the Balearic Islands (except the island of Formentera and the island of Ibiza) and vice versa, (ii) and between the Balearic Islands (except the island of Formentera and the island of Ibiza), and (iii) also between the Canary Islands. However, neither the EMS service nor the Cross-border product cover the additional charge in the event that you return the vehicle to a Europcar office other than the collection office: if you are returning the vehicle to a different station located in another Authorised Country and/or on another island in the Balearic Islands or the Canary Islands, contracting the EMS service or the Cross-border product is required.

Additionally, the EMS service also allows you to improve, in all Authorised Countries, the roadside assistance cover included in the price of your rental by protecting you in circumstances not covered by the aforementioned roadside assistance service, without additional charge.

EUROPCAR will apply a penalty in the event of driving the vehicle outside mainland Spain:

- ✓ If you drive the vehicle outside mainland Spain and through one of the Authorised Countries and/or on another island in the Balearic Islands or the Canary Islands (except the Island of Formentera and the Island of Ibiza), without having contracted EMS service or the Cross-border product, the 'Cross Border Penalty Authorised Countries' will be applied in the terms included in our Recommended Rates Guide.
- ✓ If you drive the vehicle through countries which are not an Authorised Country (including the Island of Formentera and the Island of Ibiza), taking into account that our vehicles have geolocation systems, if it is detected that you have exceeded the permitted Territory, you will be charged the 'Cross Border Non Authorised Countries' penalty for breach of contract, automatically terminating your rental agreement unless otherwise stated by Europcar, with you having to return the vehicle immediately. In this regard, Europcar reserves the right to take appropriate legal action for the immediate recovery of the vehicle, as well as the collection of the corresponding charge for such breach, the amount of which is described in our Recommended Rates Guide.

The use of commercial vehicles and cargo vans is only permitted on the Spanish mainland. You must have the express authorisation of Europcar if You and/or the Driver wish to drive these commercial vehicles and cargo vans in the Balearic and Canary Islands. You and/or the Driver undertake not to use the commercial vehicles and cargo vans outside the Spanish mainland territory. In the event of non-compliance, Europcar may charge you the "Cross Border Non Authorised Countries Penalty" for driving outside the Spanish mainland territory, in accordance with the amounts established in the Recommended Rates Guide. Your rental agreement will be automatically terminated unless otherwise stated by Europcar, and the commercial vehicle and/or cargo van must be immediately returned. In this case, Europcar reserves the right to take appropriate legal action for the immediate recovery of the commercial vehicle and/or cargo van, as well as the collection of the corresponding charge for such non-compliance, the amount of which is described in our Recommended Rates Guide

Please note that You must comply with traffic road regulations in the country where You drive the rented Vehicle.

4. WHAT TYPE OF VEHICLE CAN BE RENTED AND FOR WHAT PURPOSE?

You can rent either a car, motorcycle or van and You must drive the Vehicle in accordance with its intended use as follows:

- cars and motorcycle are intended to transport varying numbers of people (depending on the authorised capacity of the vehicle), with no professional or commercial purpose;
- vans may be used to transport goods up to the weight limit stated in the vehicle's registration certificate and/or vehicle data sheet.

You are informed that Europcar does not cover objects transported in the vehicle and cannot be held liable for possible property and/or objects You may may leave in the Vehicle. Similarly, Europcar cannot be held liable for any loss of opportunity and consequential damage in the context of the execution of this rental.

5. WHAT ARE MY OBLIGATIONS REGARDING THE VEHICLE?

When renting a Vehicle from Europcar, You and/or any Authorised Driver must comply with the following obligations:

- You must return the Vehicle and its keys, accessories and documentation to Europcar at the return office mentioned in the Rental Agreement on the due date and time specified therein (there is a courtesy period of 29 minutes). In the event of failure to return the Vehicle within the terms indicated above, Europcar reserves the right to take appropriate legal action for the immediate recovery of the Vehicle, as well as the collection of the charges corresponding to such non-compliance, the amounts of which are described in our Recommended Rates Guide. If you have contracted the Late Return Service, you will have an extra two hours to return the vehicle free of charge after the end of your initial rental period.
- Neither You nor any Authorised Driver may drive the Vehicle outside the Territory. If You and/or the Driver drive the Vehicle outside the Territory, You and/or the Driver must obtain prior written consent from Europcar. In addition, You must ensure upon collection of the Vehicle, that the Vehicle has the correct equipment to comply with the local road traffic regulations of the country in which You and/or the Driver will be driving. In the event that You and/or the Driver fail to comply with the terms indicated above, this will be considered a breach of contract, automatically terminating your rental agreement, unless otherwise stated by Europcar, and You must return the vehicle immediately. With regards to this, Europcar reserves the right to take appropriate legal action for the immediate recovery of the vehicle, as well as the collection of the corresponding charge for such breach, the amount of which is described in our Recommended Rates Guide.
- You and/or the Driver must drive the Vehicle sensible in accordance with all applicable road traffic laws and regulations and You and/or the Driver must ensure that You and/or the Driver are familiar with all relevant local driving regulations. Otherwise, You and/or the Driver shall be liable for tolls, fines, penalties and court costs for traffic violations or violations of laws, regulations or ordinances (including congestion charges or road traffic limitation charges where they exist) incurred by You and/or the Driver during the term of the rental agreement.

- In the case of using the vehicle for transporting persons who are no taller than 135 centimetres, You must communicate this circumstance to Europcar. This is so that the latter may provide the corresponding obligatory restraint device, which without being anchored to the vehicle is officially approved in accordance with the weight and height of the child or person who must use it. Detailed instructions from the manufacturer as to the correct fitting of the seat and the child or person who is to use it must also be supplied. Under no circumstances will Europcar be obliged to carry out the installation and/or fitting of the aforementioned obligatory restraint device to the vehicle; the former merely complies with the aforementioned obligation to deliver this to You, upon prior notification from you. In any case Europcar will not incur any possible liability deriving from personal injury or damage to property that may occur as a consequence of the failure by You with the above-mentioned obligation of notification. The same is true of the failure to use or install the obligatory restraint device or its incorrect use by You and of any possible manufacturing defect of the above-mentioned obligatory restraint device.
- You must ensure that any luggage or goods transported in the Vehicle are secured in such a way that they will not cause damage to the Vehicle or cause risk to any passengers.
- You and / or any Driver must look after the Vehicle with the utmost diligence of a good parent, and in all circumstances, You shall make sure it is closed and protected using its anti-theft devices when parked or left unattended.
- You and/or any Driver must never drive the Vehicle whilst under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) that is liable to impair either Your and/or any Driver's ability to drive.
- You and/or any Driver must refuel the vehicle with the correct type of fuel. If the wrong type of fuel is used, and unless You demonstrate that the mistake is attributable to a third-party You will be responsible for any expenses incurred due to the transfer of the Vehicle and/or repair of the Damage caused to it calculated according to the rules described in the section below (*Damage to the Vehicle)*.
- Neither You or any Driver may use the Vehicle or allow the Vehicle to be used to:
  - rehire, mortgage, pawn, sell or in any way offer not only the Vehicle or any part of it as a guarantee as well as the Rental Agreement, keys, documentation, equipment, tools and/or any of its accessories,
  - carry passengers for profit or reward, unless otherwise agreed by Europcar.
  - carry a number of persons in excess of that mentioned on the Vehicle's registration certificate and/or the Vehicle Technical Inspection Form,
  - carry inflammable and/or dangerous goods, toxic, harmful and/or radioactive products or those that infringe current legal provisions (provided that such exclusion does not prohibit You from meeting the needs of everyday life that do not infringe the applicable laws and whose transport would correspond to a normal use of the rented Vehicle);
  - transport of goods with a weight, quantity and/or volume in excess of what is authorised in the vehicle's registration certificate and/or technical inspection report
  - racing, off-roading, reliability trials, speed testing or to take part in rallies, competitions, or tests, wherever they are located, official or unofficial,
  - transport live animals (with the exception of pets and/or domestic animals, subject to Europcar express written authorisation),
  - give driving lessons, accompanied driving.
  - push or tow another vehicle or trailer (except where the Vehicle You are renting is already fitted with a tow-bar, with the maximum load being 1,000 kg),
  - drive on gravel roads or roads that are unfit for motor vehicles or where the surface or condition of the road involves risks to the tyres or underside of the Vehicle, or to the Vehicle itself, such as beaches, unsuitable roads, forest paths, mountains, etc., which are not authorised and unpaved roads, except if especially authorised in writing by Europcar
  - intentionally commit an offence.
  - transport on board any type of boat, ship, train (except from Eurotunnel), lorry or aeroplane unless express written authorisation has been given by Europcar,
  - Inside the no-traffic lanes of ports, airports, and/or aerodromes and/or analogous or similar of a nature not accessible to public traffic, or in refinery and oil company premises or installations without express written authorisation from Europcar. If Europcar grants our consent to You in accordance with the above, Europcar will inform You of the third-party insurance cover that may be applicable in this case and which will vary depending on the circumstances.
- During the rental, You must take all necessary protective measures to keep the Vehicle in the same condition as that in which You have taken possession of it. In particular, You and/or any Driver are required to perform customary inspections as to the Vehicle's condition such as taking oil and water level, tyre pressure.

You may be held liable to Europcar for any detrimental consequences arising out of any failure to comply with the above-mentioned obligations. Please note that failing to comply with the above-mentioned obligations may limit any right to compensation for the damage which You could claim for.

Likewise, in case of infringement to the above-mentioned obligations, Europcar reserves the right to demand immediate return of the Vehicle, without prior notice

You and / or the Driver are obliged not to remove, alter, manipulate, modify or in any other way hide or cover, totally or partially, stickers present on the rented Vehicle, otherwise Europcar has the right to claim all damages caused to Europcar as a consequence of said breach, as well as all fines, tolls, penalties or sanctions that fall on the rented Vehicle or on Europcar, as a result of this elimination, alteration, manipulation, modification, concealment or covering up of the stickers.

- Smoking is not allowed inside any of our vehicles and/or vans. Failure to comply with this prohibition will result in a charge, the amount of which is specified in our Recommended Rates Guide.

6. WHAT ARE THE MOBILITY SERVICES INCLUDED IF I ONLY RENT A VEHICLE?

The basic rental rate includes the following mobility services:

Mobility services / country of rental	SPAIN
Technical assistance for the Vehicle	√
Right to return the Vehicle in the same town	√
Cleaning of the Vehicle	√
Motor Third party liability insurance	√
Limited Mileage	/
Unlimited mileage	/

[[√]Included – [/] Depending on the applicable rate/product

7. WHAT ARE THE OTHER MOBILITY SERVICES <u>NOT INCLUDED</u> IN MY RENTAL?

Depending on Your country of rental, Europcar offers You several additional services such as:

List of products / services by Country	**SPAIN**
Child seat	√
Additional driver	√
One way	√
Extension of rental period	√
Out of hours collection and return	√
Location charge	√
SAT NAV	√
Refuelling Service	√

*Collision Damage Waiver (CDW); Super Collision Damage Waiver (SCDW), Super Protection Full Damage Waiver (SPCDW)	√
*Theft Protection (THW) Super Theft Protection (STHW), Full Theft Protection (SPTHW)	√
Interior vehicle protection	√
*Windscreen and Tyre Protection (WWI)	√
*Assistance Plus Protection (RSA)	√
*Emergency Assistance (EMS) applicable only to Passenger Cars	√
Cross-border	√
Fine Appeal Waiver (FAW)	√
Europcar Pass Park	√
Late Return	√
*Personal Accident Protection (PAI) and Super-Personal Accident Protection (SPAI)	√

– [√] Available

7 bis SERVICES AND *PROTECTION AGAINST DAMAGES CAUSED TO THE VEHICLE AS A CONSEQUENCE OF A COLLISION, THEFT OR ACT OF VANDALISM. LEGAL DEFENCE IN THE CASE OF ADMINISTRATIVE TRAFFIC INFRINGEMENTS

Please refer to the Europcar Insurance and Protection General Terms and Conditions attached to your confirmation email, or available from Europcar Offices, and in the Terms and Conditions section of our website www.europcar.es in order to learn all about the conditions, exclusions and other specifications related to the following protection offered through Europcar:

- **CDW** (Collision Damage Waiver): CDW is an optional service offered directly by Europcar which exempts You (except for the amount of the excess), by taking it out, of the financial liability exclusively for the damages caused to the Vehicle as a consequence of a collision against another vehicles or fixed or mobile objects, excluding those caused by acts of vandalism except in the event the latter occur during the use of the Vehicle.

- **SCDW** (Super Collision Damage Waiver) and **SPCDW** (Super Protection Full Damage Waiver): SCDW and SPCDW are optional services directly provided by Europcar and are offered exclusively by it only for a specific group of customers and/or vehicles which, through taking them out, partially (SCDW) or totally (SPCDW) exempt the renter from paying the minimum amount charged to them (excess) not covered by CDW. For vans and industrial vehicles, a reduced excess will be applied.

The excess amount is set in the General Effective Rates, and it may appear in the rental agreement regardless of whether SCDW or SPCDW is taken out. If the CDW has not been taken out and/or any of the CDW exclusions set out in the above-mentioned Europcar Insurance and Protection General Conditions apply, then the SCDW and SPCDW shall not be applicable.

- **THW** (Theft Protection): exemption (except for the amount of the excess) from liability in the event of total or partial theft of the vehicle and damages caused to it by acts of vandalism whilst parked when it is not being used by the Renter.

THW is an optional service provided directly by Europcar which, when taken out, exempts You (excluding the corresponding excess amount) from financial liability for the total or partial theft of the Vehicle and damage caused to it as a result thereof and/or of acts of vandalism when parked when it is not being used by the Renter

Under no circumstances shall the total or partial theft, and damages caused on windscreens, windows, rear-view mirrors, wheel rims and tyres of the rented vehicle be covered by THW when this damage occurs in situations other than those described in the foregoing paragraph.

- **STHW** (Super Theft Protection) and **SPTHW** (Full Theft Protection): partial or total exemption from payment of the excess to be borne by the Renter not covered by THW.

STHW and SPTHW are optional services directly provided by Europcar and they are offered exclusively by it, only to a specific group of customers and/or vehicles which, through their hiring, partially (STHW) or totally (SPTHW) exempt You from paying the minimum amount charged to You (excess) not covered by THW.

If THW is not taken out and/or if any of the THW coverage exemptions set forth in Europcar Insurance and Protection General Conditions are applicable, SCDW and SPCDW shall not be applicable.

The excess amount is set out in the General Effective Rates, and it may appear in the rental agreement regardless of whether STHW or SPTHW has been taken out. For vans and industrial vehicles, a reduced excess will be applied.

- **WWI** (Windscreen and Tyre Protection): WWI is an optional service directly provided by Europcar and it is offered specifically by it, only for specific groups of customers and/or vehicles that, by taking it out, offers the following protection:

Exemption from the obligation to pay for damage and/or loss caused only and exclusively for windscreens, windows and rear-view mirrors of the rented vehicle as a result of chinks or stone damage.

Exemption from the obligation to pay for damage and/or loss to the vehicle's wheel rims or tyres, including the spare tyre, if this was the result of a puncture or hitting kerbs during parking manoeuvres.

In the event WWI is taken out as an individual product or as part of a Premium Protection package, mentioned in the Combination of Protection section, no excess shall be applied due to the damage caused on the aforementioned elements and circumstances. For vans and industrial vehicles, a reduced excess will be applied.

In the event WWI is taken out as part of a Medium Protection package, mentioned in the Combination of Protection section, the damages described herein shall be subject to application of the partial excess set out in the General Effective Rates.

In any case, the excess amount set out in the General Effective Rates may appear in the rental agreement regardless of the modality (individual product or part of any of the aforementioned packages) under which WWI has been taken out.

- **INTERIOR VEHICLE PROTECTION**

Our interior protection against damage and soiling is an optional coverage offered by Europcar when renting a car. By subscribing to **Interior Protection**, you agree to pay an additional daily supplement at the current rate. This exempts you and any authorized driver from liability for material damage and soiling inside the vehicle.

- **RSA**: RSA is an optional service provided directly by Europcar that enables you to improve roadside assistance service cover included in your rental. This product offers the following protection:

Exemption from the obligation to pay the flat fee set out in the Recommended Rates Guide for those circumstances not covered by the roadside assistance service.

- **PAI**: (Personal Accident Insurance). The PAI is a personal accident insurance taken out with AXA XL Insurance Company SE, under policy number FR00040938MO that provides cover for both the driver and the vehicle's occupants, contracting an indemnity in the event of death and/or permanent invalidity and provides limited reimbursement of medical costs arising in the case of a collision or traffic accident during the use of the rented Vehicle.

- **SPAI**: (Super Personal Accident Insurance). SPAI offers an alternative and superior protection to the one offered by PAI, through insurance policy number FR00040937MO, signed AXA XL Insurance Company SE which

guarantees, both for the driver and the passengers of the vehicle when taken out, a limited reimbursement of the medical expenses due to collision or traffic accident during the use of the rented vehicle.

Furthermore, when taking out SPAI, this offers compensation in the event of loss, damages, theft or destruction of your luggage and the personal effects contained therein, as a result of a collision or traffic accident, as well as in the event of theft of such property.

o **FAW** (Fine Appeal Waiver): The FAW is an optional service through which Europcar makes available to all customers the possibility of speeding up the process of payment of traffic fines received during the rental period. The contracting of this service is available both over the counter and at the end of the rental period when you receive the email notifying you of the fine. The contracting of this service is subject to a charge, the amount of which is set out in the Recommended Rates Guide. In addition to the above, when taking out the FAW, you will be provided with the contact details of our external fine service provider in case you wish to appeal the fine when you receive the email notifying you of the fine. The FAW service does not exempt the driver from the payment of the Fine Administration Fee.

The cover provided by PAI, SPAI, and Third-Party Liability Insurance, are guaranteed by the insurer with whom EUROPCAR has taken out the corresponding insurance policy applicable in each case; and they remain subject to what is agreed upon in the general and specific terms and conditions of said policy (a copy of which may be consulted in all Europcar offices) and to existing legislation.

o **CLICK & COLLECT:** If you take out this product, you can benefit from an optional service provided directly by Europcar which allows you, at certain car rental offices[1]*, to collect the keys and the Individual Rental Agreement at one of our CLICK & COLLECT counters, thus reducing both personal contact and waiting times at the counters. This product includes the Premium Protection (described in Articles 7 and 8), unlimited mileage and the rental period must be from 1 day to 28 days maximum. In order to benefit from this service, you must (i) have booked the CLICK & COLLECT product through our website or through our Call Centre and (ii) have made both the booking and the online check-in 24 hours before the date of vehicle collection. If you have carried out your online check-in 24 hours before the collection date, Europcar will not be able to provide this optional service as your contract cannot be prepared sufficiently in advance, although you will retain the contracted terms and conditions regarding Premium Protection and unlimited mileage for the duration indicated, i.e. from 1 to 28 days maximum.

o **EUROPCAR PASS PARK:** If you take out this product, you can park your rental vehicle in any of the car parks managed by Telpark in Spain, subject to availability. You can use a space in one or more of these car parks as many times as you need during your rental period, with a maximum of 24 hours per day. This service must be booked for the entire rental period, and the daily price is indicated in the Recommended Tariff Guide

o **LATE RETURN:** If you take out this product, you will be extending the vehicle return time by two additional hours in relation to the initial rental period agreed.

8. COMBINATION OF PROTECTION

Some of the protection mentioned in the previous section may be offered by EUROPCAR in a combination and for specific groups of customers and/or vehicles under any of the following modalities:

a) *Medium* Protection: the following protection shall be included under this modality: SCDW, STHW, WWI and PAI.

b) Premium Protection and Premium Discount: the following protection shall be included under this modality: SPCDW, SPTHW, WWI, and SPAI.

c) Comfort Package : this option includes the following cover: SPCDW + SPTHW

d) Comfort Plus Package : this option includes the following cover: SPCDW + SPTHW + WWI + SPAI + RSA. This combination of protections can also be shown in the rental agreement as Premium Package + RSA.

e) Full Comfort Package : this option includes the following cover: WWI + SPAI + EMS + Interior Vehicle Protection.

f) Selection Protection: the following protection shall be included under this modality: SCDW, STHW, WWI and SPAI.

g) *Plus* Protection: the following protection shall be included under this modality: SPCDW and WWI.

[1] Madrid airport terminal 1 and 4, Barcelona airport terminal 1 and 2, Málaga airport, Mallorca airport, Ibiza airport, Madrid Atocha Railway station, Barcelona Sants Railway station, Seville Santa Justa Railway station and Alicante airport.

h) *Total Premium* Protection: the following protections shall be included under this modality :SPCDW, SPTHW, WWI, SPAI and FAW.

i) *Gozen Protection*: the following protections shall be included under this modality: SPCDW, SPTHW, WWI

j) *Premium Plus Protection*: this option includes the following cover: SPCDW + SPTHW + WWI + SPAI + EMS + FAW + Interior Vehicle Protection.

In any case, the taking out of any of the aforementioned combinations shall require, in all cases, previous joint contracting of CDW and THW. Furthermore, in the case of industrial vehicles and cargo vans, the Customer will have to assume a reduced deductible with respect to the individual protection that applies in each case, regardless of the combination of protections contracted that is available for this type of vehicle.

9. WHAT IS INCLUDED IN THE PRICE I PAY?

The information You provide Europcar with at the time of booking (such as the duration of the rental or Your age or any additional Driver's age) will have an impact on the price You will pay. Any change to that information could therefore mean that the price also changes. The price of Your rental will be those in force at the time of booking or at the time You make any subsequent changes to the booking.

The price You will pay includes the following costs:

- The daily rental charge for the Vehicle for the agreed number of calendar days (this will include the standard mobility services mentioned above)
- Any other mobility services You choose to add at Your own expense
- VAT or equivalent applicable tax
- Environmental contribution
- Any additional fees that are linked to You personally (for example: Your age (if You are a young driver…).

By contracting with Europcar, You expressly allow Europcar to charge any unpaid amount related to Your rental agreement to the means of payment provided by You. In this regard, Your express consent will be given at the Europcar office when you hand over your means of payment to our agent before picking up the Vehicle.

10. WHAT ARE THE OTHER FEES / CHARGES THAT I MAY HAVE TO PAY?

- **The Deposit**. In addition to the rental price (that You have prepaid during the booking or that You will pay at the time of collection) Europcar requires You to provide a guarantee for any additional charges that may arise during your use of the Vehicle over the Rental Period. This security consists of a financial deposit that takes the form of a bank pre-authorisation. If you have booked your Vehicle by electronic or telematic means (website, mobile application or phone), the amount of the deposit will appear in the confirmation email that You will have received after your booking. In any case, we will remind you of the amount of the deposit at the Europcar office. Should you need any additional information regarding the deposit, please refer to the paragraph below (article 20 *Must I pay a deposit before picking up the Vehicle?*) or do not hesitate to contact Europcar at the following number : **+ 34 911 50 50 00**.

- Europcar may also charge You for various services that Europcar will have to perform relating to incidents that may have occurred during the Rental Period and/or how You used the Vehicle. The prices (inclusive of VAT) of these charges and fees are listed in the Recommended Rates Guide attached to Your confirmation email (if the booking was made online) and available at Europcar offices and/or on the Terms and Conditions section of the Europcar website www.europcar.es Such charges and fees include, without limitation:
  - Administration fees for handling fines or tolls and the amount requested by the competent authority. Please note that such administration fees are payable in addition to the fine or toll to which it relates and You are fully liable to pay such fines or tolls.
  - Special cleaning fee for a Vehicle returned in an unacceptable state of cleanliness (more than ordinary use). This charge will depend on the level of cleaning required on the returned vehicle, according to the amount and description defined in the Recommended Rates Guide.
  - Charges for lost or stolen keys and/or any other element / accessory missing from the Vehicle.
  - "**Damage**" or loss caused to the Vehicle not covered by the protection you may have taken out with Europcar (please refer to the Europcar Insurance and Protection General Terms and Conditions attached to Your confirmation email or available from Europcar offices and/or the Europcar website)
  - All and any fuel used during the Rental Period
  - Additional mileage over and above the mileage that is included in the rental Rates (if any)

- The following additional specific fees and charges: (i) extra charges linked to the rental made selected major transport hubs, such as airports, train stations, ports, and other designated transport locations, as defined in the Rates Guide; (ii) the cost to return the Vehicle to a Europcar office other than the one from which You collected it from; (iii) the extension of Your rental).
- Vehicle handling and recovery charge in cases of late return of the vehicle.

11. WHAT SHOULD I PAY ATTENTION TO WHEN COLLECTING AND RETURNING THE VEHICLE?

Collection
When You collect the Vehicle from Europcar You will be asked, amongst other things, to sign a section on the Rental Agreement that describes the Vehicle's condition at that particular time.

If You notice any apparent defect or damage that is not described on the Rental Agreement then You should ensure a note is made on the document and that both You and the Europcar agent sign the change to it before collecting the Vehicle. Failure to request the above-mentioned notice for this additional apparent defect or damage, means Europcar is entitled to assume that You have accepted the Vehicle in the condition set out on the Rental Agreement and to charge You for any new damage that is noted by You and the Europcar agent when the Vehicle is inspected by both parties at the time of its return.

12. WHAT PROCEDURES ARE APPLIED WHEN RETURNING THE VEHICLE?

a) Return of the Vehicle during Europcar Office opening hours

You should return the Vehicle to the Europcar office, at the latest, on the date and at the time shown on the Rental Agreement. You may return the Vehicle to another Europcar office for the cost mentioned on the Recommended Rates document attached to your confirmation e-mail if you book remotely. This document may also be consulted in Europcar offices and/or on the Europcar website.

The Rental Period will end when You return the Vehicle to the Europcar office and hand over the Vehicle's keys and registration documents to a Europcar agent or its representative.

Any earlier return of the Vehicle to the date and time mentioned on the Rental Agreement shall not give rise to any reimbursement

When You do return the Vehicle to Europcar You must inspect the Vehicle together with the Europcar agent or its representative and countersign a report stating the condition of the Vehicle at the time it is returned.

Europcar will provide You with a signed document in which Europcar confirms the return of the Vehicle.

Europcar cannot be held liable for possible property and/or objects You may have left in the Vehicle.

b) "Out-of-hours" return service

Europcar recommends returning the Vehicle during its office opening hours. However, to meet the specific needs of some of its customers, at certain offices Europcar offers an additional "out-of-hours" service.

If You choose for this "out of hours" service, You accept that the Vehicle condition report may be prepared by the Europcar agent or its representative without your presence and after the keys are dropped off.
At offices offering "out of hours" return services, the above-described procedure (see point 12)-a)) has been adapted to enable these offices to offer this service under the best possible conditions.

In particular, You must declare any incident and/or Damage that affects the condition of the Vehicle on the document that will have been handed to you for this purpose when You picked up the Vehicle. You must return this document together with the corresponding accident report, if applicable, duly completed and the keys in the "key deposit box" provided for this purpose.

Please note that your Rental Agreement does not automatically end when You return the keys: the Vehicle will remain in the parking space where You will have parked it until the opening of the Europcar office, which will then proceed to inspect the Vehicle and close your Rental Agreement. Therefore, Europcar reminds you that you must park the Vehicle in an area provided for this purpose and in a way that the Vehicle is not a danger to others or hampers traffic complying with applicable traffic regulations. The vehicle's documentation must also be left in the glove compartment.
Since the Vehicle is inspected at a later stage – during office opening hours– Europcar recommends You take photographs of the Vehicle in order to keep evidence of the condition of the Vehicle's return once it is parked and before the keys are dropped-off.

Once the inspection is made and in the absence of damage, Europcar will send You a document stating that the Vehicle has been returned undamaged.

Europcar cannot be held liable for possible property and/or objects You may left in the Vehicle.

c) Return of the Vehicle without your presence and during Europcar office opening hours.

If you are unable and/or decline to inspect the Vehicle together with the Europcar agent or its representative, Europcar is authorised to inspect the Vehicle itself without your presence and to register your refusal to inspect the vehicle.

The same Procedure as the one described above will be applied (See 12-b)).

d) Late return of the Vehicle

In the event that the Vehicle is not returned on the date and at the place indicated in the Rental Agreement, the Late Return Fee will be applied in the amount stated in our Recommended Rates Guide, and the Rental Agreement shall be considered terminated and Europcar shall contact you to return the Vehicle within a maximum and non-extendable period of 24 hours from such communication. Should you have contracted the Late Return Service, this charge will be applied once the two additional hours contracted for the return of the Vehicle have elapsed.
Once the 24-hour period has elapsed without having received a communication from you, or without the Vehicle being returned, Europcar may consider that the Vehicle has been misappropriated, informing you to this effect, and reserving the right to initiate the necessary legal actions for its recovery, communicating it to the competent local authorities. Likewise, the protection and other additional contractual services taken out for this rental shall have no effect from the moment Europcar has notified you of the breach of the Contract.

In such case, Europcar shall be entitled to claim from you all damages caused, including the value of the Vehicle, as well as all fines, tolls, penalties or sanctions imposed on the rented Vehicle as a result of any requirement made by the public authorities, for example those asking for the identity of the driver, or to clarify any circumstances related to possible infringements or offences.

In addition to the above, in these cases, Europcar will be entitled to charge the rent applicable to each additional rental day until the recovery of the vehicle, plus additional fees for the process of recovering the Vehicle, the amount of which is specified in our Recommended Rates Guide.

13. DAMAGE TO THE VEHICLE

In the event differences are identified between the condition of the Vehicle as described when handed over and the one identified upon return, You may be required to pay the amount as defined below.

a) Damage identified upon return of the vehicle and in your presence

If any damage is identified during the return of the Vehicle upon inspection, in your presence and in the presence of the Europcar agent or its representative, and if You acknowledge the damages by signing the statement of return of the Vehicle, and by providing an accident report, Europcar will provide You with an assessment of the repair costs that may be charged to You.

Repair costs will vary depending on the type of damage:

- Minor damage: minor damage will be considered that included in the price list for damage and average repair costs, calculated by an external damage assessment company. Minor damage will be charged according to the above mentioned list which is available at any Europcar office and on our website: damage assessment schedule, along with damage administration fees and vehicle immobilisation costs.

- Other damage: Minor damage not included in the above-mentioned price list and/or other more Serious Damage will be assessed by an expert and charged according to the expert's report or a cost estimate made by an independent motor-repair garage.

Europcar will apply the procedure described below (see article 12)-b) if You contest the Damage and its invoicing by refusing to sign the statement of return of the Vehicle.

b) Damages identified in case of an out-of-hours return and without your presence

Europcar will send to you the following documents if Damage is identified during the inspection of the Vehicle by a Europcar Agent or its representative without your presence:

- Accident report (if any) and statement of return of the Vehicle describing all Damage identified
- pictures of the Damage
- An estimate (quote) of the repair costs that will vary depending on the nature of the Damage (see above, article 13)-a) paragraph 2) and administration fees for the handling of the Damage and the Vehicle immobilisation.

You will be able to challenge Damage identified and its invoicing within 14 days after the sending (by e-mail or ordinary post) of the documents.

In the absence of a reply from you or justification of your objection within the aforementioned 14-day period, Europcar reserves the right to invoice you for the repair costs identified.

c) Common rules

Please note that depending upon the damage suffered by the Vehicle and the type of protection You have taken out with Europcar (see the *Europcar Insurance & Protections* General Terms and Conditions attached to Your confirmation email or available from all Europcar offices, and/or on Europcar's websites) You may or may not be charged for the full amount of the cost of repair. In any case, You will be able to challenge the Damages and their invoicing by acting pursuant to the provisions of article 24.

14. WHAT IS EXPECTED OF ME REGARDING VEHICLE MAINTENANCE?

During Your rental, You must take all necessary protective measures to keep the vehicle in the same condition as that in which you have taken possession of it.

You should remain alert to any signal from the warning lights on the Vehicle's dashboard and take any necessary protective actions.

Any modification to or mechanical interventions on the Vehicle are forbidden without Europcar´s prior written authorisation. Should this rule be breached, You will be liable for duly justified costs of restoring the Vehicle to the same condition as that in which You took possession of it.

You will be liable towards Europcar for any detrimental consequence arising out of any infringement to the above-mentioned maintenance obligations.

15. WHAT SHOULD I DO IN CASE OF ACCIDENT, MECHANICAL BREAKDOWN OR THEFT OF THE VEHICLE?

In case of mechanical breakdown or accident which prevents You from continuing your journey and/or obliges you to stop the Vehicle to prevent any breakdown, You are provided with an assistance service, included in the price of Your rental. The terms and conditions of this assistance are set out in Appendix 1 of these T&Cs.

In case of accident, You shall immediately notify us within 24 hours of the date on which the incident took place and, in any event, before the end of your rental period. You must also return a fully completed Accident Report and/or any other document to us which you believe will be useful to supplement your statement.

In those cases, You should call the assistance service which is included in Your rental price.

The assistance service number is as follows: 900 181 735

In case of theft of the Vehicle, You must notify Europcar within 24 hours of the time you discover the Vehicle is missing and provide Europcar with a copy of the theft report filed before the local police authorities, the keys and official papers of the Vehicle if those have not been stolen.

16. WHEN WILL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL?

You will receive a final invoice once all items of Your rental have been settled and no earlier than the day after the Vehicle return date. You will pay or be charged the full amount in one or in several payments depending on the situation.

- If You book a Vehicle online:
  - You may decide to prepay (prepayment of the booking made online, via our call centre or at the Europcar office) your rental which will include the daily rental charge for the Vehicle and accessories for the Rental Period and for any additional mobility services. Your means of payment will be debited the agreed amount.

You will receive an invoice or a receipt for that prepayment. In addition, the prepaid amount will be mentioned on the final invoice and deducted from the total amount (still) to be paid.

- If You decide not to prepay Your rental at the time of booking, the amount of the deposit plus the rental charges for the Vehicle and any accessories, any additional services or drivers or protection You decide to take out before taking the Vehicle will appear on the Rental Agreement that You agree to and sign before collecting the Vehicle. The final and overall cost of your rental will be charged and invoiced at the time the Vehicle is returned at the end of the Rental Period. Any additional fees or charges will be charged when You return the Vehicle (if they can be calculated at that time). If You have incurred extra costs such as fines or tolls or caused damage to the Vehicle identified without your presence, then Europcar will charge You these costs and the applicable administration fees (damage administration fees, fines administration fees) at a later date, when Europcar becomes aware of them.
- In this case, You will have a fourteen (14) day period starting from the date of sending (by email or ordinary post) of the billing notice to reply and justify that You are not responsible for such amounts.You will be charged for the amount of these fees if there is no objection or justification from You within the aforementioned period.

- Your invoice will be sent to You electronically. If you wish, you may choose to receive the invoice on paper.
- In addition, if the due date of payment shown on the invoice has expired and **if You are not a Consumer** (as defined by the applicable law –Law 1/2007, November 16) You will be liable for late payment penalties stipulated in Law 3/2004, establishing measures to combat late payment in commercial transactions..
- You expressly agree that your failure to comply with any payment obligation arising from the Rental Agreement shall entitle Europcar to early cancel your agreement, and, as a consequence, to demand the immediate return of the Vehicle. In this case, Europcar could require the immediate payment of the entire outstanding debt, regardless of the payment terms previously agreed. If Europcar inform you that Your contract has ended because of this reason, You must return the car back to Europcar within 48 hours of the notification. The vehicle must be returned to the same station you collected it. If you don't return the vehicle in these terms, Europcar is entitled to take legal action.

17. WHAT IF I WANT TO CANCEL OR AMEND MY BOOKING?

a) Amendment

Unless you have chosen a non-refundable and non-changeable offer ('Light Package'), you can modify Your booking, free of charge, provided You let Europcar know at least 48 hours before the rental is due to start.

Please note that new rental prices may apply together with a new mileage rate if You amend Your booking and You should always use the same communication channel that You used when booking the Vehicle in the first place when amending Your booking.

Alternatively, You can call our Call Centre at 911 50 50 00.

b) Cancellation and No show of refundable and changeable offers.

- Cancellation - You can cancel Your booking free of charge provided that You have given Europcar at least 48 hours' notice before the rental is due to start.
- Late cancellation - If You cancel giving Europcar less than 48 hours' notice, a penalty of up to €50 might be applied. The amount of this fee shall not exceed the price of Your rental if it is lower. In case of prepaid booking, the prepaid amount will be refunded less a late cancellation fee. In the event of a non-prepaid booking, the penalty will consist of a charge on your credit card of up to €50. In case of a non-prepaid booking and in the absence of any payment details provided, You shall remain liable for the late cancellation fee.

- No show - If You have not cancelled your booking with at least 48 hours' notice before the rental is due to start, and you fail to come to the Europcar office to pick up the vehicle after 24 hours from the rental start time indicated in the booking, your booking will be automatically cancelled and a No show fee of up to €95 for Vehicles and up to €150 for Vans, will be applied. If the price of Your rental is lower than the No show fee, the No show fee's amount will be equal to the price of Your rental. In case of prepaid booking, the prepaid amount will not be refunded. In the event of a non-prepaid booking, the penalty will be deducted from the means of payment You have provided. In case of a non-prepaid booking and in the absence of any payment details provided, You shall remain liable for the "No show" fee.

c) Cancellation and No Show of non-refundable and non-changeable offers: 'Light Package'.

Non-refundable prepaid reservations under the 'Light Package' Tariff, cannot be cancelled and/or modified. Contracts under the 'Light Package' Tariff does not allow changes, modifications or refunds. No changes are permitted before or after pick-up. If you cancel your reservation or if you do not pick up the vehicle at the rental office at the scheduled time (No Show), the prepaid amount will not be refunded and will be retained by EUROPCAR as compensation.

For the purpose of this section, cancellation of the booking or failure to collect the Vehicle due to Force Majeure means that You are prevented or delayed by reason of war and other hostilities, civil commotion, accident, lock-outs, trade disputes, embargoes or restraints of governments restrictions of imports or exports or any other cause or circumstance beyond Your reasonable (direct or indirect) control.

18. WHAF IF I WANT TO EXTEND MY RENTAL AGREEMENT?

In case You want to extend the Rental Period shown on Your Rental Agreement You should take the following steps:

- Call our Call Centre. Phone: 911 50 50 00
- Go to a Europcar office.
- Carry out a Vehicle check together with a Europcar agent
- Pay the rental as well as any additional charges
- Sign a new Rental Agreement or an addendum to the initial Rental Agreement

If You don't comply with the above-mentioned conditions the terms and conditions of the "Return of the Vehicle" section will apply.

19. WHAT IS THE FUELOR ELECTRIC CHARGE POLICY?

You should note that rules applicable to refuelling the tank or recharging the battery depend on the country of rental and the type of rental service You have selected. Please check the rules applicable for every rental You make carefully. Please ask Europcar's agent for details of all available options when you collect the Vehicle.

19. A) FUEL VEHICLES

All Vehicles are supplied with a full tank of fuel on collection. Two options may then be made available to you:

1) REFUNDABLE FULL TANK OPTION

- On collection You pay for the price of a full tank of fuel. This price will depend on the Vehicle category.
- If You return the Vehicle with a full tank (proof of refuelling may be required) then Europcar will reimburse you the price of the full tank of fuel paid on collection.
-

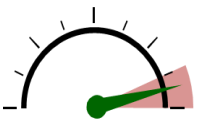
2) FULL TO FULL

- We provide You a Vehicle with a full tank of fuel.
- You return the Vehicle with a full tank of fuel[(1)].
- You pay nothing for either refuelling or for the fuel[(2)].

(1) The visual tank level indicator will be used as proof of a full tank when returning, in order to consider the tank as full. The tank is considered full if the indicator shows the maximum level (8/8). Proof of refuelling may be required.

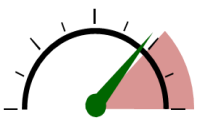
(2) **If the tank is not full**, you will be charged for fuel following the provisions established in this clause.
Please note that the price per litre and fuel type will be communicated by Europcar's agents at the office when returning the Vehicle.

If you deliver the vehicle with less than three (3) litres of the fuel that it was delivered with, you will be charged based on the visual level of the fuel gauge. The calculation is based on the missing 8th expressed by the gauge if the gauge is divided in 8 levels or according to the scale indicated on the gauge. If the needle is between 2 graduations, the missing 8th will be calculated based on the closest graduation. If the needle is precisely in the middle of 2 graduations, the missing 8th will be calculated based on the highest graduation (in Your favour). For example, you will not be charged in case the vehicle is returned with the gauge at or above 7.5. See below for an example of fuel charge calculation.



If the gauge is between 7 and 8 at return, you will be charged if the gauge is closer to 7

e.g. if the vehicle is return at 7,3 you are charged for one 8th



If the gauge is under 7 at return, you will be charged **to the closest missing 8th**

e.g. if the vehicle is returned at 5,8 you are charged for two 8th

If more than three litres are missing when returned, you will be charged for an additional refuelling service charge (please refer to the Recommended Rates Guide). If less than three litres are missing on return, you will not be charged for an additional refuelling service charge. In any case, you will have to pay the price of the missing fuel up to the full tank.

19.B) ELECTRIC VEHICLES

Please note that the rules applied to electric vehicles depend on the country of rental and the type of rental service you have contracted. Please carefully check the applicable rules for each rental. When you pick up your electric vehicle, please consult Europcar staff for details of all available options. All electric vehicles are delivered with their batteries charged to at least 80% (this does not apply to plug-in hybrid vehicles).

You can choose between two different recharging policies:

1) PREPAID AND REFUNDABLE ELECTRIC BATTERY.

- Upon collection, the vehicle will have a battery charge of at least 80%, and you will pay the price of this recharge previously made. The recharge cost will depend on the capacity of the vehicle's battery.
- If you return the vehicle with a battery charge of 80% or more, Europcar will refund the full amount you paid on collection for the battery charge. The battery is considered fully charged if the visual indicator shows 80% or more capacity.

2) FULL TO FULL.

- We will provide you with a vehicle whose electric battery is pre-charged to at least 80%. Provided you return the vehicle with the battery charged to at least 80% of its capacity, no additional cost will be incurred. The battery will be considered fully charged if the visual indicator shows 80% or more capacity.
- If you return the vehicle with a battery charge below 80%, as indicated by the visual indicator, you will be charged the Refueling_Recharge Fee as detailed in the Recommended Rates Guide, and you will also be required to pay the price per kWh of the electricity recharged. This price will be communicated to you by Europcar staff when you return the vehicle.

- **WHAT SHOULD YOU KNOW ABOUT CHARGING TESLA VEHICLES?**

If you rent a TESLA vehicle, you are informed that the price of recharging at TESLA Superchargers will be invoiced to you by Europcar in addition to the rental price, as well as any penalties that may be dued in accordance with the TESLA Supercharger Terms of Use available on the Tesla website (www.tesla.com), including the penalty applicable if you leave the vehicle connected to a Supercharger for longer than the time required to fully recharge it.

The price applicable to these recharges on TESLA Superchargers is indicated on the Vehicle's screen, as well as on the Tesla website (www.tesla.com). This price differs depending on the location of the charger and the date/hour of recharging. Please check these prices before recharging.

The price of these recharges will be invoiced by EUROPCAR within seven (7) working days of the end of the rental contract and charged to the same payment method used to pay for your rental. If your rental lasts 30 days or more, the first invoice for the recharges made during this period will be issued within a maximum of seven (7) working days after the first 30 days of rental. After the first 30 days of rental, the following invoices corresponding to vehicle recharging shall be issued on a weekly basis.

Charging at recharging points other than TESLA Superchargers is entirely at your expense.

Penalties for misuse of TESLA Superchargers.

You will therefore be billed by Europcar for the penalties applied by TESLA for recharging during your rental period.

In order to allow the smoothest possible access to its Superchargers, TESLA applies penalties per minute when the customer leaves his vehicle connected beyond the time required for its full recharging, which is indicated on the vehicle's dashboard when it is connected. The amount of such penalty, as well as any other penalties that may apply, is at the sole discretion of TESLA and is set forth on the Tesla website (www.tesla.com).

20. DO I HAVE TO PAY A DEPOSIT BEFORE COLLECTING THE VEHICLE?

When you collect the vehicle, if the payment method chosen by you for the payment of the rental is by bank card, Europcar will request, before the start of the rental, an authorisation from the bank card issuer for the corresponding amount as a deposit. This amount will be deducted from the authorised spending limit on your payment card. The deposit will cover any

additional costs that may arise from the rental, missing fuel upon return of the vehicle, additional days, additional mileage, certain charges).

If you have paid the rental in advance, the amount of the deposit is 500 Euros for Europcar and Keddy (or the equivalent in local currency).

If you have not yet paid for the rental at the time of booking, the cost of the rental will also be blocked on your bank card. In this case, the amount blocked on your bank card will be the cost of the rental plus the 500 Euros, (or the equivalent in local currency), for Europcar and Keddy.

In any case, the final amount is indicated in the confirmation e-mail sent to you at the time of booking and in the Rental Agreement. Please note that for pre-paid bookings, if you subsequently make additional purchases at the counter, the amount of these additional sales will be added to the deposit amount. The deposit will be refunded to You at the end of Your Rental Agreement if there are no other outstanding costs.

Situation	Deposit release time (after being invoiced)
Payment on return with the same payment card used for deposit	4 working days
Payment on return with another means of payment (cash, other payment card, etc.) than the payment card used for the deposit	4 working days
Prepayment with extras (fuel, additional driver, etc) to pay on return with the card used for deposit	4 working days
Prepayment with extras (fuel, additional driver, etc) to pay on return with another means of payment (cash, other payment card, etc.) than the card used for the deposit	4 working days
Prepayment without any extras, so no payment on the card used for the deposit	4 working days
You have starter your rental, paid a deposit and finally change your mind and cancel your rental	Up to 30 days

Notwithstanding the above, in the event that You take out a damage waiver product (SPCDW Protection, Premium Protection, Selection Protection, Plus Protection or Total Premium Protection)the amount of the deposit will be 100 Euros (or the equivalent in local currency) and if You take out the Medium level of protection the amount of the deposit will be 300 Euros.

21. CAN I PAY MY RENTAL WITH A FOREIGN CREDIT CARD?

If You are a foreign hirer holding a Visa or MasterCard credit card (with a base currency other than the Euro) you can benefit from the option of currency conversion to the currency of the card with which you pay your rental. The Europcar agent offering You this facility will enter Your reply into the system and the Rental Agreement will specify the option chosen. In this case, Europcar will take care of the currency conversion, using an exchange rate based on the Reuters index, with 3.25 % exchange fee. If You wish to change Your mind, You can do so by making the appropriate declaration when returning the Vehicle to the Europcar counter and You will be forwarded Your final invoice in Euros. If for any technical reason Europcar is unable to provide this service or if You are a VISA or MasterCard credit card holder who has chosen to pay in Euros, then the conversion into the base currency of the card will be carried out according to Your bank's terms and conditions.

22. HOW DOES EUROPCAR PROTECT MY PERSONAL DATA?

Who is responsible for processing your data?
Data Controller´s Name: EUROPCAR IB. S.A.
Address: Avda del Partenón, Madrid
Contact information: dpo@europcar.com

The contact information of the Data Protection Officer is: *dpo@europcar.com*

For what purpose do we process your personal data?

EUROPCAR may process your personal data for any of the following purposes:

- **Provision of the vehicle rental service and execution of the contract.** This purpose includes actions such as:
  - Your registration as a member of EUROPCAR IB, to create your account and assign your EUROPCAR IB ID. This processing is necessary to identify you and to prepare and facilitate your future rentals/bookings with EUROPCAR IB.
  - Your booking and vehicle rental agreement, i.e. to confirm and secure your booking; to modify or cancel your booking; to exchange communications with you in connection with your booking/rental (e.g. to provide you with information about your booking/rental, to send you a reminder before your check-in/check-out, to answer your questions or suggestions); return any possessions you may have left behind either in the vehicle or in our offices, for billing and, where appropriate, to manage non-payments; Customer Service; management of Traffic Offences; Roadside Assistance Services and Accident Insurance;
- **The improvement of EUROPCAR IB's products/services based on the customer surveys you have completed.** This processing, aimed at better understanding the needs of EUROPCAR IB partners to enhance their experience of EUROPCAR IB products/services, is based on the legitimate interest of EUROPCAR IB.
- **Compliance with legal obligations:** EUROPCAR may process your personal data in order to comply with the legal obligations to which you are subject, such as the identification of the driver in the event of a traffic offence, the provision of roadside assistance and accident insurance services or the transfer of your data to the competent authorities.
- **Advertising purposes:** If you have consented, EUROPCAR IB, S.A. may send you information or commercial offers, promotions, competitions and promotional surveys of its own or of EUROPCAR Group companies located in the EEA and in third countries (Australia and New Zealand).
- **Management of insurance and assistance in the event of accidents**: EUROPCAR may process possible data relating to your health, in those cases in which it is strictly necessary as a result of your involvement in a traffic accident, and may assign such data to the roadside assistance and accident insurance services. This is also a consequence of the legal obligation by EUROPCAR to provide you with compulsory civil liability insurance, regardless of whether you can take out any additional cover offered to you.
- **Personal data of additional drivers**, stating that the personal data provided by you will be solely and exclusively processed for the purposes described below, and in the cases in which it is strictly necessary for the management of the contract and, where appropriate, identification before competent authorities or insurance companies.
- **Claims and security**. EUROPCAR may retain your personal data in those cases where you have not fulfilled your contractual obligations, in particular with regard to the status of the return of the vehicles, or the non-return of the vehicles. In this case, your data will be kept for the purposes of making the relevant inquiries and, if necessary, to adopt the appropriate legal measures. In this regard, your data may be processed in order to block your driver ID in the event of certain contractual risks based on:
  - payment incidents that have led to legal proceedings;
  - vehicle accidents or repeated damage caused by EUROPCAR IB customers;
  - accidents or damage voluntarily caused by customers to EUROPCAR IB;
  - use of EUROPCAR IB vehicles in breach of the general terms and conditions for vehicle rental.
  - This processing is aimed at reducing EUROPCAR IB's exposure to risks in the performance of rental contracts, and it is based on EUROPCAR IB's legitimate interest. (If your details have been blocked by EUROPCAR your booking/rental request will be rejected). Depending on the case, you have the right to challenge this decision by contacting dpo@europcar.com
- **Connected vehicles/geo-location:** Some of the vehicles in our fleet are equipped with geo-location devices for security reasons. EUROPCAR IB may access geo-location data solely for the purpose of monitoring the condition of the vehicle and preventing fraud and theft. Our intention is not to locate the driver or you, but to protect our vehicles.

  If you have consented for us to do so, such geo-location data may be collected and used by EUROPCAR to make aggregated statistical reports in order to improve the quality of service and vehicles, as well as to carry out promotions and personalised offers, although your identity will never be disclosed

How long do we keep your data?

Your personal data is stored for different periods, depending on the purposes for which it is processed:

Purpose	Retention period
▪ Your registration as a member of EUROPCAR IB, to create your account and assign your EUROPCAR IB ID ▪ Your booking and your car rental agreement	For as long as the business relationship lasts. However, the information that may evidence a right, or a rental agreement, or that must be retained in compliance with a legal requirement, may be subject to an interim archiving policy for a period not to exceed the time necessary for the purposes for which it is retained, in accordance with applicable legal provisions.

Purpose	Retention period
▪ Payment - Payment Card Information	Until the actual completion of payment. However, the payment card information (excluding the visual cryptogram): • that can prove a payment (i.e. card number and validity date) is subject to an interim filing policy for a period of 13 months from the actual payment for a credit card and 15 months for a deferred debit card, to be used only if the transaction is disputed; • may be retained for a longer period of time, subject to your express consent to facilitate future payments. In any case, the related information will be deleted when the payment card expires.
▪ Promotional and marketing activities	▪ 3 years from the end of the relationship with EUROPCAR.
▪ Payment of fines	For the time necessary to identify the driver (or potential driver) responsible for the offence leading to the fine. However, the relevant information may be retained for a longer period of time after the receipt of the fine, subject to an interim filing policy.
▪ Blocking of Driver ID of customers presenting certain contractual risks, namely: (i) payment incidents that have given rise to legal proceedings; (ii) vehicle accidents or repeated damage caused by customers of EUROPCAR IB; (iii) accidents or damage caused voluntarily.	3 years from when the relevant event occurred
the use of EUROPCAR IB vehicles in breach of the general terms and conditions for vehicle rental	5 years from when this event occurred
Geo-location data	

What is the legal basis for processing your data?

The legal basis for processing your data is as follows:

- **Contractual relationship** regarding the rental of vehicles, control, maintenance and execution of the contractual relationship with you, based on Article 6.1 b) of the GPDR, as well as, where applicable, provision of roadside assistance and accident insurance services, management of non-payment, customer service, management of complaints and claims, etc.

The international assignment or transfer of your personal data to other Group entities outside the EU, to the extent necessary for the provision of the services. Depending on the case, certain recipients may be located in countries that have been recognised by the European Commission as having an adequate level of data protection, as well as to countries without such recognition. In any case, EUROPCAR IB has established the appropriate safeguards to protect your personal data, in compliance with Regulation (EU) 2016/679.

Information on the countries to which your personal data may be transferred to, the level of data protection and the possible guarantees put in place by EUROPCAR IB can be found at http://microsite.europcar.com/newsletter/spain/PDF/ESP-ForthePrivacyPolicy-ListofCountries-02052018.pdf.

- **Unambiguous Consent:** You may receive communications about products or promotions from the Group or third parties where you have provided your consent. In the same way, with regard to the implementation of loyalty campaigns, statistics and surveys.

Similarly, regarding the possible participation by you in prize draws, competitions and/or surveys for promotional purposes promoted by EUROPCAR IB, S.A., so as to monitor their progress, maintenance and execution. For the processing of geo-location data for statistics and customer segmentation with dissociated or aggregated data.

- **Legal obligation for the data controller:**
  - Obligation to have a compulsory civil liability insurance: Royal Decree 1507/2008, of 12 September, approving the Regulations on compulsory civil liability insurance for motor vehicles. By virtue of these regulations, rental vehicles are obliged to have this insurance.
  - Obligation to transfer personal data to the State Security Forces and Bodies within the framework of an investigation: Organic Law 4/2015, of 30 March, on the protection of citizen security.
  - Management of traffic fines and identification of the driver: Royal Legislative Decree 6/2015, of 30 October, approving the revised text of the Law on Traffic, Circulation of Motor Vehicles and Road Safety.
- **Legitimate interest:** transfer of data to EUROPCAR FRANCE and Group entities for the purpose of economic and administrative management and centralised control of the Group, as well as, where appropriate, geo-location data on Europcar vehicles for fleet control.

To whom will your data be communicated?
Your data may be disclosed to the following entities:

- authorised personnel of EUROPCAR IB and of entities of the same group and/or of entities of the EUROPCAR IB franchise network, or to sales agents / intermediaries appointed by EUROPCAR IB, for the purposes described in this document;
- third-party IT service providers for technical purposes, to assist EUROPCAR IB in providing its products/services to you. Our main IT service providers are the following:
    - Cap Gemini, for the development and maintenance of commercial applications;
    - Sopra Steria, for data centre maintenance and user support services;
    - Unisys, for hardware implementation and maintenance;
    - SalesForce, for marketing automation services;
    - Google Inc. in particular for hosting services and commercial applications
- Insurance companies contracted by EUROPCAR for the purpose of providing accident insurance and roadside assistance services (Allianz, EUROP ASSISTANCE, AXA XL, FIATC)
- Public business entity Administrador de Infraestructuras Ferroviarias (ADIF), Aena SME, S.A., (AENA), all in compliance with the obligations assumed within the contract and for the provision of the service.
- Public Administrations for compliance with obligations: competent traffic authorities; state security forces and bodies; Tax Agency.
- Europcar Group entities located in the EEA and in third countries (Australia and New Zealand) for administrative management and internal control of the group itself, as well as, where appropriate, the provision of international rental services.
- SECURITIFLEET S.L., as well as, where applicable, other financial entities holding the vehicles and/or any Europcar Group company. The sole purpose of this company is to comply with the requirements of the relevant authorities in the event of potential traffic penalties resulting from infringements committed during the vehicle rental period, in Spain as well as the other countries in the European Economic Area, and The Netherlands in particular.
- Entities holding solvency files may transfer this information to an information file (database) on solvency and credit if, for any reason, you have a certain, due and payable debt with EUROPCAR that you have been asked to pay but have not paid within the period stipulated in the General Terms and Conditions of Contract.

How did we obtain your data?

- The data processed by EUROPCAR are those provided by you, when you sign up for a car rental agreement (either in person at our offices, open to the public, or through our online or telephone booking form).
- Through EUROPCAR collaborating entities such as hotels, travel agencies or pre-rental agents.
- Where applicable, the data that may be collected through GPS or telematic devices that your vehicle may have been equipped with.

What are your rights when you provide us with your data?

- Anyone has the right to obtain information about whether or not EUROPCAR is processing personal data concerning them.
- Data subjects have the right to access their personal data, as well as the right to request the rectification of inaccurate data or, where appropriate, to request their deletion when, among other reasons, the data is no longer necessary for the purposes for which they were collected.
- In certain circumstances, data subjects may request a restriction on the processing of their data, in which case we will only retain them for the purpose of pursuing or defending claims.
- In certain circumstances and for reasons relating to their particular situation, data subjects may object to the processing of their data. EUROPCAR shall cease processing the data, except for compelling legitimate reasons, or for the exercise or defence of any claims.
- As for processing based on obtaining your consent, you may revoke this at any time, by contacting the CUSTOMER SERVICE department or by sending a communication to the following email address dpo@europcar.com
- If applicable, you may request the portability of your data.

In order to protect your privacy and security, we will take reasonable steps to verify your identity before granting you access or making corrections.
In accordance with Article 77 of Regulation (EU) 2016/679, you may submit a complaint regarding the processing of your personal data to the Spanish Data Protection Agency, if you consider that such processing is in breach of the aforementioned Regulation.

23. ARE THE VEHICLES EQUIPPED WITH A GEO-LOCATION DEVICE?
Europcar may use electronic equipment installed in the Vehicle for the following purposes to:

- Manage the rental of the vehicle (delivery, collection, vehicle maintenance, billing, etc.);
- Identify and prevent property crime and fraud;

- Ensure that obligations under the rental agreement are met (e.g., if the vehicle is not returned at the end of the agreed rental period, or if the Vehicle is used outside of the authorised geographical area);
- Detect, verify and investigate accidents and damage to the Vehicle;
- Improve fleet management (such as Vehicle condition, mileage, fuel level, operational fuel level, operational and diagnostic data, collision alert, etc.),

This information can be used both during and after the end of the Rental Period. For further information on Europcar's connected vehicle data processing, please refer to our relevant privacy policy. Under no circumstances should you unilaterally disconnect the equipment installed in the Vehicle. In the event of uninstallation and/or non-return of this equipment, Europcar may charge you additional fees in accordance with the penalties set out in the Recommended Rates Guide and in the article "Damage to the Vehicle" of these T&Cs.

24. WHAT HAPPENS IN CASE OF DISPUTE REGARDING MY RENTAL?

Applicable law

In case of dispute between You and Europcar regarding Your rental, the applicable law will be the law of the country of where the Vehicle is collected. For example, if You are a Spanish citizen and You collect the Vehicle in Spain, the applicable law will be the French law. However, if You hired a Vehicle whilst in Germany then Your rental will be subject to the German law.

Customer service

Regardless of where Your rental took place You can choose to consult with the Customer Services department in Your country of residence. Your Customer Services team will contact the country of rental on Your behalf and try to resolve Your query. You can contact Customer Services at the following addresses and telephone: Avda del Partenón 16-18, 28042 Madrid; phone: 91 343 45 03

Notifications

All notifications relating to the Rental Agreement will be sent to the addresses indicated in the Rental Agreement. Any notice given to the aforementioned addresses shall have full contractual effect, unless the other party has been previously notified in writing of a new address.

Conciliation before ECRCS

You may file a claim before the European Car Rental Conciliation Service (ECRCS) *(https://consumer-redress.ec.europa.eu/index_en*).

Please note that Europcar has subscribed to the ERCRS programme in order to enable its customers to resolve their complaints concerning cross border vehicle rentals within Europe.

It should be underlined that this conciliation service can only help with disputes involving a ‘cross-border’ rental transaction occurring within the European Union - You must be a resident of the EU and the rental must have taken place in a different EU country. If your complaint concerns a non-cross-border rental then ECRCS will not be able to look at your complaint.

Jurisdiction

Any disputes that may arise as a result of the Rental Agreement between You and Europcar come under the jurisdiction of the Spanish courts of law, to which both parties are bound.

Contractual documents

The binding documents between You and Europcar are the following, by order of priority:

- The Rental Agreement and its conditions,
- The Europcar Insurance and Protection General Terms and Conditions,
- The Recommended Rates Guide
- The confirmation email that You receive when booking a Vehicle.
- These T&Cs, which apply to all aforementioned documents.

25. IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY?

Leaseurope has published a code of conduct for the car rental industry. You may obtain a copy at the following address: www.leaseurope.org.

26. WHO OWNS THE VEHICLES?

The companies Securitifleet, S.L. and Goldfleet Spain, S.L.U. are the owners of almost all of the vehicles that Europcar IB, S.A.U. rents to its customers in accordance with these general terms and conditions of rental and both of them have constituted a pledge over their respective vehicles for the benefit of their respective creditors by virtue of a financing agreement entitled the "Spanish Securitifleet Financing Agreement" and its successors and assignees (Securitifleet, S.L.) and a financing agreement entitled "Spanish Goldfleet Financing Agreement" and its successors and assignees (Goldfleet Spain, S.L.U.). For the purposes of said pledges, Europcar IB, S.A.U. has been designated as the third-party holder pursuant to Article 1,863 of the Spanish Civil Code.

Consequently, although Securitifleet, S.L. or Goldfleet Spain, S.L.U. appear as owners of the vehicles in any documentation that may have been given to you, any return of a vehicle by a customer to Europcar IB, S.A.U. will need to be undertaken for the benefit of Europcar IB, S.A.U., in its capacity as third-party holder or, as the case may be, to any other entity that may substitute it in such capacity, and in no case to Securitifleet, S.L. or Goldfleet Spain, S.L.U. For further information, please contact the Customer Care Department of Europcar IB, S.A.U. on the telephone number 917 226 200.

27. WHAT IS THE EUROPCAR'S PROCEDURE FOR LOST PROPERTY?

Europcar is not responsible for objects left behind in our offices and vehicles; nevertheless, we will make our best efforts in contacting customers if we find any.

Europcar will dispose of all personal and financial information after one (1) month from the end of the rental in the following way, depending on what the items are:

• Passports and Driving Cards will be handed over to the relevant local authority.
• Credit cards will be destroyed.
• Cash will be deposited in the bank
• Electronic devices (laptops, mobile phones, tablets, cameras, as well as any other device that may contain personal data will be sent by our office staff to our IT systems department, guaranteeing the complete deletion of said data before proceeding to recycle it.
• Clothes or personal belongings will be recycled in the appropriate clothing containers.
• Medicines will be deposited at the nearest SIGRE point.
• Other objects found in our vehicles (child restraint devices, supports and/or chargers for computers and mobile phones and /or USB devices) will be disposed of in the appropriate disposal units.

In the event that you wish to claim the lost object, you should contact our Customer Service or the rental office at which you arranged the vehicle booking and provide the corresponding personal identification (ID, driver's licence, passport ...) If you are not the owner of the lost object, you must provide the corresponding authorisation signed by the owner.

APPENDIX 1
ROADSIDE ASSISTANCE TERMS AND CONDITIONS

In case of accident, mechanical breakdown or any other incident affecting the vehicle that prevents you from continuing your journey, there is a 24 hour roadside assistance service included in the rental agreement price, the terms and conditions of which are shown below.

If you wish to use this service, you can call Europcar roadside assistance 24 hours a day, 365 days a year: on 900 181 735 in Spain and +34 91 594 0759 from abroad.

What does the 24 hour roadside assistence service cover?

PERSONAL ASSISTANCE:

If the vehicle cannot be repaired in situ or in the event of theft, the Road Assistance Company will offer the vehicle's occupants one of the following services, in order of prevalence:

- A taxi to take all the occupants to the nearest EUROPCAR office to the site of the incident in Spain, during opening hours provided that the Road Assistance Company has previously been able to confirm that there is availability to offer the Customer a replacement vehicle or, if preferred by the driver, to their destination in Spain, if within a radius of 200 kilometres.

- One night's accommodation at a hotel close to the site of the incident for all occupants of the vehicle, if their habitual residence in Spain is more than 100 kilometres away and the service in the previous point has not been used.

This service includes the taxi service for the transfer of the occupants to the hotel, and the transfer the next day from the hotel to the nearest EUROPCAR office so that the Customer can pick up a replacement vehicle

- Transfer of the occupants, using the means of transport considered by the Road Assistance Company to be most appropriate, to the home of the vehicle's driver in Spain, or to their journey's destination when the distance is less than returning home and with the limit of 200 kms. radius when none of the services indicated in the two previous points have been used.

If the Customer or driver of the EUROPCAR vehicle falls ill during the rental period or suffers an accident while driving that prevents them from continuing their journey or from using the vehicle:

- Transfer or medical repatriation of the injured or ill parties, to a hospital or to their home in Spain, depending on whether they need to be hospitalised, according to the criteria of the assistance company's medical team.

VEHICLE ASSISTANCE:

When viable and provided that the incident involving the vehicle does not require any of the personal assistance services described above to be provided, the Road Asistance Company shall offer the Customer or the driver of the EUROPCAR vehicle all the technical support at its disposal to attempt to resolve the incident by phone as quickly as possible.

If this is not possible, and if assistance must be sent to the site of the incident where the vehicle is located, the assistance company will offer to provide the following services:

- Urgent in situ repair of the vehicle at the site of the incident, when this is possible, ensuring that the vehicle is fully operational before the journey can be continued.
- Tow or transfer of the vehicle to a garage approved by EUROPCAR or to an established destination point that is closest to the site of the incident, within a 100 kilometre radius, when the repair or the incident cannot be resolved in situ.
- Recovery of the vehicle if it has overturned or fallen into a ditch while driving on the ordinary public road system.

24H ROADSIDE ASSISTANCE - EXCLUSIONS

- **Error, negligence or misuse of the vehicle by the Customer.**
- **Loss or breakage of keys or leaving them inside the locked vehicle.**
- **Running out of petrol or using the wrong fuel.**
- **Recovery of vehicles from locations or routes that are unsuitable for driving or unpaved routes.**
- **Defective fitting of accessories in the vehicle by the Customer.**

In these cases, provided you have requested them using the telephone numbers in Appendix 1, Europcar will provide suitable roadside assistance service from those described above ("Personal assistance" or "Vehicle assistance") but you will be billed for the amount of the charge established in the Recommended Rates Guide.

The RSA product extends the 24h roadside assistance cover to avoid payment for the above exclusions.

For Passenger Cars, the EMS product improves the 24h roadside assistance cover to avoid payment for the above exclusions.