

## GENERAL RENTAL CONDITIONS

This contract represents a summary of the main provisions of the General Rental Conditions which, together with the rental letter signed by the Client, constitute the exclusive source that regulates the contractual relationship between the rental agency Tomitni Cars, S.L. C/ Ca'n Calafat, 81 Pol. Son Oms - Palma de Mallorca (\$ company\_province) and the Client or its Affiliates.

### 1. USE OF THE VEHICLE

Driving the rented vehicle and/or motorcycle is permitted only to people in possession of a valid driver's license type "A1", "A2", "A3" and "B".

The following minimum age is required:

- "A1" - 16 years for motorcycles up to 11 kw - "A2" - 18 years for motorcycles up to 35kw and "A3" 24 years for motorcycles over 35kw.

- "B" - 18 years - only for novice drivers, vehicles up to 55 kW - after 01 year of driving license "B" all vehicle types up to 9 seats.

- "B" - 18 years for all types of trucks up to 35q.

The vehicle and/or motorcycle are entrusted to the Client assuming that he or she will use it to drive it personally.

The client assumes all risks or responsibilities in the event of entrusting the guidance of the vehicle and/or motorcycle to third parties, and also to a person without a driving license or no authorized by the rental company.

The client can inform the rental agency where he rented the vehicle and/or the motorcycle the name of other possible people who want to drive the vehicle and/or the motorcycle. They will be authorized at a second time upon presentation of the driver's license. For particular groups of vehicles in particular areas two credit cards may be required, at the discretion of the rental agency.

### 2. RENT PAYMENT

With credit/debit cards, after granting authorization from the issuing entity; and/or cash. If the client wishes to pay in cash, they must notify the agency in advance by email and/or WhatsApp.

The customer with a credit card authorizes the rental agency to debit his account for all charges corresponding to his charge that are related to the rental, including those that may be necessary for the recovery of any type of credit claimed by the agency. rental against the customer in connection with the rental.

### 3. RC DAMAGE INSURANCE FRANCHISES - ALL RISK - THEFT - FIRE

The rented vehicle and/or motorcycle are covered by Civil Liability and Driver Insurance

If the client contracts Bluepack or Greenpack, the deductible indicated in the contract will be the one charged in the event of theft and/or fire. The excess paid by the client is the one indicated in the contract and changes depending on the vehicle or motorcycle rented. If Redpack has been contracted, the client does not have a franchise.

(A) In the event of total IRREPARABILITY of the rented vehicle and/or motorcycle due to a serious traffic accident due to drunk driving and/or drug use, the deductible paid by the client is equal to 100% of the current value of the vehicle and /or rented motorcycle.

4. The Blue Pack does not include expenses within the deductible limit for roadside assistance or towing, damage to rims, tires, glass, interior, exterior and underbody of the vehicle as well as loss or damage to keys. These expenses will be deducted from the retained excess.

5. The Green Pack does not include expenses within the deductible limit for roadside or tow truck assistance, damage to rims, tires, glass, interior, exterior and underbody of the vehicle, as well as loss or damage to keys.

For vehicles and/or motorcycles with Diablock or Block shaft anti-theft, if the Client is a victim of theft of the rented vehicle and/or motorcycle, and does not return the original ignition key including the key to one of the anti-theft devices mentioned above , you will have to pay a deductible equal to 100% of the current value of the vehicle. In all cases of traffic accident, theft, fire partial or total, the Client is obliged to submit a report to the competent Authorities and, within 12 hours after the event, deliver it to the rental company.

The damages related to the traffic accident are not attributable to the client who presents the Friendly Accident Declaration with clear and signed responsibility of the counterparty. The Client can subscribe to the Additional Service (Redpack) that reduces or eliminates the deductible for Economic Responsibility, for those who are responsible for the vehicle and/or motorcycle. The subscription to the Additional Service that reduces or eliminates the liability for damages in addition to having an additional cost to the price of the official price list of the rented vehicle and/or motorcycle, (with the exclusion of the damages mentioned in point (A) in precedence), does not exonerate the client from taking ordinary diligence to drive the vehicle and/or motorcycle.

6. The Red Pack does not include loss or damage to keys, as well as damage to the interior, exterior and bottom of the vehicle due to improper use.

Tomitni Cars, S.L., as a penalty, reserves the right to charge for damages attributable to the Customer's responsibility.

## 7. SUPPLY SERVICE

The rented vehicle and/or motorcycle must be returned with the same liters of fuel existing upon delivery. In the Greenpack & Redpack the fuel policy will be full/full. In the Bluepack for each missing liter of fuel, the Customer will be charged a total of €2.50 per liter and a fuel restoration fee of €25.00 with VAT.

## 8. MILEAGE

The mileage limits and costs for additional kilometers of the rented vehicle and/or motorcycle are those indicated in the rental letter. For Bluepack the limit is 200km/day, each additional kilometer has a cost of €1 per extra kilometer. For both Greenpack and Redpack the mileage is unlimited.

## 9. VEHICLE CIRCULATION

The client is authorized to use the vehicle in member states and agrees NOT to circulate the vehicle and/or motorcycle in countries not expressly indicated on the "green card" that has been delivered along with the vehicle and/or motorcycle documents.

Any unauthorized or illegal use by Contract and/or by law obliges the Client to compensate for the damages caused, eventually also jointly and severally with any other driver and entails the loss of any limitation of liability exposing the Client to responsibilities and claims. related. The rental agency reserves the right to take possession of the vehicle and/or motorcycle at any place and time in case of violation of the provisions of this article.

The client is responsible for the circulation of the vehicle and/or motorcycle, as well as its ordinary use and maintenance.

In the event that roadside assistance is needed (for example, due to a breakdown or traffic accident), the Client must contact the Rental Agency where the vehicle and/or motorcycle was rented, requesting instructions on what to do with the assistance. numbers specified in the rental letter. The Rental Agency is excluded from any liability for loss or damage following breakdown of the vehicle and/or motorcycle, non-compliance or delay in delivery, deterioration of goods or damage of any other type, except in cases of intent or gross negligence. from the rental agency.

Likewise, you are excluded from any liability for damage to things transported or forgotten in the returned vehicle and/or motorcycle.

The Client is responsible for fines and/or any other charges resulting from violations of the highway code or other provisions of the law or regulations, tolls, the cost of parking and, in general, the costs derived from driving the vehicle and/or or motorcycle by third parties during the rental period and undertakes to refund the sums paid in advance, including additional legal, postal and administrative costs related to the refund request and excludes the rental agency from any damages and/or claims from third parties. Each administrative procedure has a cost and the Client authorizes the charge from now on.

ONE WAY TRAVEL SERVICE IS NOT ALLOWED FOR A ONE-WAY TRIP, IF NOT SPECIFICALLY AUTHORIZED BY THE RENTAL AGENCY.

## 10. VEHICLE DELIVERY

At the beginning of the rental, the client must release a document relating to the delivery date of the vehicle and/or motorcycle: any change to the document must be communicated in advance to the rental agency.

A rental day is considered 24 hours with a tolerance of 120 minutes, after that time an additional rental day will be charged. For rates subject to time limits (e.g. weekend, week, etc.) after the tolerance time has elapsed, internal rental will be charged at a daily rate. The vehicle and/or motorcycle must be returned during the opening and/or closing hours of the rental agency.

In case of delivery outside of business hours, provided that it has been previously authorized, the rental will be considered closed during the opening hours of the same Rental Agency.

If the keys to the vehicle and/or motorcycle are not returned, the rental will continue until it is delivered or a loss or theft report is submitted.

The loss or theft of the keys to the vehicle and/or motorcycle will result in a compensation fine of €600.00 (six hundred) without VAT.

The Client agrees to return the vehicle and/or motorcycle in the conditions and with everything that was at the beginning of the rental except normal wear and tear.

In case of loss or theft of the original documentation card of the vehicle and/or motorcycle, the Client must pay an amount of € 200.00 (two hundred) without VAT

11. SMOKING IS PROHIBITED INSIDE THE VEHICLE. The penalty for smoking inside the vehicle is €250

12. ODOMETER. In the event of failure of the supplied odometer, such as in cases where it is physically impossible to detect the mileage traveled, a conventional mileage of 300 kilometers per day will be charged.

13. Vehicle Identification: The Renter must keep the Moov Rent a Car identification stickers and license plate holders on the rented vehicle in order to be identified. Removal of these items will incur an extra charge.

14. Privacy. In relation to the processing of personal data concerning him, as described above, the Client freely expresses his consent, in accordance with and for the purposes of the law. In the event that the provision of this rental agreement was void, this nullity will not determine the invalidity of the other provisions of this rental agreement.

#### APPLICABLE LAW AND COMPETENT COURT

The Terms and Conditions are governed by law. All disputes that may arise in relation to the validity and/or interpretation and/or execution/or termination of the Terms and Conditions will be the jurisdiction of the Court of the place where the Customer has delivered the Vehicle.

#### PRIVACY

In accordance with the indicated legislation, the treatment related to this service will be based on principles of correctness, legality, transparency and protection of your privacy and your rights.

The User's personal data used by Tomitni Cars, S.L. - C/ Ca'n Calafat, 81 - Pol. Son Oms - Palma de Mallorca (Illes Balears) - P.IVA: ESB67742064 - Tel: (+34) 971 062 086 - E-mail: gerencia@moovrentacar.com, which is the owner of the treatment.

In accordance with article 13 of GDPR 2016/679, we therefore provide you with the following information:

#### 1) TYPES OF DATA COLLECTED

The personal data that will be collected and processed by the activation of this service deals with: identification data (last and first name, residence, address, birth, telephone number, billing address, online identification), identity document (ID card, passport or driver's license), bank details, location data (location , GPS, GSM, others);

#### 2) PURPOSE AND LEGAL BASIS OF PROCESSING

The personal data collected will be processed for the following purposes:

for the conclusion and execution of vehicle and/or motorcycle rental contracts and any contracts, for the analysis and improvement of the Services, for the management of complaints and disputes, implementation of international payment system standards (for example, transfers banking, debits / credits through credit cards, debit cards, etc.)

These purposes are jointly called "contractual purposes". with the prior consent of the User, for sending advertising material and use in the context of analysis and commercial studies and consumer habits. That purpose is called "Marketing Purpose."

The processing of personal data of Users is necessary, with reference to contractual purposes, to execute the Contract. If the user does not provide personal data necessary for contractual purposes, it will not be possible to proceed with the stipulation of the contract.

Processing for marketing purposes is optional. If the user denies consent, they will not receive commercial communications. At any time, the user can revoke any consent given.

#### 3) DATA PROCESSING METHODS

Users' personal data may be processed with appropriate manual or computer tools to guarantee security, confidentiality and avoid unauthorized access, dissemination, modification and theft of data thanks to the adoption of appropriate technical, physical and organizational security measures.

#### 4) CATEGORIES OF RECEIVERS

Without prejudice to communications made in compliance with legal and contractual obligations, all data collected and processed may be communicated exclusively for the purposes specified above to the following categories of recipients: banks and credit institutions; Authorized persons; Providers of third-party consulting and assistance services with reference to the activities of the sectors (by way of example) technology, accounting, administration, legal, insurance, IT; Responsible for the treatment.

## 5) TRANSFER OF DATA TO A FOREIGN COUNTRY AND/OR AN INTERNATIONAL ORGANIZATION

The data you provide will not be transferred to countries outside the EU or international organisations.

## 6) DATA RETENTION TERMS

a) For the contractual purposes mentioned in point 2, the personal data of the Users are kept for a period equal to the duration of the Contract (including renewals) and for the 10 years following the end, termination or withdrawal thereof. , except in cases where storage for a later period is required for any dispute, requests from competent authorities or in accordance with applicable law;

b) for marketing purposes related to the sending of advertising material and its use in the context of commercial analysis and studies and consumer habits, the personal data of users is retained for the duration of the Agreement and for a period of 5 years thereafter its end.

## 7) USER RIGHTS REGARDING YOUR PERSONAL DATA

You can, at any time, exercise the following rights:

request further information in relation to the content of this information; access to personal data; obtain the correction or cancellation of the same or the limitation of the treatment that concerns you (in the cases provided by law); oppose the treatment (in cases provided for by law); data portability (in cases provided by law); revoke consent, where applicable. Withdrawal of consent does not affect the lawfulness of processing based on consent given before revocation; propose a complaint to the supervisory authority (Privacy Guarantor).

14. If the Client decides to pay in a currency other than the currency in which the rental cost is, the equivalent value will be calculated on the exchange rate published by CITI-BANK increased by 4% for the reimbursement of bank charges and commissions and risk of currency fluctuations.

15. The client has received the information referred to in article 13 of EU Regulation 2016/679,

☐ accept

☐ does not accept

to the processing of personal data for the sending of advertising material and use in the context of analysis and commercial studies and consumer habits as specified in the information in Article 10 (Privacy), point 2 of this contract.

16. The Client who has read the Privacy Policy and the General Rental Conditions, declares that he or she wants to specifically approve all clauses.

Client's signature

17. Charges

#### Description of the extra Price

Charges Late return charge 45,00 € By service

Vehicle abandonment fee 250,00 € By service

Administrative damage charge 40,00 € By service

Identification removal fee 50,00 € By service

Found Item Shipping Fee 20,00 € By service

Accident Report Management Charge 40,00 € By service

Unauthorized Vehicle Use Fee 60,00 € By service

Fine management fee 50,00 € By service

Excess mileage charge 1,00 € For extra km

Fuel Refueling management 25,00 € By service