

## **General Conditions of Rental**

#### **Contents**

- The agreement
- 2) Minimum requirements for rental
- 3) Security Checks
- 4) The Price
- 5) Customers with a disability
- 6) Picking up the vehicle
- 7) Vehicle inspection upon pick-up
- 8) During rental
- 9) Extending the rental period
- 10) Damages, non-return or theft
- 11) Administrative sanctions for violation of traffic laws and for failure to pay for parking / tolls
- 12) Vehicle return
- 13) Inspection of vehicle conditions upon return
- 14) Fuel and Electricity Charges
- 15) Optional Extras Products
- 16) Optional Extras Services
- 17) Optional Extras Eliminating Financial Liability and other coverages
- 18) Paymen
- 19) Early termination of the agreement
- 20) Processing of personal data
- 21) Lost items
- 22) Disputes and contacts

#### Maggiore is a brand of Avis Budget Group

Prior to the rental the Customer is required to read the General Conditions of Rental ("General Conditions") and the specific Conditions of the Country of Rental ("Specific Conditions of the Country of Rental): in the event that the General Conditions and the Specific Conditions of the Country of Rental are not in alignment, the latter shall prevail over the former.

Customers and any additional drivers will find below all the necessary information regarding the rental of the vehicle, including a list of documents that need to be shown at the time of rental and the liabilities of the parties involved.

It is important to us that the customer enjoys an excellent rental experience and has all the necessary information. That is why, even if it takes a bit of time, we request the Customer to read this document carefully prior to signing it.

By entering into the rental agreement, you expressly agree that we can recover the additional charges set out in relation to electricity and refuel costs (and other similar charges). Please see in particular section 14 on Fuel and Electricity Charges.

1



#### **Main Terms and Conditions**

 <u>Rental Agreement.</u> this contract is an agreement between us, the supplier of the vehicle as specified in the specific Terms and Conditions for the rental location and the person specified on the rental agreement.

The Customer is required to read the General Conditions of rental and the Country Specific Conditions of rental, both integral and substantial parts of the rental agreement.

The Driver takes due note of the requirements referred to in articles 94 clause 4---bis. c.d.s. (highway code), and 247---bis, clause 2, subpara. B) of Presidential Decree D.P.R. no. 495/1992, that Ministry of Transport must be informed of the name of every user that kept the rented vehicle for more than 30 days; this is the obligation of the driver and he/she must fulfil it personally, at his/her own expense. Maggiore intends to facilitate fulfilment of this obligation, taking over the task of doing it by a specific proxy in the text of the Rental Letter, with obligations and costs up to the user to the extent shown in the Price Lists.

2) <u>The vehicle</u>. Maggiore will provide the vehicle in a condition suitable for circulation, fitted with safety equipment and up to date with registration and circulation taxes. In Europe, we are required to provide vehicles with compulsory liability (third parties) insurance coverage. Please note that the driver is not here deemed a third party and therefore is not covered by this insurance.

The Customer is liable for returning the vehicle and its optional extras in the exact same conditions in which he/she obtained them, save for normal wear. The Customer must also carefully check on the vehicle's conditions prior to taking the wheel.

At the time of pick-up, the Customer is required to verify that the vehicle's conditions are in accordance with the report and must notify of any undetected damage. The Customer is also required to notify whether the fuel and/or electricity charge levels (as applicable) reported, is incorrect and whether there is a copy of the registration booklet, the insurance certificate, the "green card" (international certificate of insurance), the Accident report form and the compulsory safety kit.

- 3) Rental Period. The Customer is liable for the vehicle and any optional extras purchased for the whole duration of the rental period:
- a) the rental period starts from the time the vehicle is picked up ("check-out") and ends upon verified return of the vehicle and its keys ("check-in").
- b) The Customer is liable for returning the vehicle to the assigned staff and during business hours of the specific office at the agreed upon location. The Customer remains liable for the vehicle when returning the vehicle after business hours or in the absence of the staff in charge of the check-in.
- c) If the Customer uses the "Pick-up and Return" service, **he/she remains liable for** the vehicle from the time of pick-up and until its return to the pertinent staff.
- 4) Rental costs and other costs. You must pay the amounts on the rental agreement for the vehicle and for any optional extras for the rental period. You must pay for any extensions to the rental period, including for optional extras that you agreed to. In accordance with the present General Conditions, Location Specific Conditions and the rental agreement, you must pay the amount of your economic liability in case of theft and damage to the vehicle, and any specialist-cleaning charges, towing fees, toll charges, parking, administrative sanctions for any violation of traffic laws and for the failure to pay for parking / tolls and an amount for the logistic, accounting, IT and legal management of each administrative sanction issued in the Country where the vehicle is conducted, as well as for the risks connected therewith.
- 5) Vehicle usage and complaints: the Customer is liable to: (i) reasonably care for and use the vehicle responsibly, (ii) use the vehicle in compliance with the Laws of the Country in which it is driven, (iii) use the vehicle as authorized by Law and for lawful purposes, (iv) refuel the vehicle with the correct fuel and/or charging cable(s) (as supplied with the vehicle) (as applicable),(v) check that the vehicle is properly locked and, in addition, to verify that the windows, sunroof and hood are all closed, (vi) stop the vehicle if he/she notices a malfunction that could compromise safety as well as any other malfunctions, and provide immediate notice.

The Customer shall not: (i) use the vehicle for commercial purposes; for races of any kind, sports or otherwise, or trial runs; to tow other vehicles or trailers; to transport fuels or flammable, explosive or corrosive materials except electricity; (ii) allow anyone other than the authorized driver to use the vehicle; (iii) use the vehicle, not even through third parties, for the paid transportation of persons or property, with the exception of, in the latter case, vans; (iv) sublet or rent, nor allowing to sublet or rent, the vehicle, not even with driver; (v) transport animals, substances nor anything else that, because of its characteristics or smell, may damage the vehicle and/or delay the possibility of re-renting it; in the event that the vehicle requires extraordinary cleaning, the customer will be charged the sum specified in Maggiore's Price Lists or any larger amount required; (vi) perform any repair work on the rented vehicle without the Rental Company's written consent.

The Customer acknowledges that the rented vehicle may only circulate in the countries specified in the rental agreement. If the Customer drives a vehicle registered in a EU Member State outside the EU or a vehicle registered in a non-EU country, he/she must not use the vehicle in the foreign country for longer than what the law in force allows. The Customer is required to check on the specific conditions of the rental Country, and can also contact the rental office staff or the pertinent authorities if he/she needs any further information.

6) Accidents, theft and damages. The Customer is required to immediately notify (i) the pertinent authorities and (ii) notify us within 24 hours in the event that the vehicle is involved in an accident or has suffered any damage, even if no third parties are involved.

In the event of failure to return the vehicle, theft or damage, the Customer is held liable, in accordance with Maggiore's Price Lists, to pay the pertinent sum for each clearly separate incident of damage for his/her financial liability and any expenses for the administrative management of the theft or damage proceedings (unless he/she has purchased the additional reduction or elimination of financial liability). The Customer is liable for damage to the vehicle, except for specific reductions or eliminations purchased at the time of rental and specified in Article 7 in the appropriate section.

Please note that if you damage the vehicle on more than one occasion, you must, to the extent the law will allow, pay the excess stated on the rental agreement for each clearly separate incident of damage.

If the Client proves, within the terms foreseen by the laws of the rental location, that he/she was not liable for the theft or damage to the vehicle, due to any malicious intent or gross negligence, we will request the other party pay the amount due for financial liability any related expenses so as to reimburse the Customer. For the purposes of an expedite opening of the accident report, the Customer is required, within 24 hours of the accident, to submit the Accident Report Form, duly filled out in every section and including the contact details of all parties involved. The Customer is also liable for damages suffered by the Rental Company as a result of failure to communicate or delayed communication, and as of now commits to pay the amount specified in Maggiore's Price Lists. Due to the increased cost of insurance, in the event of an accident caused by a third party a flat rate will be due as specified in Maggiore's Price Lists. To the extent permitted by law, we will charge for any expenses incurred in contacting the Customer and in obtaining a duly filled out **Accident Report Form** 

The Customer shall not be liable for any costs arising from any malfunctions or damages due to improper vehicle maintenance or covered by the manufacturer's warranty.

7) Reduction of Financial Liability Reductions limit or eliminate the Customer's financial liability in the event of damage or theft. In Europe our rates incorporate only a basic level of exemption and therefore the Customer may be charged an amount up to the maximum specified in the Price Lists plus taxes and administrative management expenses, if applicable. The Customer may further reduce financial liability by purchasing additional optionals, in accordance with the provisions of the Maggiore's Price Lists.

Reductions to the Customer's financial liability will not be applied in the event that the failure to return the vehicle or the damages are attributable (i) to malicious intent or gross negligence (in accordance with the regulations in force in the Country of rental) or (ii) to a violation of Article 5 (Vehicle Use) and 6 (Accidents, theft and damages).

If the reduction of financial liability is not applicable, due to the damage being attributable to malicious intent or gross negligence



from the Customer up to the total amount of the damage or financial loss suffered or that we shall suffer (in which case, the higher of the two amounts shall apply).

- Administrative sanctions and amounts for the management thereof. You must pay for any parking / toll charges and/or administrative sanctions for any violation of traffic laws incurred during the rental period. You must pay an amount for the logistic, accounting, IT and legal management of each administrative sanction related to violations attributable to you, as well as for the risks connected therewith, unless you show that you had paid the administrative sanction before the notification thereof to the Company.
- 9) Fuel& Electricity Charges. For fuel and hybrid (hybrid vehicles are those which combine a petrol or diesel engine with an electric motor) vehicles, the Customer must return the vehicle with the same amount of fuel as when he/she picked-up the vehicle, unless he/she purchased the Prepaid Full-tank option. If the Customer opts to return the vehicle with a lower amount of fuel than the one received, he/she will be charged for the cost of the fuel at the price specified on the "Payment upon Return" option.

If the Customer purchased the Prepaid Full-tank option, he/she is not required to refuel the vehicle before returning it. Unused fuel will not be refunded under the Prepaid-Full-tank option, unless the vehicle is returned with a full tank: in this case, the Prepaid Full-tank option fee will be reimbursed.

For electric vehicles, if you fail to return the vehicle with at least a 70% battery charge, or the same % battery charge as it had at time of pick-up, you will be required to pay a fixed fee dependent on the % battery charge you return the vehicle to us.

10) Additional drivers and passengers. The Customer must ensure that all additional drivers he/she added to this rental agreement or the passengers on board the vehicle comply with these Terms and Conditions. The Customer is also liable for any costs and expenses we incur in the event of any violations to these Terms and Conditions by the additional drivers.

The Customer will not be able to benefit from the financial liability reduction (i) if the financial loss or damage is attributable to malicious intent or gross negligence of the additional driver or of the passengers or their non-compliance or wanton negligence (insofar as these terms are used in accordance with the law in force) or (ii) in the event of intentional violation of Sections 5 and

- 11) Modifications to the rental. The Customer is obliged to pay the additional cost resulting from an extension to the rental period or the additional kilometres travelled in excess to the agreed upon amount and included in the rate. The Customer is required to pay an additional fee for the drop-off trip in the event that he/she returns the vehicle to a rental office other than the pick-up one, as per Maggiore's Price Lists. In the event that the vehicle is not returned to the locations specified in the rental letter, due to the significant organizational disadvantages arising from the unavailability of the vehicle, the Customer commits to paying a sum equal to the "Standard" daily rental rate (see Maggiore's Price List) until the time of delivery, save for greater damage, the cost of the VAL service, any amount due for return in an non-authorized location as per Maggiore's Price Lists.
- 12) Early return of the vehicle. If the Customer returns the vehicle and the optional extras before the agreed upon date and time and no longer meets the requirements of the agreed rate, we can no longer guarantee it. This may result in an increase in the price of rental. There is no refund for unused days.
- 13) <u>Late return of the vehicle.</u> Unless otherwise agreed, the Customer must return the vehicle and optional extras on the date/time specified in this rental agreement. If the Customer needs to return the vehicle after the agreed upon time/date, he/she must request for an extension. A rental day is accounted for as 24 hours from the time of pick-up; After this time period, in the event of a delay, the Customer will have to pay the amount for an additional day of rental for the vehicle and optional extras in addition to a penalty fee for the late delivery of the vehicle for each late day/part-of the-day, with no time grace period. In the event of failure to return the vehicle within the timeframes specified in the rental letter, due to the significant organizational disadvantages caused by the unavailability of the vehicle, the Customer commits to paying a sum equal to the whole "Standard" daily rental rate (see Maggiore's Price Lists) until the time of

- on the Customer's part, we will be authorized to recoup our losses return, save for greater damage, save for the issuance of a written authorization by the Rental Company after the rental and until the timeframe specified on said authorization.
  - 14) Pre-authorization. We will hold a guarantee amount on the Customer's credit card, to ensure sufficient funds are available to make the payment at the end of the rental. If the Customer pays with a different card, up to 28 days will be required prior to the bank refunding the amount that had been previously placed on "hold".
  - 15) Payments. The Customer is not allowed to make payments in any currency other than Euro.

By signing the rental agreement, the Customer authorizes us to charge to his/her credit card all of the costs incurred during the rental period.

- 16) Vehicle traceability. Vehicles could be equipped with geolocalization and positioning systems in order to locate them in the event of theft or failure to return them at the rental office or in the event of an accident or mechanical failure.
- 17) Processing of personal data. The Customer's personal data will be processed in order to: (a) provide rental services and (b) to assess whether to provide rental services in the future. We will provide the Customer's personal data, in accordance with the law in force and, if necessary, with his/her explicit consent, to:
- a) Affiliated to Avis Budget Italia S.p.A. and to companies belonging to the Avis Budget Group also with non-EU locations;
- enforcement authorities/local authorities and parking / toll companies, if they have the right to that information and the law allows us to or to verify the validity of your driving licence;
- third parties who act on our behalf in claims administration and management of administrative sanctions, in collecting monies that you owe us and in conducting customer surveys which we use for improving our services to you.

The Customer has the right to access his/her personal data in our possession (even in exchange for payment, if permitted by law), and may ask us to modify, block, or remove any personal data. The data processor is the provider of the rental service, as stated in this contract.

- 18) Lost items. Except as provided in Art. 4, we will do our best to contact the Customer if we find personal items inside the vehicle. Any item containing personal and financial information found inside the vehicle will be disposed of after 28 days in accordance with our "Privacy Policy" and with the General Conditions of Rental. Notwithstanding the foregoing, the Customer may request the return of the items within and not later than 3 months.
- 19) **Termination Clause**. The violation of even a single one of the provisions of Articles 1, 2, 3, 4, 5, 6, 8, 10, 13 will entitle the Rental Company to terminate the agreement pursuant to art. 1456 of the Civil Code and to the compensation of damages.
- 20) Applicable Law and Court of Jurisdiction. The rental agreement signed by the parties shall be governed by the law in force in the Country where the rental vehicle is collected. Any disputes arising from the relations governed by the "Agreement Documents", without prejudice to the provisions of Art. 33, clause 2, letter u of the Consumer Code (Legislative Decree 206/2005), i.e. the Jurisdiction where the consumer resides or is electively domiciled, the Court of the registered office or residence of the Rental Company will be solely and exclusively competent.
- 21) Translation. In the event of any contrast between this version and the contextual English language version, the Italian one will prevail, being the English version a mere translation..
- 22) Interpretation. If any of the provisions of this Agreement is deemed invalid or ineffective, in whole or in part, it will be deemed not to be part of this Agreement, which will continue to be valid and applicable in all remaining provisions.
- 23) Domicile and communications. The Customer declares to elect its domicile at the address communicated by the Rental Company, as specified in the rental letter. Unless otherwise stated, contractual communications will be made at the email address specified by the Customer.



#### 1) The agreement

#### What is the agreement? Who is the agreement with? **Before signing** The agreement is signed between the The agreement governs the mutual Please read these documents carefully. If you believe you have not received all the documents, or require responsibilities of the Parties with supplier of the vehicle (us) and the person regards to the rental of the vehicle signing the rental agreement (the any further clarification, or if you disagree with the and optional extras. It consists of the Customer). The information of the supplier contents, please contact the responsible staff. following documents: of the vehicle is specified in the rental the rental agreement, including agreement. the terms and conditions Depending on where and how the reservation was made, the booking these General Conditions agreement may have been signed with a the report on the conditions of different party. In order to provide the rental the vehicle (if supplied) service requested we must receive the the Conditions of the Country Customer's data. of Rental By signing the rental agreement... In summary, the Customer accepts... What is the rental period? Rental period refers to the period of time from the to rent the vehicle (including any The Customer: replacement vehicle) and any optional moment of "pick-up" (i.e. from the date and time of the accepts the terms of the rental extras for the whole rental period beginning of the rental as specified in the rental agreement agreement) until when the last of the following to pay the amounts specified in the accepts the General Conditions situations occurs: rental agreement for the rental vehicle accepts the report on the and any optional extras for the whole the date and time when the rental ends as conditions of the vehicle (if duration of the rental specified in the agreement supplied) to pay any rental fees for an extension if the Customer returns the vehicle during regular acknowledges and claims to of the rental period, as well as any business hours, when he/she turns in the keys understand the Conditions of other optional extras agreed upon and the optional extras at the site of return the Country of Rental (available verbally if the Customer uses the Collection Service when on site or received with the to pay the amount for the logistic, returning the keys and any optional extras, after booking confirmation email or accounting, IT and legal management the pertinent Staff controls the vehicle at the supplied upon request). of each administrative sanction issued location agreed upon for the Collection Service in the Country where the vehicle is if the Customer returns the vehicle outside of conducted, as well as for the risks regular business hours, at the time the first, connected therewith, the fees, theft timewise, of the following situations occurs: and damage costs, toll charges. the vehicle is controlled by the pertinent staff parking, administrative sanctions for at 12:00 (noon) of the following day during which violations attributable to the Customer during the rental period, court costs the rental office is operational, after having verified that the vehicle, keys and all optional and/or any other charges according to the terms of the contract extras involved in the agreement are present By signing the rental agreement, the In the event that the vehicle and its keys are not Customer authorizes us to charge retrieved within five days, they will be considered his/her credit card for every cost lost or stolen. incurred during the rental period. For further information, see: Section 10) Damages, failure to return or theft **Additional drivers** Signing the form for additional drivers Is there an extra charge for additional drivers? By signing the form, additional drivers Additional drivers must sign the Yes, we will charge for every additional driver. accept the terms of the agreement. specific form. For further information, see: Section 16) Optional Extras - Services and Conditions of the Country of Rental - miscellaneous information **Maggiore Club** Why should the Customer read the agreement? Even if the Customer is a member of If the Customer has already signed the rental Master Agreement, he/she may not be required to sign our Maggiore Club program, we want this rental agreement. However, we strongly advise you to review and read this agreement and to to confirm that he/she is aware of the keep in mind all its terms and conditions. terms and conditions of this rental.

#### Which law applies?

The Law of the Country where the vehicle is picked up.

# **Corporate customers**

The following terms apply only to corporate customers (e.g., for corporate accounts or with an MCD discount code)

Parts of this agreement may be considered ineffective only if...

A Judge or other pertinent authority determines the invalidity or inapplicability of parts of the rental agreement signed. In such a circumstance, if part of the agreement is voided, the remaining parts will remain valid and effective.

#### By signing this rental agreement, the Customer confirms that...

He/she is authorized by the company to sign an agreement. In the event of conflict between the conditions of this agreement and the corporate agreement (unless expressly provided for in the corporate agreement or in the specific agreement signed) the terms of this agreement will prevail.



## 2) Minimum requirements for rental

Booking code	It is necessary because		
At the time of rental, the Customer must show his/her booking code or booking confirmation email.	It allows us to quickly locate the booking details and	ows us to quickly locate the booking details and reduce waiting times.	
Driver's Licence	Carrying the driver's licence	What happens if I'm not carrying my	
Every driver must carry their driver's licence valid in the rental Country throughout the whole duration of the	Drivers must carry their currently valid driver's licence.	driver's license?  Drivers who are unable to show their driver's license will not be able to drive the vehicle.	
rental period.  Drivers who cannot fulfil these requirements cannot drive the vehicle.  For further information: see the Conditions of the Country of Rental under the "Driver's Licence and identification documents" section, or contact the pertinent Maggiore staff.	When is an international driver's licence or an official translation of the driver's licence required?  Drivers must carry their driver's licence as well as an international driver's licence or an official translation certified by a notary in the language of the Country of rental if:  • the driver's licence was issued in Europe and the rental is in a non-European Country  • the driver's licence was issued in a non-European country and the rental is not within said Country  • the driver's licence was issued in a non-Latin alphabet, such as Arabic, Greek, Russian, Hebrew or Japanese In any event, at the time of rental, the Customer must declare being in possession of every document that entitles him/her to drive the vehicle in the Country of rental.	What if a driver is unable to show his/her licence?  Drivers required to show an international licence who are unable to do so will not be authorized to drive the vehicle.	
	We do not accept digital driving license  What is the validity term for the driver's licence?  Every driver must have a driver's licence that is valid for the duration of the minimum required period. See the Conditions of the Country of Rental under the "Driver's Licence and identification documents" section.  If the current driver's licence does not span the minimum foreseen period, drivers must carry their previous driver's licences or a letter from the pertinent authority certifying possession of the driver's licence for at least the minimum foreseen timeframe.	If the driver has prior or pending offenses Offenses reported by the Customer due to traffic violations do not automatically constitute a ban on the rental. In the aforementioned case the Customer must review the section titled "Driver's Licence and identification documents" in the Conditions of the Country of Rental, or ask the pertinent staff for confirmation, since he/she may not be authorized to drive.	
Credit cards  Upon signing the Rental Letter, the customer must submit a valid credit card in his/her own name. Only in the event of commercial vehicles and at the discretion of the Rental Company, a cash deposit may also be accepted.	Does the Customer have to submit the same credit card with which he/she made the booking?  When you book, we use your payment card as a form of identity check to ensure we give the vehicle to the person who made the booking.  If you don't have the payment card used to make the booking with you, we will still rent to you if we have another vehicle available and you meet all our other requirements, but you will have to pay the 'pay at location' prices available on the day as this will be treated as a new rental.  You do not have to use the original card to make any additional payments or pre-authorisations but the card must be in your name.	When is submitting two credit cards required? The Customer must submit two credit cards in his/her own name in order to rent certain specific high-end vehicles.	
Pre-authorization and security deposit In order to finalize the rental, the Customer will be asked for a pre-authorization for an equivalent amount as the security deposit or a security deposit (see Price Lists). The Customer shall provide us with a valid credit card, in his/her own name, with sufficient funds.	What is a pre-authorization?  A pre-authorization places a hold on a sum of money on the Customer's account. Once a pre-authorization has been made, the Customer cannot use that sum until he/she has paid for the rental and the card issuer has unblocked the amount placed on hold for pre-authorization.  Until the final payment is made, the sum placed on hold for pre-authorization will be retained and will not be available.	What is a security deposit?  A pre-authorization "holds" a sum of money on the Customer's account. The security deposit, on the other hand, is an actual transfer of the sum of money from the Customer's account.	



For further information: See section How much will the security deposit be? How much is the pre-authorisation? 18) Payment, Charge for fuel and The amount of the security deposit will be the Electricity, Payment options, in the The value depends on the country in which you are same as that of the preauthorization. The Conditions of the Country of Rental, renting. For a full explanation, please refer to the value depends on the country in which you are or ask the pertinent staff. Location Specific Terms and Conditions for the renting. For a full explanation, please refer to country in which you are renting. the Location Specific Terms and Conditions for the country in which you are renting. Upon returning the vehicle Upon returning the vehicle The total amount due will be calculated and the The total amount due will be calculated and amount will be charged on the credit card provided. the security deposit will be used. If the Customer opts for another payment method. If the total due is greater than the security deposit, the Customer will have to pay the the preauthorization on the original card will remain active for up to 30 days. difference. Generally card issuers take 7 to 14 business days to release the preauthorization The party responsible for releasing the hold. We are not responsible for the time the preauthorization hold is the issuer of the card, not card issuer takes to perform the above us. We are not responsible for the time the card mentioned operation. issuer takes to release pre-authorizations. At the time of rental the Customer **Identification document** must also carry: The Customer must be recognizable in the photo of his/her identification document. As identification An identification document. He/she document we accept passports, driver's licences with photograph, or a national i.d. document or any must also submit a document stating other identification document issued by the pertinent authorities. his/her home address or he/she must What document can the Customer submit to verify his/her home address? certify it when signing the agreement. The Customer may be asked to show a document to verify his/her home address, such as a recent In this section, when we refer to the utilities bill or a bank statement with the address. We can accept the driver's licence if it displays the "Customer" we mean the signer of the home address. rental agreement, any additional drivers and whoever has paid for the On the rental letter the Customer will be asked to provide a statement certifying his/her home rental. address. **Driver age limits** What does it mean? Age limits vary according to the type of If a driver does not have the minimum age to drive the vehicle category booked, we will propose vehicle and the Country of rental. to the Customer, if available, a vehicle with a lower age threshold. For further information: see the Driving will not be permitted if the Customer does not meet the minimum age or exceeds the Conditions of the Country of Rental. maximum limit for every vehicle category. "Information about age" section, or The Customer will be required to pay an additional fee in the event that he/she exceeds or does ask the pertinent staff not meet the required age limits. A driver who has exceeded the maximum age for rental must provide additional documents certifying compliance with the requirements of fitness for driving. Other circumstances Unacceptable behaviour We reserve the right not to give the We may refuse to give the vehicle if we suspect a driver might be under the influence of alcohol or vehicle to the Customer if the latter, or drugs or if the Customer or his/her passengers behave offensively or threateningly towards the staff. his/her passengers, behave unacceptably. In the event that the minimum Example of noncompliance with requirements requirements for rental are not met The Customer does not fulfil the requirements described above if he/she does not submit a credit We may refuse giving the vehicle to card in his/her name or if he/she does not meet the minimum requirements for drivers. the Customer or to any other drivers.

#### 3) Security checks

#### Security checks

For the purposes of the rental, security checks and verifications will be carried out in order to ascertain the Customer's identity as well as the validity of his/her driver's license and credit card.

In this section, when we refer to the "Customer", we mean:

- the signer of the rental agreement
- any additional drivers
- whoever has paid for the rental

#### What does this mean?

By signing the rental agreement or by driving the vehicle, the Customer agrees that such checks will be carried out.

For further information: see Section 20) Processing of personal data

If, as a result of the above described checks performed either prior to or after pick-up of the vehicle, the Customer is deemed ineligible for the rental:

- If the Customer or the additional drivers are deemed ineligible for the rental as a result of the above checks, we may refuse to give him/her the vehicle.
- If the checks reveal a Customer's debt towards us or towards any company belonging to the Avis group, we may refuse to give him/her the vehicle.

#### What happens if, following the checks, the Customer is deemed ineligible to rent the vehicle:

If the Customer provides information that is revealed to be false or incorrect, the agreement may be terminated immediately. In this case, he/she will be required to pay for any costs or damages suffered.



### 4) The price

#### The vehicle rental price

The vehicle rental price is calculated based on:

- Date and time when the rental begins and ends
- Rental location
- Rental duration
- Vehicle category as specified in the rental agreement

Unless otherwise specified, the price also includes all expenses to be paid - such as vehicle registration fees, local taxes and any airport-city supplement + railway-city supplement.

#### Optional extras price

The price of the optional extras (such as child seats, additional driver(s), products reducing financial liability, delivery costs and GPS) are calculated based on the date and time when the rental begins and ends and on the rental location where the vehicle is picked-up.

Unless otherwise stated, the price includes all charges to be paid (e.g. local taxes and any airport-city supplement + railway-city supplement).

#### Airport-city surcharge

Certain rental locations (mainly airports, railway stations and some downtown locations) involve an **additional surcharge**, as operating costs are higher for us.

#### When is the airport-city supplement + railway-city supplement due?

The surcharge will be **included in the price** quoted, but may be highlighted as a separate item in the rental agreement or invoice.

### 5) Customers with a disability

#### Vehicles suitable for people with reduced mobility

Such vehicles are not available at our rental offices.

#### For further information

For further information: speak with the pertinent staff or contact the Booking Office or Check on the Conditions of the Country of Rental, in the section titled "Special Equipment", or speak with the pertinent staff.

#### 6) Vehicle pick-up

#### Vehicle availability

We generally have available a vehicle in the category booked.

#### In the event that the vehicle booked is not available...

It may happen, although rarely, that the rental office does not have available a vehicle of the category requested. In such a case, we will upgrade the Customer to a higher category vehicle at no extra cost.

If only lower category vehicles are available and the customer accepts the rental, the rate for the lower category will be charged. If payment has already been made, the Customer will be entitled to a refund of the difference.

Alternatively, in order to meet the Customer's requirements, we may provide him/her with more than one vehicle or suggest a replacement vehicle until a vehicle of the required category is found.

Although a highly unlikely scenario, if no vehicles were available, the Customer will be entitled to a full refund of any prepaid amounts.

For refund purposes, the Customer must contact our Customer Service number and have his/her booking code handy.

#### And in the event of any surcharges?

In the event that we are unable to provide the booked vehicle at the time of pick-up and the Customer uses a replacement vehicle until availability is confirmed, we will refund the Customer for any additional and reasonable costs incurred.

If we are unable to provide a vehicle and the Customer must contact another car rental company, we will pay the difference between the rental cost with us and the cost of renting a similar vehicle from another supplier.

If the Customer incurs additional costs directly linked with our failure to provide a vehicle, we will be liable for such costs only if at the time of signing the agreement both parties were aware of these possible costs (these costs are known as **foreseeable financial losses**).

We will not be liable for any foreseeable financial losses if the Customer has been reimbursed by others. The Customer is not entitled to any reimbursement linked to our failure to provide the vehicle if the financial losses incurred were not foreseeable by both parties (e.g. loss of profit or opportunity).

The Customer shall do everything possible to reduce (or mitigate) any additional costs.

If we are unable to provide a vehicle to the Customer due to an unpredictable and unavoidable event, such as a terrorist attack or an act of God, we will not be liable for any financial losses sustained; However, we will refund all payments made for the rental.

#### Availability of optional extras We generally have available the optional extras booked by the Customer.

### What happens if the optional are not available?

The rental office will try to ensure the availability of all optional extras booked. If not available, we will try to obtain them from another rental location. If not possible, the rental office may:

• Purchase a new optional extra for the Customer.

### Can the Customer keep the optional extras that he/she purchased?

No. If the Customer accepts purchasing the optional extras elsewhere, he/she will have to turn them in when returning the vehicle.

If the Customer shows the original copy of the invoice, he/she will be reimbursed for the expense.



Ask the Customer to purchase it elsewhere,
reimbursing him/her for the expense. The
Customer shall attempt to purchase it at a
reasonable price.

 Reimburse the Customer for the cost of the optional extra booked. For the purposes of being reimbursed, please contact Customer Service. This does not include optional extras that the Customer can buy from us, such as USB chargers. The Customer is not obliged to return said purchased items.

### 7) Vehicle inspection upon pickup

#### **Vehicle conditions**

The vehicle has been serviced according to manufacturer recommended standards and is fit for circulation at the moment of pickup.

#### What if the vehicle is damaged?

Any existing damage, save for minor damages, will be specified on the agreement.

#### What do you mean by minor damages?

The Customer is not required to report any minor damage to our vehicles, nor will he/she be charged for it. Minor damages refer to:

- Scratches: less than 25 mm or any length if they have not compromised the surface of the paint
- Dents: less than 25 mm in diameter that did not affect the paint
- Chippings: less than 3 mm in diameter with no dents
- Wheels or Rims: scratches without cracks or dents
- Seat covers: Damage less than 3 mm in diameter
- Mats: Damage less than 10 mm in diameter
- Interiors: Stains or marks that can be cleaned or removed with our standard cleaning procedure

The above minor damages will not be charged to the Customer, who is not required to report them.

#### Vehicle inspection

At the time of pick-up the Customer must inspect the vehicle. If he/she identifies any damage, save for minor damages, he/she must verify it is recorded in the agreement.

#### What the Customer should do...

In your own interest as a Customer, you should spend a few minutes inspecting the vehicle at the time of pick-up. If you find any damage that is not recorded in the agreement (save for minor damages), you must report it to the pertinent staff at the rental location prior to start driving.

#### If the vehicle is delivered to the Customer...

It is the Customer's responsibility to inspect the vehicle. If there is damage that is not reported in the agreement, save for minor damages, the Customer must inform the staff who delivered the vehicle and have them record the damage in the agreement prior to start driving.

#### 8) During the rental

#### Using the vehicle

During the rental the Customer must comply with the following:

For further information: See the Conditions of the Country of Rental, under the section "Driving the vehicle outside the country of rental" or speak with the pertinent staff.

#### The Customer must...

- Use the vehicle in compliance with the traffic laws in force in the country where it is driven
- Refuel the vehicle with the appropriate type of fuel and/or charging cable (as supplied with the vehicle) (as applicable)
- Make sure the vehicle is properly locked when not in use or when refuelling, using all the security devices fitted or supplied at pickup
- Observe all laws and regulations on the use of the vehicle and optional extras
- Contact us as soon as any vehicle defects are identified or if you think it is no longer suitable for driving

#### The Customer must NOT...

- Drive the vehicle outside the country of rental or any other country without our prior authorization
- Refuel the vehicle with the wrong type of fuel and/or charging cable (as supplied with the vehicle) (as applicable)
- Drive in the wrong direction down a one-way street
- Drive distractedly or speeding
- Use a mobile device that distracts from driving, including sending SMS, emails, or use a cellphone without a hands-free device, or engage in other similar activities
- Install equipment on the vehicle's exterior that may damage it, such as logos, stickers, luggage racks or bicycle racks
- Overload the vehicle (as per the vehicle manufacturer's instructions)
- Sell, rent, remove or dispose of the vehicle or any of its components or allow others to do so
- Sell, rent, remove or dispose of any optional extras or any of their components, or allow others to do so
- Push or tow trailers or other vehicles
- Grant to others any right over the vehicle



	Perform work on
	the vehicle or allow others to do so without our authorization
	Allow others to drive the vehicle, save for authorized drivers
	Carry or transport hazardous, toxic, flammable, corrosive, radioactive, harmful, damaging or illegal materials
	Use the vehicle to commit a crime or for any illegal purpose
	Use the vehicle for any activity on behalf of a third party
	Use the vehicle for purposes that require a permit
	<ul> <li>Use the vehicle to go off-road, on race tracks, for racing, speed tests, performance tests or to give driving lessons, for rallying, competing, exhibition driving or trial runs.</li> </ul>
	Use the vehicle under the influence of alcohol or drugs or other narcotics, or medicinal drugs whose effects prohibit or refrain from driving
	Use the vehicle in a reckless, negligent or illegal way
	<ul> <li>Use the vehicle after any warning lights turn on or a warning message appears on the display screen, unless it is unsafe to stop or the Customer was authorized by us to continue driving. Contact us immediately.</li> </ul>
	Transport animals without our prior authorization.
	These examples are not exhaustive; Illegal and dangerous behaviour while driving or any other use of the vehicle will result in the termination of the agreement and, to the extent permitted by law, the Customer will not be able to benefit from any reduction or elimination of financial liability, nor any personal or liability coverage.
Maximum mileage	Please keep an eye on the odometer
If the vehicle's odometer shows the maximum number of permitted kilometres has been exceeded or if the Customer notices that he/she is about to exceed it, we must contacted immediately.	The Customer must not exceed the maximum mileage without our authorization. If the Customer reaches the maximum mileage during the rental period, he/she may request a replacement vehicle within the same category. We will cover the costs of replacement.
Additional mileage	What does this mean?
In some cases special rates with limited mileage are applied. If the Customer exceeds the number of kilometres included in the rate.	If the rate involves limited mileage, the number of kilometres will be specified in the rental agreement. If the Customer exceeds this limit, he/she will have to pay the fare for the additional kilometres as specified in the rental agreement.
he/she will incur in additional charges for each additional kilometre.	By signing the rental agreement, the Customer authorizes us to charge this amount onto his/her credit card.
For further information: see the Conditions of the Country of Rental, under the section "Miscellaneous Information" or ask the pertinent staff.	
Applicable Law:	What should I do?
The laws of the country where the vehicle is driven require the	The Customer must comply with said regulations so as not to incur in any fines. If you have any questions regarding the regulations in force, please contact our staff.
Customer to comply with all local, regional and national regulations.	A few examples:
	The regulations in force may entail:
	The use of winter tires or snow chains on board on some specific road sections during certain months of the year. If the rental location is in an area where this is required, the rental vehicle must be equipped with winter tires or chains during the specified period.
	At the time of pick-up and at the time of return, the Customer may be required to promptly drive the vehicle out of the area in the vicinity of the rental office, such as in some areas of historic interest.
	<ul> <li>Carrying specific devices that are not supplied with the vehicle, such as breathalyzers.</li> <li>Driving into a limited access area only after paying the related toll, for example in restricted traffic areas.</li> </ul>
Where can I drive?	Where else can the Customer drive the vehicle?
Anywhere that is permitted within the Country of rental.	Depending on the Country of rental, the Customer may drive the vehicle in other permitted Countries and in some cases only if he/she has purchased the pertinent product.
For further information: see the Conditions of the Country of Rental, under the section "Driving the vehicle outside the country of rental" or contact the pertinent staff.	
In case of an accident	What to do in case of an accident
	The Customer must



### Here are some tips on what to do in case of an accident:

For further information: see the Conditions of the Country of Rental, under the section "Miscellaneous Information" or ask the pertinent staff.

- Not make any claims regarding liability to any third parties unless absolutely certain. In such cases, it may be more difficult for us to recover the costs and reimburse the Customer due to financial liability issues
- If possible, take note of the names and addresses of the parties involved, including witnesses and passengers
- The Customer must fill out the European accident report form and submit it to us within seven days
- If the vehicle is no longer suitable to drive, the Customer must not leave the vehicle unattended and without adequate protection and must call us to arrange recovery. If necessary, we will replace the vehicle as soon as possible
- The Customer must report the accident to the pertinent authorities and obtain a copy of the report.

#### What to do after the accident...

The Customer must...

- The Customer must fill out an accident report form and submit it to us within 24 hours of the event, along with the European report form. If you cannot find them within the vehicle, please contact us and we will send them to you. The Customer must not deliberately provide us with incorrect information. In such a case, the Customer will no longer be entitled to the elimination or reduction of financial liability, nor any personal or liability coverage, within the limits permitted by law. The Customer must not repair the vehicle him/herself or have others do so, unless he/she has obtained our authorization. If the Customer proceeds with repairs without our authorization, he/she will be charged to the extent permitted by law and will no longer be entitled to the elimination or reduction of financial liability, nor any personal or liability coverage. within the limits permitted by law.
- The Customer and the driver must support us in placing the insurance claim for the accident

Failure to receive the accident report form or if we find that the form contains incorrect or incomplete information, the Customer will be charged the administrative management expenses.

For further information: see the Conditions of the Country of Rental, under the section "Miscellaneous Information"

#### Roadside assistance

If the Customer needs roadside assistance, they must contact us or contact our roadside assistance service. The phone numbers can be found within the vehicle.

For further information: see the Conditions of the Country of Rental, under the section "Miscellaneous Information" or contact the pertinent staff

See also section 16) Optional extras – Services below, for further information regarding "Extended Roadside Assistance".

#### In case of breakdown:

Our vehicles rarely suffer a breakdown. However, in case the vehicle suffers a mechanical failure in one of the countries where it is authorized to be driven, **the Customer will receive complimentary roadside assistance**. Our roadside assistance company will try to repair the vehicle on site, but if it is not possible and if permitted by applicable law in the country of rental, the Customer and his/her passengers will be taken to the nearest rental location where we will try to make another vehicle available to them so that they may continue on their journey.

#### Other useful tips:

If the Customer has purchased extended roadside assistance and is driving in a country where it is authorized to drive the vehicle, roadside assistance will also cover non-mechanical failures.

The Customer will only be charged for **additional costs required** to get the vehicle back in motion, such as fuel, electricity or tires.

#### In all other cases...

Even if the Customer has not purchased extended roadside assistance, he/she must notify us if they have suffered a breakdown or an accident.

In the aforementioned cases, upon the Customer's request, we will start roadside assistance by charging the cost of service. **The Customer will be charged for the costs** incurred in getting the vehicle back in motion in the country of rental. This may include, but is not limited to, the following items:

- · Recovery phone call costs
- Repair costs
- Technical stoppage
- Expenses involved in transporting the vehicle back to the country of rental
- An administrative fee
- And the costs to transport the Customer and his/her passengers to another location
- Electricity for EV electric and hybrid vehicles (Where the cable is in working order)

By signing the rental agreement, the Customer **authorizes us to collect the pertinent amount**, which will be charged to his/her credit card.

### Stolen vehicle, keys, or any optional extras

The Customer may be the victim of a theft, in which case we have instructions and tips regarding what to do.

For further information: See the Conditions of the Country of Rental under the section "Miscellaneous Information" or contact the pertinent staff

#### What to do in case of theft...

The Customer must:

- Immediately notify the pertinent authorities and obtain a copy of the report.
- Immediately provide us with the report issued by the pertinent authorities and the keys to the vehicle (if possible).

#### What to do next:

The Customer:

- Must not deliberately provide us with incorrect information. In such a case, the Customer will no
  longer be entitled to the elimination or reduction of financial liability, nor any personal or liability
  coverage, within the limits permitted by law.
- The Customer and his/her passengers must aid in placing the insurance claim for the accident and collaborate with the investigation conducted by the pertinent authorities.



#### 9) Extending the rental period

#### Extending the rental period

If the customer wishes to extend the rental period, he/she must contact us as soon as possible. The request for extension of the rental must reach us within the end date and time specified in the rental agreement.

For further information: See the Conditions of the Country of Rental, under the section "Return" or contact the pertinent staff

#### If extending the rental is possible...

If the vehicle is available we will do our best to meet the Customer's needs.

The Customer may be asked to return to the rental location, sign a new agreement and, if necessary, obtain another vehicle if:

- The rental exceeds 28 days, including the period prior to the extension request.
- The Customer has obtained more than three extensions.

#### **Extension costs:**

- Additional days will be charged at the pertinent rate, as specified in the Price Lists.
- Pre-authorizations will be updated to include any additional costs already paid and the Customer will
  have to pay using the same card he/she used for the original pre-authorization
- The Customer may be asked to go to the rental location to sign a new rental agreement and/or provide an additional credit card for a new pre-authorization

#### Lack of extension request for the rental:

If the Customer does not request an extension to the rental but does not return the vehicle within the agreed timeframe, the rental will automatically be extended and the rate for an additional rental day will be charged.

#### If the Customer does not return the vehicle:

If the vehicle is not returned by the agreed date and time, the agreement may be terminated immediately and the Customer will not be entitled to the elimination or reduction of financial liability for damages nor any personal coverages. This means that the Customer will have to prove that the damage, loss or theft occurred prior to the agreed delivery date if he/she wishes to benefit from the elimination or reduction of financial liability. We will take action to find the vehicle and recover it. We will need to inform the pertinent authorities of the loss or theft of the vehicle, provide the Customer's data to a repossession agency and/or attempt to recover the vehicle from the Customer's domicile.

The Customer will also be responsible for:

- The full cost of recovery
- Loss of income suffered
- Third party expenses related to the vehicle
- Our own reasonable costs, including expenses for the administrative fee for the late return of the vehicle

By signing the rental agreement, the Customer authorizes us to debit the aforementioned costs to his/her credit card

If the Customer thinks he/she will be returning the vehicle late, he/she must immediately request a rental extension.

#### 10) Damages, failure to return or theft

#### Damage to the vehicle

Refers to any damage, loss or theft of the vehicle, keys or any accessory or any vehicle document during the rental period.

For further information: see section 17) Optional extras – Eliminating Financial Liability and other coverages, included in the Conditions of the Country of Rental or contact the pertinent staff

#### How vehicle repair costs are calculated

We use a Damages Chart, which is posted on the website and available at the rental desk, listing every type of damage and is used to calculate the estimated cost of repairs for each clearly separate incident of damage. The damage chart uses average repair costs for the selected vehicle category and takes into account different brands and models within that category. For calculation purposes, we take into account:

- The cost of labour and the standard working hours of the industry, as defined by sector standards.
- The price of the original components used by the manufacturer,
- Technical stoppage (i.e. the total loss of value plus interest, rather than the potential loss of rental value). We will charge for technical stoppage only if the vehicle has to go in for repairs.

#### Without additional coverage

The Customer is required to pay:

- the estimated cost of replacement or repair (the lowest of the two amounts will apply),
- our technical stoppage and
- our administrative expenses.

The Customer will not be charged if after standard cleaning of the vehicle the damage is no longer visible.

#### With additional coverage

Usually the financial liability reduction for damages is foreseen after signing the rental agreement. In such a case, it will be specified in the Customer's rental agreement. If it is not included in the rate, it may be purchased locally. Exceptions may apply.

The Customer may also purchase other products that reduce financial liability.

The rental agreement may specify the maximum amount that can be debited to the Customer in the event of damages to the vehicle for:



#### the cost of repair and replacement and the technical stoppage and any administrative management expenses (if applicable) Failure to return or theft Without additional coverage Refers to failure to return the vehicle or The Customer is required to pay: its theft during the rental period. the cost of replacement For further information: see Section our technical stoppage 17) Optional extras - Eliminating any administrative management expenses (if applicable) Financial Liability and other coverages, included in the With additional coverage Conditions of the Country of Rental -Usually the financial liability reduction for damages is foreseen after signing the rental agreement. In waivers or protection options or such a case, it will be specified in the Customer's rental agreement. If it is not included in the rate, it contact the pertinent staff. may be purchased locally. Exceptions may apply. The Customer may also purchase other products that reduce financial liability. The rental agreement may specify the maximum amount that can be debited to the Customer in the event of vehicle theft for: the cost of replacement and our technical stoppage. Optional extras (damages, failure to return) Charge the Customer a penalty fee for the replacement, in addition to the rental costs, as Refers to damage to or failure to return specified in the Price Lists. any optional extras. For further information: see the Conditions of the Country of Rental, under the section "Special Equipment", or contact the pertinent staff. Damages to property and personal Without additional coverage injury The vehicle is covered by liability insurance. This means that the Customer is covered for any Refers to personal injury or damages to damages caused to other people's property (e.g. their vehicle and/or any injuries suffered by any property suffered as a result of an third parties, including passengers travelling in the rented vehicle). accident. The Customer is not required to pay them any costs, unless the damage or injury was caused by: For further information: see Section The Customer's negligence 17) Eliminating Financial Liability and Noncompliance with the terms of agreement (e.g. if the vehicle was driven by an unauthorized other coverages, included in the driver) Conditions of the Country of Rental or contact the pertinent staff. Violations to any laws In such cases, if the law provides for compulsory third-party insurance coverage, the minimum coverage required by law will be applied, but we, or our insurer, may try to recover our costs from the Customer Liability insurance coverage does not cover the driver's injuries or any personal items within the vehicle How to obtain additional coverage? The Customer can purchase personal coverage from us, although some exceptions apply. Personal coverage is provided by our carefully selected partners. With personal coverage, the Customer will only be liable for the charge involved to reduce financial liability. Damages, losses or theft resulting What are the consequences for the Customer from the Customer's noncompliance If the Customer violates the terms of the rental agreement, he/she may lose the benefits derived with the terms of the agreement from purchasing products for eliminating financial liability for damages, personal coverage and third In the event of a noncompliance with parties. the terms of the rental agreement by the Therefore, the Customer will be required to pay: Customer or the drivers, we reserve the The full estimated cost of replacement or repair right to charge the Customer every cost arising from the theft, damage or loss of The technical stoppage the vehicle, keys, accessories, optional Any costs owed to third parties extras or any vehicle document. Our reasonable costs, including administrative management fees For further information: see Section In such cases, if the law provides for compulsory third-party insurance coverage, the minimum 17) Eliminating Financial Liability and coverage required by law will be applied, but we, or our insurer, may try to recover our costs from other coverages, included in the the Customer. Conditions of the Country of Rental or contact the pertinent staff. **Payment** What will the Customer have to pay in case of What will the Customer have to pay damages, failure to return or theft? afterwards? In case of damages, failure to return or theft, the Customer will be debited. The Customer will pay only the amount foreseen for If the Customer is required to pay a sum financial liability over the vehicle for each clearly greater than the maximum threshold for

By signing the rental agreement, the Customer authorizes us to charge his/her credit card for

the amount of damages or theft, up to the

This will be done at the time of return or upon

separate incident of damage.

maximum amount foreseen.

financial liability, we will send him/her an invoice with the additional costs.

Customer authorizes us to charge him/her

for the amount of damages and financial loss suffered. If possible, these charges will

By signing the rental agreement, the

be debited to his/her credit card.



	vehicle, the Customer will be charged on the scheduled return date as specified on the rental agreement.	
Third party protection products If the Customer opts to purchase coverage from an external provider, he/she will still be liable for any loss, theft or damage to the vehicle.	The Customer is required to  Pay all above mentioned costs.  Submit a claim for compensation to his/her external provider in order to be refunded for the amount paid. The Customer is required to carefully read and make sure that he/she has understood the terms and conditions of the products purchased from third parties in order to verify how the claim for compensation is processed. We cannot in any way support the Customer in placing such request for refund.	
What should the Customer do if he/she can prove that the damages, failure to deliver or theft was in no way his/her responsibility or due to negligence on his/her part, or if he/she can prove that the damage is less than what we have established? To the extent permitted by law, the Customer is required to pay even if he/she is aware of who has damaged or stolen the vehicle.	If the law permits, we will ask the Customer to pay for the damage or financial loss and the core on his/her part, or if an prove that the damage is what we have established? tent permitted by law, the is required to pay even if aware of who has damaged or	

# 11) Administrative sanctions for violation of traffic laws and for failure to pay for parking / tolls

#### Administrative sanctions

The Customer is responsible for ensuring that the rental vehicle is used in accordance with the laws of the country in which it is being driven.

For further information: See the Conditions of the Country of Rental under the section "Miscellaneous Information" or contact our Customer Service Staff

#### You are responsible for...

You are responsible for all administrative sanctions attributable to the use of the vehicle by you or other drivers during the rental period.

Administrative sanctions are understood to be:

- Administrative sanctions for violations of the rules governing road traffic in the Country where the
  vehicle is conducted (e.g. for failure to comply with speed limits and/or for failure to comply with
  traffic and/or parking regulations, etc.);
- Any other sanction or payment request (for example, failure to pay for parking / tolls).

#### When we receive administrative sanctions attributable to you...

If we receive an administrative sanction attributable to the Customer during the rental period, we will charge the following:

- An amount for the logistic, accounting, IT and legal management of each administrative sanction issued in the Country where the vehicle is conducted, as well as for the risks connected therewith;
- The amount of the administrative sanction, if the Customer has failed to pay it and the Company proceeds to pay the sanction;
- Any expenses incurred as a result of non-compliance with vehicle parking regulations (for example, tow truck costs and towing costs).

By signing the rental agreement, you give us permission to take these payments. We will charge them to your payment card.

#### Passing on your details

By signing the rental agreement, you agree to us giving your details, as well as a copy of the rental agreement, to the authority or private company that has issued the administrative sanction if we consider they have a right to the information and the law allows us to do so. This enables them to transfer the administrative sanction to you, and contact you. We will charge you an amount for the logistic, accounting, IT and legal management of each administrative sanction, as well as for the risks connected therewith.

#### If we cannot pass on your details

There are times when we cannot lawfully pass on your information. In these circumstances, we'll pay the fine or charge on your behalf and then invoice you for the administrative sanction and for the amount for the logistic, accounting, IT and legal management of each administrative sanction, as well as for the risks connected therewith.

#### Your rights to appeal

If you want to appeal, contest or dispute an administrative sanction, we will give you details of:

- The administrative sanction
- The entity who issued the same

Should the competent authorities provide the date, time and location of the incident electronically, we will not be able to provide you with a paper document.



You must deal directly with the competent authority to get a refund and/or compensation. Unfortunately, we cannot help you with your dispute.

#### If the rental vehicle is seized

Unless the seizure was caused by our negligence; us breaking the contract or the law; if the vehicle is seized by the police; Customs and Excise or any other authority while you're renting it, you will have to pay:

- Any costs we incur as a result of the seizure
- Plus any loss of rental income while the vehicle is not available to rent to someone else
- Plus an amount for the management of the seize.

#### 12) Returning the vehicle

#### Returning the vehicle

Unless agreed otherwise, the Customer must return the vehicle and the optional extras purchased at the rental location specified in the agreement for the return of the vehicle within the established date and time.

#### Returning the vehicle early

If the Customer delivers the vehicle and the optional extras before the agreed date, he/she will still be obliged to pay for the entire rental period.

Special offers and promotions refer to specific days of the week or specific time slots, therefore if the Customer returns the vehicle at a different time or day other than the one agreed upon, he/she may incur in higher charges than the ones specified in the agreement.

#### Returning the vehicle during business hours

We recommend the Customer be present during the inspection of the vehicle. We offer the Customer this option, but at peak times this could mean longer waits.

### Returning the vehicle after business hours

Unless previously agreed, the Customer cannot return the vehicle and the optional extras outside of regular business hours.

If we accept that the Customer return the vehicle and optional extras outside of business hours, he/she needs to be aware of a few things.

For further information: See Section 10) Damages, failure to return or theft

### If the Customer returns the vehicle outside of business hours

If the Customer returns the vehicle outside of business hours, the Customer is required to:

- Leave the optional extras in the trunk
- Lock the vehicle near the rental location
- Leave the keys in the drop-boxes for key return placed outside of the rental office and notify us of where the vehicle is located

#### Customer's liability

The Customer is liable for the vehicle and optional extras until one of the following occurs:

- the vehicle is inspected by the pertinent staff
- At 12:00 (noon) of the next day that the return location is operational, after we have found the vehicle, keys and optional extras

If we cannot find the vehicle and keys within five days, we will file a complaint for misappropriation.

The Customer is also liable for:

- Damages to or loss of the vehicle or optional extras
- Unpaid parking, fines and violations to the traffic law or any other costs incurred during this period,

unless, of course, they are due to negligence or a breach of contractual obligations or of the law in force on our part.

### 13)Inspection of vehicle conditions upon return

#### **Vehicle conditions**

The Customer must return the vehicle and optional extras in the same conditions as received.

#### Regular wear:

We will take into account regular wear and tear, considering the kilometres travelled and the duration of the rental.

Regular wear includes (but is not limited to) wheels, liquid levels, documents, runflat compression kits, keys and any type of navigation device (GPS), child seats or other equipment and their related instructionals, cables and cases (If any).

#### Inspection upon return

We always inspect vehicles upon return.

For further information: See Section 10) Damages, failure to return or theft

#### Customer's presence during the inspection

It is advisable for the Customer to be present during the inspection so as to verify any damages, confirm any amount to be paid and authorize payment. If the Customer is absent during the inspection, we will proceed to check the vehicle, charging him/her for any damages found.

#### If we identify any damages

We will add the cost of the damages found to the amount that the Customer must pay for the rental period. We will charge this amount to the Customer's credit card. The Customer will not be liable for this amount if he/she can prove that the damages were not in any way his/her responsibility, or due to negligence or breach of the contractual clauses on his/her part.

Unless the Customer specifically asks for a receipt to be sent by e-mail, the invoice will be available on the website.

By signing the rental agreement the Customer authorizes us to debit him/her for the damage, if necessary. The aforementioned damages will be charged to the credit card.



#### Using our collection service

If we accept to pick-up the vehicle at the Customer's address, we will attempt to do so by the end time and date of the rental period as specified in the agreement.

Alternatively, we will collect at a differently agreed time and date.

For further information: See section 16) Optional extras - Services, section 14) Fuel and Electricity Charges, contained in the Conditions of the Country of Rental under the section "Charges for fuel" or contact the pertinent staff.

For further information: See section 9) Extending the rental period, section 12) Returning the vehicle, in the Conditions of the Country of Rental "Pick-up and return" or contact the authorized staff.

#### When we collect the vehicle

Our driver will try to:

- Inspect the vehicle with the Customer or someone representing him/her
- Confirm the total amount due for the rental
- Possibly collect the payment

If no one is present at the time of collection, the vehicle will be taken to the nearest rental location and will be inspected without the Customer.

The Customer is liable for paying the amount of fuel and/or electricity (as applicable) used, in transporting the vehicle to the nearest rental location. Unless the Customer purchased the Prepaid Full Tank service, the fuel will be charged according to the "Payment upon return" option.

We highly advise the Customer to be present at the time of vehicle inspection.

#### If we identify any damages

We will add the cost of the damages found to the amount due for the rental period. We will charge this amount to the Customer's credit card. If the Customer can prove that the damages are in no way his/her responsibility or due to negligence on his/her part, this cost will be refunded.

Unless the Customer specifically asks for a receipt to be sent by e-mail, the invoice will be available on the website.

By signing the rental agreement the Customer authorizes us to debit him/her for the damage, if necessary. The aforementioned damages will be charged to the credit card.

#### If we are unable to collect the vehicle

If our driver is unable to collect the vehicle because:

- It is not at the agreed upon location
- He/she can't find the keys
- Or due to any other reason beyond our control

We will contact the Customer to arrange for a new collection or for him/her to return the vehicle at one of our locations.

#### How much does it cost

If our driver, because of one of the aforementioned reasons, is unable to collect the vehicle:

- The Customer will be charged for the collection although it did not occur
- In such cases the procedure foreseen for a lack of request of a rental extension will be applied

Unless, of course, they are due to negligence or a breach of contractual obligations or of the law in force on

#### 14) Fuel and Electricity Charges

\* Please note that the extent to which the provisions set out below apply will be dependent on the type of vehicle you hire from us

### Traditional fuel (diesel or petrol) and hybrid vehicles

#### When the rental starts

The vehicle is usually provided with a full tank.

#### Does the Customer have to return the vehicle with a full tank?

The customer must return the vehicle with the same amount of fuel as at the rental start, based on the fuel gauge installed by the vehicle manufacturer.

We advise the Customer to fill the tank as near as possible to our rental office at the time of return and to keep a copy of the receipt as proof. If the Customer does not return the vehicle with a full tank, or if he/she is unable to show us the receipt, he/she will be charged the corresponding amount.

#### Refuelling options

If the customer does not return the vehicle with the same amount of fuel with which he/she obtained it, usually with a full tank, the following will

For further information: See the Conditions of the Country of Rental under the section "Charge for Fuel and Electricity" or contact the pertinent staff.

#### **Prepaid Full Tank**

If the Customer plans to cover more than 75 miles or 120 kilometres, according to the country of rental, the Customer may want to purchase the Prepaid Full Tank option. The Customer can simply return the vehicle with the remaining fuel left in the tank.

This option is only available if the Customer requested it prior to picking up the vehicle.

If the Customer has requested this option, the cost will be specified in the rental agreement. If the Customer returns the vehicle with a full tank, no charges will be applied.

# What is the Prepaid Full Tank option

The Customer pays for a full tank, based on the tank capacity as specified by the manufacturer, plus our costs for refuelling the vehicle.

Depending on where the rental takes place, this cost may be lower than the average price of fuel estimated at the beginning of the Customer's rental period. However, there is no refund for unused fuel, unless the vehicle is returned with a full tank. In this case, the Customer will not be charged for the Prepaid Full Tank option.

EZ Fuel automatically applies if vou've driven less than 126 kilometres or 76 miles - as applicable in the country of rental - and have not chosen to use our delivery or collection services.

#### **How EZ Fuel works**

Unless you show a receipt for filling the tank up shortly before you return the vehicle, you pay a fee, even if the factory-installed fuel gauge shows the tank as full.



#### Pay on Return

Pay on Return applies if you have driven more than 125 km or 75 miles – as applicable in the country of rental and:

- Didn't buy Fuel Up Front
- Didn't return the vehicle with a full tank

You don't need to request this option when you collect the vehicle. You just return the vehicle without a full tank of fuel.

#### How Pay on Return works:

You pay for fuel based on the factory-installed fuel gauge rounded down to the nearest eight (1/8) of a tank.

#### How we calculate an eight of a tank

One-eight (1/8) of a tank is based on the manufacturer's started fuel tank capacity.

#### How we calculate the cost

We charge a fixed percentage above the average fuel price at the end of the rental period for the country where you're renting – as started on a recognised fuel index. This includes our costs of refuelling the vehicle for you. The Pay on Return fuel price per litre will be stated on your rental agreement.

#### Electric vehicles

#### **Electric charge**

If you do not return the vehicle with a minimum of 70% battery charge - or the same % battery charge as it had at time of pick-up – you will be charged.

Find out more: Location Conditions - Fuel and Electricity charges or ask a member of our team.

#### Pay on Return

Pay on Return applies if you fail to return the vehicle with at least a 70% battery charge, or the same % battery charge as it had at time of pick-up.

#### How Pay on Return works:

You pay a fixed fee for electricity dependent on the % battery charge you return the vehicle to us.

#### How we calculate the recharge costs

We apply a matrix to determine the electricity recharge costs in your location, taking into account: (i) the cost of our staff moving the vehicle to recharge it; (ii) the actual cost of battery charge; (iii) the loss of use arising as a consequence of the vehicle having to be recharged, rather than being immediately available for hire to a new customer; and (iv) depreciation of our infrastructure. For the purposes of the matrix, we have assumed that we will re-charge vehicles on site 70% of the time, and rely on third party off-site electricity suppliers 30% of the time. The costs seek to reflect a reasonable pre-estimate of the loss caused by your failure to return the vehicle with the required 70% battery charge.

#### What we charge

We charge a fixed amount dependent on the battery life showing on the factory-installed battery gauge. These are detailed in the Location Conditions (or ask a member of our team for further information).

### 15)Optional extras - Products

#### What products are available?

We offer our Customers a range of products for their journey. The Customer can rent accessories such as GPS systems, car seats for children and snow chains, as indicated in the Price Lists.

#### For further information:

For further information: See the Conditions of the Country of Rental under the section "Special Equipment"

#### 16)Optional extras - Services

What services are available?	For further information:
We offer a range of services to help our Customer with their journey, such as delivery services, Extended Roadside Assistance, as described as follows.	For further information: See the Conditions of the Country of Rental
Additional drivers	What does the additional drivers option consist of?
The Customer may add additional drivers to his/her rental.	For each additional driver authorized for the vehicle we will charge a price. If any of the additional drivers does not meet the minimum or maximum age limits, the Customer will be charged an additional fee.
Every additional driver must carefully read the terms of the agreement prior to driving the vehicle.	Only drivers authorized by us may drive the vehicle. Unauthorized drivers cannot drive the vehicle.
If additional drivers are foreseen, the prices and supplements will be specified in the rental agreement.	The Customer is liable for all costs attributable to him/her or any of the additional drivers.
Delivery service	How does the delivery service work



Some rental offices offer a delivery service wherein the vehicle and optional extras are delivered to the address provided by the Customer at the time and date of the start of the rental

For further information: See section 2) Minimum requirements for rental, section 7) Vehicle inspection upon pickup, in the Conditions of the Country of Rental, under the Section "Pickup and Return", or contact the pertinent staff.

A price is charged for the delivery of the vehicle.

- Personally pick-up the vehicle at the address and time agreed
- Have with him/her everything needed to rent the vehicle

If the Customer opts for delivery of the vehicle, he/she must:

If the Customer does not meet the requirements specified in this agreement, we may refuse to give him/her the vehicle.

The Customer must notify us at least one day in advance in order for us to arrange for delivery. If the Customer asks the Booking office, we might be able to deliver the vehicle even with a shorter notice timeframe.

#### **Collection service**

Some rental offices offer a collection service wherein the vehicle and optional extras are collected from an address provided by the Customer at the time and date of the end of the rental

For further information: See section 13)
Inspection of vehicle conditions upon return, in
the Conditions of the Country of Rental, under
the section "Pick-up and Return", or contact the
authorized staff.

#### How does the collection service work?

A price is charged for collection of the vehicle.

The Customer must be available to deliver the vehicle within the agreed upon timeframe. It is important for the Customer to be present when we inspect the vehicle so as to verify jointly with our staff any damages suffered by the vehicle, which would then be charged for.

The Customer is liable for the vehicle and optional extras until he/she turns in the keys, optional extras and until the vehicle is inspected at the rental location.

If the vehicle or optional extras are not available at the time agreed upon for collection, the Customer will still be charged for the collection service. The Customer will then have to reschedule the collection service and pay for it again, or return the vehicle him/herself.

The Customer must notify us at least one day in advance in order for us to arrange for collection. If the Customer asks the Booking office, we might be able to collect the vehicle even with a shorter notice timeframe.

#### Welcome service

Some rental offices offer a welcome service for Customers, which will provide the vehicle and the optional extras required upon the Customer's arrival.

For further information: see the Conditions of the Country of Rental under the section "Miscellaneous information" or contact the pertinent staff.

#### How does the welcome service work

An additional price is charged for this service.

So as to arrange for the welcome service, the Customer must notify us at least one day in advance. If the Customer asks the Booking office, we might be able to offer this service with less than a day's notice.

#### Outside of business hours pick-up service

Some rental offices located at airports or railway stations offer an outside of business hours pick-up service with which the Customer can pick-up the vehicle and the optional extras outside the office's regular business hours.

If agreed upon, the pick-up service outside of business hours will be specified in the rental agreement.

For further information: See the Conditions of the Country of Rental under the section "Miscellaneous Information" or contact the pertinent staff.

#### How the outside of business hours pick-up service works

An additional fee is charged for the pick-up service outside of the regular business hours of the rental office.

The Customer must notify us at least one day in advance in order for us to arrange for pick-up outside of regular business hours. If the Customer asks the Booking office, we might be able to offer this service with less than a day's notice.

#### One-way rental

Some rental offices offer the option to pick-up the vehicle and optional extras in one rental location and to return them at a different one.

If agreed upon, the one-way rental service must be specified on the rental agreement.

For further information: See the Conditions of the Country of Rental under the section "Oneway rental" or contact the pertinent staff.

#### How does the one-way rental service work

An additional fee is charged for the one-way rental service.

If the Customer requested the one-way rental service at the time of booking, this rate will be included in the budgeted price of rental.

This service may be requested at the time of booking or at the time of vehicle pick-up at the rental location.

If the one-way rental service is not expressly foreseen in the agreement signed by the Customer and the latter returns the vehicle at a different rental location, he/she will be charged for the one-way rental service as per the price specified in the Price Lists in force on the day of return, and may incur in additional costs.

#### Extended roadside assistance

We offer an extended roadside assistance service in the event that the Customer may want protection from non-mechanical problems or breakdowns.

For further information: see section 8) During the rental, Roadside Assistance, in the Conditions of the Country of Rental, under the section "Miscellaneous Information", or contact the authorized staff.

#### What does extended roadside assistance cover.

If purchased, extended roadside assistance will be specified in the rental agreement. It includes the cost of calling and service by roadside, provided the Customer uses our roadside assistance company.

#### This service does not cover:

- Costs incurred for restarting the vehicle, such as fuel or tires.
- Costs incurred by the Customer and passengers for transfer to another location.
- Electricity for electric and hybrid vehicles (Where the cable is in working order)

#### Automatic tollbooth payment device

In some locations our vehicles are equipped with windshield-mounted devices. This device allows the

How does the automatic tollbooth payment device work...



### customer to pay tolls without stopping or queuing at tollbooths.

For further information: See the Conditions of the Country of Rental under the section "Special Equipment" or contact the authorized staff. This service involves an additional daily fee. If the customer does not wish to use this service, he/she must verify that the case is properly closed before leaving the rental location and keep it closed during rental.

If the customer wishes to use the automatic tollbooth payment device, he/she must fully open its casing, which is secured to the windshield. This will activate the device and allow it to link with the tollbooths.

If the Customer uses this device, an invoice will be issued after returning the vehicle. The invoice will include all tolls, related costs and the additional fee for the service. The Customer should receive this invoice approximately 30 days after returning the vehicle.

By signing the rental agreement, the Customer authorizes us to charge the fee for the service to his/her credit card.

#### 17)Optional extras - Eliminating Financial Liability and other coverages

For further information about the conditions for reducing liability, we invite you to read the section "Damages, failure to return or theft".

#### The following are services to reduce liability

We offer various services that the Customer may benefit from during his/her journey.

### Reduction of financial liability for damages to the vehicle (Collision Damage Waiver, CDW):

By buying this option the Customer will be able to reduce his/her liability for each clearly separate incident of damage to the vehicle, its accessories and in the event of loss of or theft of the accessories, documents, keys or vehicle for the duration of the rental period.

In most cases, the reduction of financial liability is included in the rental. If included, it will be specified in the rental agreement.

For further information: See section 10) Damages, failure to return or theft, in the Conditions of the Country of Rental, in the section "Waiver and protection options", or contact the authorized staff.

#### Reduction of liability for theft (Theft Protection, TP)

The reduction of liability for theft reduces the amount that the Customer must pay in the event the vehicle is stolen during the rental period.

In most cases, the reduction of financial liability for theft is included in the rental. If included, it will be specified in the rental agreement.

For further information: See section 10) Damages, failure to return or theft, in the Conditions of the Country of Rental, in the section "Waiver and protection options", or contact the authorized staff.

#### Products that reduce financial liability

These products reduce the financial liability and the administrative fee.

If the Customer has purchased a product reducing financial liability, it will be specified in the rental agreement.

For further information: See section 10) Damages, failure to return or theft, in the Conditions of the Country of Rental, in the section "Waiver and protection options", or contact a member of our team.

#### Glass protection

Some rental offices offer glass protection, which reduces the amount the Customer must pay in the event of damages to the glass during rental.

If purchased, glass protection will be specified in the rental agreement.

For further information: See section 10) Damages, failure to return or theft, in the Conditions of the Country of Rental, in the section "Waiver and protection options", or contact the pertinent staff.

#### Personal coverage

Personal coverage is offered by **Avis Budget Italia SpA** but is provided by a third party company. If the Customer decides to purchase it he/she will have to accept the Terms and

#### For further information:

For further information: See the Conditions of the Country of Rental

#### Financial liability for damages

The Customer will have to pay, for each clearly separate incident of damage, the lowest amount between: a) the cost of repairs or replacement, plus any technical stoppage, plus administrative management costs; or b) the financial liability specified in the Price Lists.

Within the limits permitted by law, the amount that the Customer will have to pay will not be reduced if the damages were caused as a result of:

- flood or fire, attributable to him/her
- reckless driving
- driving the vehicle in violation of the provisions of section 8 "During the rental, using the vehicle".

#### The reduction of liability for theft covers...

The Customer will have to pay the lowest amount between: a) the cost of replacement, plus any technical stoppage, plus an administrative fee; or b) the financial liability specified in the Price Lists.

Within the limits permitted by law, the amount that the Customer will have to pay will not be reduced if the theft was caused by or as a result of:

- leaving the keys inside the vehicle
- loss or theft of the keys attributable to the Customer's negligence
- driving the vehicle in violation of section 8 "During the rental, using the vehicle"

#### What financial liabilities do they reduce?

They apply jointly with:

- · Reduction of liability for damages
- Reduction of liability for theft

The Price Lists specify the maximum amount that can be charged to the Customer in the event of a theft or damage to the vehicle.

#### Glass protection covers...

The aforementioned protection will not be applicable if the damage was caused by or a result of:

- Reckless driving
- Driving or using the vehicle in violation of the conditions of the rental agreement. Please carefully read section 8) During the rental, using the vehicle.

#### Personal coverage covers...

Any personal injury suffered by the driver of the vehicle as a result of an
accident, as foreseen by the General Terms and Conditions.



Conditions provided, upon request, as separate documents, the Conditions of the Country of Rental.

If purchased, the price will be specified in the rental agreement.

For further information: See section 10) Damages, failure to return or theft, in the Conditions of the Country of Rental, in the section "Waiver and protection options", or contact the pertinent staff.

At some rental locations, personal coverage also includes the loss of or damage to personal items belonging to the Customer or the passengers of the vehicle at the time of the accident.

Prior to purchasing personal coverage, it is advisable for the Customer to check on his/her travel insurance or homeowner's insurance and any other coverages provided by the issuer of their card, since such coverage may already be included as part of their insurance.

#### Full coverage package.

Some rental offices may offer a package that includes several types of coverages, including elimination of financial liability for damages or theft, and which is cheaper than purchasing the various coverages separately.

The package or products purchased will be specified on the rental agreement.

For further information: see the Conditions of the Country of Rental under the section "Waiver and protection options" or contact the pertinent staff.

#### What do our protection packages include

Even if the customer has purchased the protection package, he/she may still be liable for paying the lowest amount between a) the cost of repairs or replacement, plus the technical stoppage, plus the administrative management fees; Or (b) the financial liability. The maximum amount relating to financial liability and administrative management fees will be specified in the Price Lists.

#### 18)Payment

#### **Methods of payment**

We accept various methods of payment depending on the country of rental.

Different methods of payment may be accepted and specific conditions may apply.

For further information: See the Conditions of the Country of Rental under the section "Payment Options" or contact our Bookings Office.

Or contact the pertinent staff.

#### Payment cards accepted

We accept the following cards:

- American Express.
- Diners,
- Visa.
- MasterCard
- and Maggiore Charge Card.

#### Unaccepted payment cards

We cannot accept Visa Electron, Travellers Cheque American Express and prepaid cards, even if bearing the American Express, Visa or MasterCard logo, unless the Specific Conditions of the Country of Rental state otherwise.

We do not accept Digital Payment Cards.

#### Other methods of payment

At certain rental offices we may accept the following payment cards:

- Discover cards,
- Visa debit cards,
- MasterCard debit cards.
- Maestro cards
- Travel Agency vouchers

#### **Confirmed bookings**

As confirmation of payment of the rental we can accept the "Online payment" confirmation email for the booking, the confirmation number in the event of an online payment and the vouchers issued by Maggiore.

If the amount paid in advance by the customer, as specified on his/her booking is lower than the price of rental, the Customer is required to pay the difference at the rental office.

If the Customer has already paid an amount higher than the cost of rental, he/she will not be reimbursed, but will be able to use the difference to purchase optional extras at the time of rental. If the email, the booking code or the voucher refer to a different period of rental, we cannot accept

them as payment for the rental.

#### Late payment

If the Customer's payment is late, he/she will be charged, without forenotice, the interest on the amount past due, within the limits permitted by law.

For further information: see the Conditions of the Country of Rental under the section "Payment Options" or contact the pertinent staff.

#### Paying interests and costs

Interest is calculated as a yearly percentage rate established based on the interest rate of a national bank of the country of rental and in compliance with the law.

The Customer will also be **charged for any costs** that we may incur in collecting payment, including any legal expenses.



#### 19) Early termination of the agreement

## When can early terminate be applied

Early termination of the agreement will occur in the following cases.

In this section, when we refer to the "Customer", we refer to:

- the signer of the rental agreement
- any driver
- whoever paid for the rental

For further information: see section 9) Extending the rental period, or contact our Customer Service department.

#### **Private clients:**

If the customer makes the rental as a private client, we may immediately terminate the agreement when:

- due to a debt some of its personal assets have been seized; or
- it received a restriction order; or
- it has filed for bankruptcy; or
- the Customer terminates the agreement and this causes us significant and nonrecoverable financial damages.

#### Corporations or partnerships:

If the Customer rents the vehicle on behalf of a corporation or partnership, we may immediately terminate the contract if:

- Such entities are subject to controlled administration or liquidation; or
- The company or partnership calls a creditors' meeting; or
- We become aware of the fact that the assets of the company or partnership were seized until payment of debts; or
- The Customer or the company or partnership act contrary to what is stated in the rental agreement and thus cause us significant and non-recoverable financial damages.

#### This means that:

If the Customer terminates the agreement due to noncompliance with its provisions, it must pay:

- any amount due for the agreement and
- any financial losses incurred by us, provided they were known and foreseeable by both parties already at the time of signing the rental agreement (known as "foreseeable financial losses").

Foreseeable financial losses may include:

- loss of rental income,
- the cost of repairs or replacement of the damaged items, or
- any amount due to third parties as a result of the delay in returning the vehicle.

If the Customer causes the financial losses described above, the elimination of financial liability for damages or theft, as well as any personal and third party coverage may be terminated.

The Customer will not be liable for any financial losses not directly attributable to termination of the agreement or any unforeseeable losses.

We will reimburse the Customer if he/she can prove that the termination of the agreement or the costs derived from it are not attributable to him/her or to the additional drivers

If the Customer does not return the vehicle and/or optional extras required within 1 day from the scheduled date of return, it will be deemed a failure to return.

#### Our liabilities:

In the event of a noncompliance with the terms of the agreement, the Customer may request its immediate termination.

#### What the Customer should do:

If, in light of a violation of the terms of the agreement attributable to us, the Customer decides to terminate the agreement early, he/she must notify us of this immediately. He/she must return the vehicle and optional extras to us as soon as possible.

The Customer is still liable for paying all amounts due as a result of the agreement including the cost of the rental up to the date when the vehicle is returned and inspected by us.

He/she must do everything possible to reduce (or mitigate) any financial loss suffered.

#### We are required to comply with the following:

The agreement cannot entail any limitation of the Customer's rights. However, in the event of a noncompliance on our part with the contractual clauses, we are required to repay the customer's financial losses that both parties knew could have occurred in the event of a termination of the agreement (known as "foreseeable financial losses").

Foreseeable financial losses may include reasonable costs incurred by the Customer in using alternate means of transport during the rental period.

We shall not be liable for any foreseeable financial losses if the Customer has received reimbursement from others. Financial losses that are not directly linked to a failure to provide the vehicle and that were not foreseeable by both parties will not be reimbursed (e.g. loss of income or loss of opportunity).

If we violate the terms of the agreement due to an unforeseeable and inevitable event, such as a terrorist attack or an act of God, we will not be liable for complying with the contractual obligations for the duration of the event.

The agreement does not foresee anything that would limit or exclude our liability for (i) fraud; (ii) death or personal injury caused by our negligence; or (iii) any other liability within the measures allowed by law that may not be excluded or limited.

### 20)Processing of personal data

#### The Customer's personal data

We process personal data for a number of reasons.

In this section, when we refer to the "Customer", we refer to: (i) the signer of the rental agreement, (ii) any driver and (iii) whoever paid for the rental

#### Processing aims:

We will use (or process) the Customer's personal data and the data of any other additional drivers in order to:



- provide the rental services.
- perform any pertinent identity, security, driver's license and credit checks,
- monitor and improve the quality and management of our services,
- manage administrative sanctions related to infringements attributable to customers during the rental period, and
- send out information regarding products and services related to us that we deem might be in the Customer's interest, within the limits of the law in force. The Customer may opt out of receiving said information at any time, as specified on the websites.

In order to detect and prevent crime, we may use electronic devices in the vehicle to monitor the condition, performance and operation of the vehicle itself and to track its movements. This information may be used during the rental period and at any time thereafter (if relevant and within the limits provided by the law in force). We will not make audio or video recordings.

For further information, please see the Privacy policy available on our website.

By signing the rental agreement, the Customer explicitly consents to us processing his/her personal data within the limits allowed by the law in force.

#### Who do we share this with

We will share the Customer's personal data with:

- Affiliated to Avis Budget Italia SpA and with companies belonging to the Avis Budget Group also with non-EU locations
- Third parties such as the police and managers of private parking if we deem they have a right to access said data and within the limits allowed by law. For example, in the event of a speeding fine or a non-payment of a fine for violating the traffic laws.
- Third parties, generally headquartered in the country of rental, in order to carry out security, safety, driver's licence and credit checks in order to prevent any crimes related to the rental.
- Third parties, generally headquartered in the country of rental, in order to carry out verifications related to accidents or thefts and to collect payment related to damages caused to the vehicle, its optional extras or to individuals.
- Third parties, usually located in the country of rental, in order to manage administrative sanctions related to infringements
  attributable to customers during the rental period and any related litigation.

For further information, please see the Privacy policy available on our website.

By signing the rental agreement, the Customer explicitly consents to us processing his/her personal data and to the transfer of his/her personal data within the limits allowed by the law in force. The Customer holds the right to deny his/her consent to the transfer of his/her personal data to third parties or to their use for advertising purposes.

#### Personal data access:

The Customer has the right to access his/her personal data in our possession and to request their correction, modification, blockage or deletion. The Customer has the right to know how we obtain personal data and to verify that such data is in compliance with applicable privacy laws, save for the obligations foreseen by law. In the event that the customer were not to consent to our processing of their data we will be unable to provide the rental service.

To access the data, follow the methods described on the websites. Our data is specified on the rental agreement. To the extent permitted by the laws in force, we may ask the Customer to pay a fee to cover the costs incurred in preparing a document containing information regarding the personal data.

#### 21) Lost items

#### Please note:

We will do our best to contact the Customer in the event that we find personal items within the vehicle.

#### Items containing personal and financial information:

Personal and financial information will be eliminated after 28 days as follows:

- passports and driver's licenses will be turned in to the local police station or pertinent authority;
- Credit cards will be cut-up;
- All electronic devices, phones, tablets, computers, laptops, videocameras and satellite navigation cards, including all items that may
  potentially contain personal data, will be sent to Redeem (<a href="http://www.redeem.co.uk/">http://www.redeem.co.uk/</a>) where they will be pertinently deleted and
  recycled: and
- cash will be stored.

#### Other items:

All other items that do not contain personal or financial information will be eliminated after three months as follows:

- Clothing/glasses/sunglasses will be donated to a local charity;
- Paper documents will be torn;
- All other items (including children's car seats, satellite navigator supports, cellphone chargers, USB chargers) will be disposed of with the regular trash; and
- Drugs will be disposed of in an appropriate container.

#### How to request lost items:

In order to request lost items, the Customer must submit a valid form of id (e.g a driver's license, passport or residency document). He/she will be asked to fill out and sign a statement. If the Customer asks someone else to pick up the item/s on his/her behalf, he/she will have to submit a signed letter or fax authorizing him/her.

If the Customer cannot pick-up the items that he/she has lost, we will send them to him/her via courier. The Customer must pay all shipping expenses in advance.

For further information: for further information contact Customer Service.



#### 22) Complaints and contacts

#### **Customer service:**

Customer satisfaction is our priority and to that end we will strive to resolve any unexpected problems that may arise during rental.

#### Contacts:

Our Customer Service department strives to provide the best Customer assistance and to deal with complaints fairly and accurately. In the event of a complaint, the Customer may find our contact information in the rental agreement and in the document "Conditions of the Country of Rental".

#### Response timeframes:

We strive to resolve general disputes within 10 business days and those related to damages within 15 business days.

We are members of the European Car Rental Conciliation Service (ECRCS) and of numerous conciliation services at the local level. These organizations independently examine disputes without charging any cost to Customers. If the Customer has filed a complaint and is not satisfied with our final response, he/she may forward his/her request to the conciliation service. We will be pleased to inform you of the pertinent service.

For further information: for further information contact Customer Service.

### **Connected Cars Privacy Addendum**

Please read these terms carefully, they contain details of the data we collect about you and your connected car. By agreeing to the rental agreement, you agree to these terms, you acknowledge that we may collect and process your data for the purposes set out within this Addendum.

Avis Budget Italia s.p.a., resident in Bolzano (BZ) in via Innsbruck 31 (CAP 39100), VAT code 00886991009 and other members of the Avis Budget Group, including without limitation Avis Budget EMEA Limited and Avis Budget Services Ltd ('we' / 'us' / 'our') respect your right to privacy. This Addendum sets out how we collect and use your personal information which is collected as a result of your rental and use of one of our connected cars (as identified in the "Vehicle Details" section of the Rental Agreement).

We offer a range of vehicles for rental which have been manufactured or which have been modified with an on-board device so as to be connected to the internet and to collect and provide certain categories of information (including your personal information) to us and to the manufacturer of the vehicle / on-board device (and relevant third party service providers) ('connected car'). The use of the connected car data collected is primarily to ensure the vehicle is in safe working order and to assist us in making the car rental process more efficient and less time consuming for you. Unless you disable relevant features (as explained below) these devices are turned on all of the time, even when other services or other media in the vehicle is turned off.

This Addendum is incorporated into our Rental Agreement, General Conditions of Rental (**General Conditions**), Location Specific Conditions and Privacy Policy. Please ensure you read this Addendum, the General Conditions, Location Specific Conditions and the Privacy Policy carefully. The terms of this Addendum are without prejudice to the General Conditions, the Location Specific Conditions and the Privacy Policy. If there is a conflict between this Addendum and the General Conditions and / or the Location Specific Conditions and / or the Privacy Policy, the terms of this Addendum shall prevail.

Please read this Addendum carefully. If you have any questions regarding this Addendum, please contact your Rental Station Manager.

#### What Are Connected Cars and Connected Car Data?

A connected car is a vehicle equipped with features, telematic systems, on-board devices, or associated technologies that is capable of the collection of data about the vehicle and its use, including, for example, the vehicle's condition; damage and accident records; performance, operation and diagnostic data; information on mileage, acceleration, velocity, fuel consumption, fuel level, tire pressure, odometer, location and direction, and other vehicle-related information (collectively, "Connected Car Data"). Further information about the categories of Connected Car Data collected by ABG are included in the table below.

While you are using one of our connected cars, all Connected Car Data that is directly or indirectly linked to you is your personal information (collectively, "Personal Connected Car Data"). Connected Car Data from our vehicles that cannot be linked to you is not your personal information.



#### **How is Connected Car Data collected?**

Connected Car Data is collected when you or any person (whether customers or our employees):

- a. uses a connected car (some information is also collected when that connected car is not being used by anyone);
- b. connects a device to the infotainment system of a connected car. To prevent the next driver from accessing your Personal Connected Car Data, please always unpair your device and delete any personal information that may be stored on the vehicle's infotainment system upon returning the vehicle.

#### The Purposes for Collecting Personal Connected Car Data and Legal Basis for Processing

The following table describes the Personal Connected Car Data we collect, the purposes for which we collect it and the legal basis which we rely on to process this data. If we need to use Personal Connected Car Data for any permitted purposes not listed in the table below, we will notify you and explain the legal basis for processing. In addition to the processing outlined below, Personal Connected Car Data may also be disclosed or processed if required by law or it is necessary for dealing with a reasonable request by a law enforcement regulatory or competent authority body or agency.

Connected Car Data Collected	Purpose(s) for linking the Connected Car Data to you	Legal Basis of Processing the Personal Connected Car Data
Fuel Readings	<ol> <li>We collect fuel readings to assist us in determining the fuel tank levels. These readings are taken at the beginning of your rental period (including when you leave the rental location) and when you return the connected car to one of our rental locations at the end of your rental period as well as when you enter or leave one of the locations identified using geo-fence technology.</li> <li>Fuel readings will provide a more accurate reading of the fuel level when you collect the connected car from us at the beginning of your rental period. Fuel Readings also help us calculate any charges due for refueling the connected car to the level it was at when you collected it from us at the beginning of your rental period.</li> <li>We also use fuel readings more generally to better understand fuel consumption rates and driving efficiencies across our fleet.</li> <li>If you use our App, fuel readings will also be displayed on the App.</li> </ol>	<ol> <li>Performance of the Rental Agreement (points 1 and 2) (GDPR, article 6 (1)(b))</li> <li>Legitimate interests (point 3 – to maximise the fuel efficiency and performance of our fleet and 4. Display of fuel readings on App) (GDPR, article 6 (1)(f)).</li> </ol>
Diagnostic / maintenance information relating to the connected car (such as warning lights/tyre pressure/service requirements, oil life, etc.).	We collect diagnostic and maintenance information for the following purposes:  1. to efficiently schedule services, maintenance and repairs of the connected car;  2. to anticipate and, where possible, prevent breakdowns of the connected car;  3. to ensure that the connected car is in a roadworthy condition and to understand and assess any damage caused to the connected car during the rental period.  We collect mileage readings at the beginning of your	<ol> <li>Performance of a Rental Agreement (points 1 and 3) (GDPR, article 6 (1)(b)).</li> <li>Legitimate interests (point 2 – to maximise the efficiency and performance of our fleet and to seek to avoid breakdowns impacting your rental) (GDPR, article 6 (1)(f)).</li> <li>Performance of a Rental Agreement (points 1, 3 and</li> </ol>
Mileage Readings	rental period (including when you leave the rental location) and when you return the connected car to one of our rental locations at the end of your rental period as well as when you enter or leave one of the locations identified using geo-fence technology. If you are a long-term renter, we will take these readings remotely on a periodic basis – usually monthly. We collect these mileage readings for the following purposes:	<ul> <li>4) (GDPR, article 6 (1)(b)).</li> <li>2. Legitimate interests (point 2 – to maximise the efficiency and performance of our fleet and 5 – display of mileage through the App) (GDPR, article 6 (1)(f)).</li> </ul>



	to understand the mileage accumulated by the	
	connected car and by you while driving.  2. to manage the mileage of connected cars across all of our rental agreements (including short term and longer-term agreements);	
	to facilitate the calculation of any mileage- related charges imposed on you in connection with an agreement you have with us;	
	to identify service and maintenance requirements based on mileage; and	
	<ol><li>if you use our App, to display mileage on the App.</li></ol>	
Vehicle Commands (unlock etc.)	Where applicable, we will process the information you send as commands to the connected car for the purposes of allowing the connected car to carry out the relevant function associated with the command (for example, a request to lock/unlock the connected car). Some of the connected car features are turned on all of the time, even when other services or other media in the connected car are turned off.	Performance of a Rental Agreement (GDPR, article 6 (1)(b)).
GPS data, velocity, acceleration and sensor information	Our connected cars provide information relating to the location of the connected car. We collect a connected car's location data in compliance with legal requirements.	Legitimate interests (to ensure the security of our fleet and to record that the connected car has left/been returned to us and in relation to the establishment, according and defence of legal claims.) (CDRR entire 6.
	In addition, we use geofence technology to record whether the current location of the connected car is onsite at one of our rental locations or other locations identified using geo-fence technology or offsite.	exercise and defence of legal claims) (GDPR, article 6 (1)(f))  2. Consent (where required by applicable local law).
	The GPS location of the connected car is collected at regular intervals. The direction and speed, acceleration in each axis and sensor information of the connection car is also collected. We collect this information where permitted by applicable law including in relation to the establishment and defence of legal claims (e.g. in the event of an accident involving a connected car).	<ol> <li>Processing is necessary for the establishment, exercise or defence of legal claims (where required by applicable local law).</li> </ol>
GPS data collected when a connected car is not returned	In the unlikely event that a connected car is not returned to us following the expiry of your Rental Agreement we will need to try to contact the renter to locate the connected car in the event of the theft or suspected theft (and, if relevant, notify the police/ relevant authorities and / or our insurers). We will also process GPS data and the details you provided to us when you signed up to rent a connected car with us to attempt to locate and	<ol> <li>Legitimate interests under GDPR (including to recover the connected car in the event of a theft, protection of property and monetary interests, clarification of potential criminal offenses) (GDPR, article 6 (1)(f) and where provided for under applicable local law).</li> </ol>
	recover our connected car and to record that the connected car has left/been returned to the rental location.	2. Consent (where required by applicable local law).
	The GPS location of the connected car is collected periodically and, in these circumstances, used in connection with our attempts to locate and recover the connected car.	<ol> <li>Processing is necessary for the establishment, exercise or defence of legal claims (where required by applicable local law).</li> </ol>
Details and nature of certain identified locations.	We use this information to:  1. protect our fleet against potential theft and/or loss of vehicles;	<ol> <li>Legitimate Interests (to ensure the security of our fleet, the efficient distribution of the fleet and to record that the connected car has left/been returned to us) (points 1 and 2) (GDPR, article 6 (1)(f)).</li> <li>Performance of the Rental Agreement (point 3)</li> </ol>
Using geo-fence and GPS technology when	better manage the availability and distribution     of our fleet including by allowing us to     generate inventories of which vehicles are at	(GDPR, article 6 (1)(b)).  3. Consent (where required by applicable local law).
the connected car visits certain identified	our locations; and 3. record when a connected car leaves or is returned to our rental locations including to	



		cal rental
locations we can identify the nature of that location. These locations include ABG rental and operational locations as well as certain identified airports, stations, docks, hotels, workshops and car impounds.	allow us to manage our check-out and check-in procedures.	
Information collected by the connected car and the infotainment system (including details of your contacts, call history, and your music preferences).	If you connect your device to the infotainment system within the connected car the infotainment system will process your personal information to make the system's functionality available to you (for example, to play and store your music choices and preferences and to allow you to make calls and receive hands-free communications). This information is only collected if you choose to sync your device to the infotainment system.  We do not receive this information unless you do not remove your data from the infotainment system when you return the connected car to us. See below for further details.  Please note that other businesses (such as smartphone or music app providers) may also receive and use your personal information when you use infotainment systems. Please refer to the terms of use and privacy policies of those third-party businesses.	1. Legitimate interests (to provide you with the services available as part of your rental vehicle) (GDPR, article 6 (1)(f)).  2. Performance of a contract (GDPR article 6 (1)(b)).
Emergency calling (eCall)	Our connected cars may contain eCall technology. In the event of a serious accident, the eCall automatically dials an emergency number. eCall will only transmit the data that is absolutely necessary in case of an accident. Information only leaves the connected car in the event of a severe accident and is not stored any longer than necessary.  We do not get access to eCall data; the data is transferred directly to the governmental response point/emergency services from the connected car.	Legal requirement (GDPR article 6 (1)(c))

We may also use Personal Connected Car Data for the purposes of determining whether a customer will be included in the Do Not Rent list of customers who present significant risks to our business and/or personnel and who will be prevented from making a rental with us. We will only use Personal Connected Car Data for this purpose to the extent permitted by applicable law.

We may aggregate or anonymize Personal Connected Car Data to create anonymous and therefore non-personal information. We may use this information for the purposes of improving our products and services, and we may engage a third party analytic provider to assist us with this. Where we process your Personal Connected Car Data in generating such non-personal information, we process this on the basis of our legitimate interests of improving and developing our products and services. The further processing of this non-personal information is no longer subject to the requirements of applicable data protection law.

#### Privacy button functionality (if available)

Some of our connected cars allow you to share or hide your location information (for example, by pressing the "privacy button", by sending an SMS to the connected car's manufacturer and/or by clicking through the privacy settings within the in-vehicle systems). The process for disabling location information varies between each car manufacturer and vehicle, so we recommend that you **review your privacy settings each time you begin a journey.** 

If you are unsure how to change your privacy settings or if you prefer that your location information is not collected, please speak to a member of our team or contact your Rental Station Manager. We will explain how to use the privacy settings of the vehicle or do our best to provide you with an alternative connected car that will allow you to amend your privacy settings as you wish. We cannot guarantee that an alternative connected car will be available at the time of your rental.



Please note that regardless of the privacy settings, we will continue to process Connected Car Data (which may include Personal Connected Car Data) relating to the performance and operation of the connected car as set out in the above table, and this Connected Car Data will still be transmitted to the relevant manufacturer and ourselves.

Please note, if you choose to hide your location information, we may nevertheless request this information from the manufacturer of the connected car in the event of theft, suspected theft or if the return of the connected car is overdue in order to recover the vehicle and protect our legal rights.

You can enable the "privacy button" in your vehicle which will cease processing of **GPS data** as described in the table above (where this functionality is provided by the manufacturer or vehicle)

For further details of your rights in relation to Personal Connected Car Data please see our Privacy Policy "Your Rights and Choices" section.

#### What other terms apply when you use connected car features?

Use of features in connected cars is subject to the terms and conditions posted by the vehicle manufacturer and/or the technology provider, which may include system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms and user responsibilities. Some or all of these features are turned on at all times, even when other services or other media in the vehicle are turned off.

Vehicle manufacturers may also collect Connected Car Data from our vehicles pursuant to their privacy policy and share the Connected Car Data with us. You can review their privacy policy and other terms and conditions related to Connected Car Data on the applicable vehicle manufacturer's website. Details on the features in your rental vehicle are set out in the "Vehicle Details" section of the Rental Agreement. We cannot guarantee that a vehicle without these features will be available at your time of rental.

Manufacturer in-built services or other manufacturer provided features and platforms may be included in your rental and may also collect Connected Car Data that is shared directly with the manufacturer. In these circumstances, the manufacturer may also be a data controller of your Personal Connected Car Data. Please note, that Connected Car Data will first be received by the manufacturer of the connected car prior to it being received by us. We encourage you to read the privacy notices relating to these services to understand what Personal Connected Car Data is being collected and the purposes for which it is being collected. If you are unsure whether your connected car has such services, please speak to a member of our team or contact your Rental Station Manager.

#### How long do we retain Personal Connected Car Data?

We only retain Personal Connected Car Data for the amount of time necessary to perform the purposes for which it was collected. This means that some Personal Connected Car Data may be overwritten very quickly, however, in any event, we will retain Personal Connected Car Data for no longer than 7 years after the expiry of your rental agreement (unless there has been an insurance claim, accident or damage or there is an applicable legal or regulatory duty which requires us to retain the Personal Connected Car Data).

If you choose to sync a mobile device to the connected car (using Bluetooth, USB or otherwise) please ensure that you take the necessary steps to remove your information from the system when you return the connected car at the end of your rental period. If you do not do this, your information may be retained in the system. If you are unsure whether you have removed all of your information, please speak to a member of the team or your Rental Station Manager.

If you find that a previous customer has forgotten to delete their information, please delete it **immediately** or speak to a member of the team or contact your Rental Station Manager.

If you have any questions regarding the content of this Addendum, please speak to a member of our team or contact your Rental Station Manager.

# We thank you for choosing Maggiore