

Particular Terms of Rent

1. Below is the rate applicable to your booking. Other rates, subject to different terms and conditions, are available both at our offices and by telephone or fax.

2. **1. Drivers under the age of 25 or drivers who have a driver's licence between 1 and 4 years, will pay an additional charge:**

For groups of vehicles: N / T / V / VV / LL

3. **28 TRY/day with a maximum of 420 TRY and without a maximum**

4. **28 TRY/day with a maximum of 420 TRY**

The minimum age of the driver must be 19 years old and must have held a driver's license for more than 1 year (See point 11 of the general conditions of hire).

6. The methods of payment admitted are:

1. Debit card, Credit card VISA or MasterCard

2. The card used must be in the name of the main driver on the rental agreement.

4. **When picking up the vehicle, the presentation of a single credit or debit card in the name of the title holder of the rental contract will be required in order to provide a deposit for the fuel tank (see General Condition 7) and, where necessary, for the vehicle excess (see Particular Condition 6.3.).**

We do not accept Diners Club, American Express, Postepay or cash.

7. The cost of this reservation is linked to the Quick Return System for the vehicle as noted in Point 7 a) of the General Terms and Conditions for Car Rental. The provisions of this section apply regardless of the length of the contract.

8. The applicable rate includes:

1. V.A.T. and local taxes.

2. Unlimited mileage.

3. Compulsory vehicle insurance policy pursuant to current legislation, collision damage waiver (CDW) with excess, and insurance cover for vehicle passengers. Excess amounts will vary depending on the hired vehicle band, which shall be as follows:

Amount to be blocked from the credit card:

X / XG / AA / 4A / BB / CC / CG / C1 / S / M:: 600 TRY

D / DE / DD / DG / E / F / FF / L / LL / R / T TA / N / V / VV: 900 TRY

G / GG / GW / I / J / JJ / K / O / P / PP / Q: 2,500 TRY

Above are the amounts to be blocked in concept of guarantee deposit, except when taking out an additional insurance cover offered by Goldcar's.

Maximum customer liability amount:

| 2.400 TRY | | | 3.600 TRY | | | 4.800 TRY | | |
|-----------|------------------|--------------|-----------|-------------------------|--------------|-----------|-------------------------|--------------|
| Category | Indicative model | | Category | Indicative model | | Category | Indicative model | |
| X | Smart Fortwo | (or similar) | D | Seat León | (or similar) | G | Opel Insignia | (or similar) |
| XG | Fiat Panda 4x4 | " | DD | Citroën C4 Picasso Aut. | " | I | Ford Galaxy | " |
| AA | Opel Adam | " | DG | Volkswagen Golf | " | J | Volkswagen Touran | " |
| BB | Fiat 500 | " | E | Ford Focus Aut. | " | K | Volkswagen Transporter | " |
| CC | Ford Fiesta | " | F | Seat León SW | " | O | Range Rover Evoque | " |
| CG | Opel Corsa | " | L | Ford C-Max | " | P | Audi A4 | " |
| S | Citroën Berlingo | " | LL | Mercedes Clase B | " | PP | Mercedes Clase C Aut. | " |
| M | Peugeot 108 | " | N | Audi A1 Sportback | " | JJ | Citroën C4 Gran Picasso | " |
| | | | R | Opel Mokka | " | | | |
| | | | T | Volkswagen Golf | " | | | |
| | | | V | BMW Serie 1 | " | | | |
| | | | VV | Mercedes Clase A Aut. | " | | | |

Above are the maximum amounts that customers may be liable for in case of any incidents, except when taking out an additional insurance cover offered by Goldcar's.

In the case of customers who have purchased the «Super Relax» insurance cover, there shall be no temporary excess charged to or blocked from the payment card.

Customers may decide to take out the «Super Relax» additional insurance cover either during their online booking or upon collection of the vehicle.

In the event of vehicle misuse, customers shall be charged the maximum amount corresponding to additional charges in concept of accident. These shall not exceed the total amount corresponding to the excess for each vehicle band as shown in the above table.

Customers who have taken out the additional insurance cover shall not be required to pay the excess deposit and will not be liable in case of accident, except due to unauthorised vehicle use, in conformity with the stipulations included in article 10 of the General Terms and Conditions for Rental. Customers who do not wish to take out the additional cover will be required to pay a deposit in the amount stated in this article.

In case the customer takes out the Supplementary Cover "Relax", the amount of the previous Excess is reduced to "zero" Euros (0€) for the case of damage to the vehicle bodywork. In addition, the purchase of the "Relax" coverage may be made, when the customer chooses, either at the time of online reservation or at the time of vehicle collection.

In addition to the above, taking out the "Relax" supplementary coverage results in a reduction of the guarantee deposit - which the customer must pay - to 300 euros.

Similarly, by taking out the "Relax" Cover, the costs associated with the of loss of income due to immobilization the vehicle - point 6.2 of the General Terms and Conditions - in the event of an accident will not be applied.

In all other cases, the conditions of the Basic Cover remain unchanged.

4. Premium Location: considering Premium location office within airport installations, all services hired and paid through our website are subject to a fee calculated from actual rental rate and included on final price. Regarding products and/or services not hired or paid through our website, please review provisions established on "8. The applicable rate does not include"

9. The applicable rate does not include:

The cost of adding an Additional driver is 19,95 € per day per driver, A maximum of 3 additional drivers may be added per contract.

2. The cost of hiring a Baby Seat is 7.95 € per day per Baby Seat, up to a maximum of 96€ for each Baby Seat.

3. The extra charge for one-way reservations (where pick up and drop off are at different locations).

In case the customer purchases the Supplementary Cover "Relax", the franchise is 0€ for all damages caused to the vehicle bodywork. In addition, there will be a reduction of the guarantee deposit - to be deposited by the customer - to 300 EUR. And under this complementary "Relax" coverage, the costs associated with the of loss of income due to immobilization the vehicle - contained in clause 6.2 of the General Terms and Conditions - will be cancelled in the event of an accident.

4. The amount associated with the Vehicle Return System linked to this rate. (To determine this cost, see Sections 7.of the General Terms and Conditions for Car Rental. For the approximate cost, go to: www.goldcar.es/en/SDR.

8.4 In case the customer purchases the Supplementary Cover "Relax", the franchise is 0€ for all damages

caused to the vehicle bodywork. In addition, there will be a reduction of the guarantee deposit - to be deposited by the customer - to 300 EUR. And under this complementary "Relax" coverage, the costs associated with the loss of income due to immobilization of the vehicle - contained in clause 6.2 of the General Terms and Conditions - will be cancelled in the event of an accident.

5. Diesel vehicles are available, normally at an additional charge of 19.95TRY (VAT included) per day (increase in price), but diesel vehicles can never be confirmed to the client before pick-up. If the client wants to hire a diesel car he should ask for it upon arrival.
6. There is an additional local charge of 160 TRY for all vehicles collected outside office opening hours. Goldcar may request the flight number prior to the hire.

7. Premium Location: considering Premium location office within airport installations, all products and services are subject to an extra 4% fee (up to 39€ per contract, maximum, taxes not included) on all charges originated from rental agreement particularities or hired and paid at the desk

10. Important Information:

1. The reservation voucher must be presented when collecting the car.
2. The following documents are also necessary: Passport or ID Card, driving licence and a valid credit/debit card. Please note that our staff may request the debit/credit card used during online reservation process if different than the one used to pay at our counters.
3. To hire a GPS device, you must pay a security deposit of 600 TRY that will be blocked on your credit card.
4. To hire a MiFi (mobile internet access) device, you must pay a security deposit of 300 TRY that will be blocked on your credit card.
5. The return of the vehicle more than 59 minutes over the stated end time of the rental contract will generate a charge of 200 TRY per day plus an extra amount corresponding to the additional rental days (with a minimum of 200 TRY and one day rental charge).
6. On a reciprocal basis, GOLDCAR will compensate the customer for the same amount for late delivery should more than 59 minutes elapse after signing the rental agreement.
7. The reservation does not refer to a specific vehicle (make, model, colour, accessories, etc.) but rather a group of vehicles with similar technical and design characteristics. Should a model of the selected group not be available, one of a higher category will be delivered.
8. If the vehicle receives a fine during the rental period, you will be responsible for full payment of the fine as well as a € 45 traffic fine management fee.
9. If the flight is diverted to another airport and the client picks up the vehicle from a different office than the one originally booked, an extra fee of € 65 will be charged.
10. If the client returns the vehicle without the relevant papers, after checking the vehicle, an extra fee of 1.500 TRY will be charged.
11. Goldcar reserves the right to cancel the delivery of the vehicle in case of doubts about the financial capacity of the client, outstanding debts or any serious incidents with Goldcar.
12. If you don't take out any additional cover offered by Goldcar at office and the vehicle is involved in an accident during the rental period, you will have to pay (in addition to the damages associated with the accident) an Accidents Administration Fee of 400€.

11. Cancellation conditions for prepaid reservations through the Goldcar website:

Cancellation is free of charge up to 24 hours before the pick-up time. For cancellations made later than this, a cancellation fee of 20 euros will be charged, unless you have contracted a non-refundable rate. The total prepaid amount shall be refunded to the same credit or debit card as the one used for the initial payment. Refunds shall not be given for prepaid amounts if the reservation is canceled less than one hour before the scheduled pick up time of the rental car or after it. Moreover, Goldcar shall not give refunds for prepaid amounts if the client does not go to the hire office to pick up the vehicle.

2. To obtain the refund of prepaid amount, the customer must access the 'My Bookings' section of the Goldcar website and proceed to cancel the corresponding reservation. At the final step of the cancellation process, the

customer will be redirected to the Goldcar payment gateway, where they can verify that the refund has been successfully made.

3. **Non-refundable prepaid bookings may not be cancelled or modified** (such as the «Crazy » rate or any other rate under another trade name identified as such). Even in the event of cancellation, the prepaid amount (taxes, fees or other charges included) shall be kept by Goldcar as compensation.

8.4 In case the customer purchases the Supplementary Cover "Relax", the franchise is 0€ for all damages caused to the vehicle bodywork. In addition, there will be a reduction of the guarantee deposit - to be deposited by the customer - to 300 EUR. And under this complementary "Relax" coverage, the costs associated with the loss of income due to immobilization the vehicle - contained in clause 6.2 of the General Terms and Conditions - will be cancelled in the event of an accident.

12. These conditions prevail over the general conditions.

13. **SNOW CHAINS:**

All the vehicles rented in these offices will have the snow chains inside the car free of charge.

WINTER TIRES:

It is possible to request a vehicle with winter tires at an extra cost of:

-10 TRY per day with a maximum charge of 280 TRY per vehicle

General Rental Conditions

1) PURPOSE

Customers receive the rental vehicle described in the rental Agreement in perfect working order, with all its documents, tires, tools and accessories, and undertake to look after them and drive the vehicle in compliance with the Highway Code and the provisions set out in these General Terms and Conditions. **Before removing the vehicle, the customer is entitled to check the status of the vehicle for themselves.**

2) RENTAL PERIOD

The term of the Agreement is set out on page 1 herein and indicates the date and time on which the vehicle must be returned.

The rental dates are computed in 24-hour periods, counted from the exact time customers rented the vehicle until they return the vehicle, with its keys and documents to Goldcar. The courtesy period for returning the vehicle is 59 minutes.

The Agreement may never be for a rental period of more than 28 days.

If the customer decides to terminate the Contract in advance, the entirety of the amount paid for the days the vehicle was not used (including taxes) will be retained as an indemnity.

Likewise, in the event that it is Goldcar who decides to finalize the rental before the date indicated in the Contract, the customer shall have the right to receive from Goldcar twice the amount that was paid for the days the vehicle was not used (including taxes) as an indemnity.

3) EXTENSIONS

Customers must return the vehicle on the date and time indicated in the preceding section. For an extension of the rental period, customers must go to the closest Goldcar office to sign an extension document. Agreements cannot be extended by phone or by any other means of electronic communication.

The deposit given as surety may not be used to extend the rental period under any circumstance. Goldcar may charge customers a fee for any extensions to this Agreement.

In the event that the Agreement cannot be extended because no vehicles are available or for any other reason, customers must return the vehicle on the agreed date and time to the agreed Goldcar office.

Depending on the terms and conditions in the initial Contract, a new contract may need to be signed when an extension of the rental period is requested. In that case, the new contract invalidates the current Contract.

4) VEHICLE RETURN CONDITIONS

Customers, besides the chosen vehicle return system (SDV), as set out in Clause 7 of these General Terms and Conditions— must return the hired vehicle in its pre-rental condition, together with all its documents, tyres, tools and accessories, at the place and on the date and time set out in the rental Agreement.

Customers must not change the vehicle's technical specifications, keys, equipment, tools and/or accessories, or make changes to its external or interior appearance. Otherwise, customers must pay for the expense of returning the vehicle to its pre-rental condition, without detriment to Goldcar's loss-of-income during the period the vehicle is not available for rent because it is being valeted, and for any other damages sustained by Goldcar.

5) FAILURE TO RETURN THE VEHICLE

Failure to return the vehicle on the date and time set out in the Contract authorises Goldcar to charge customers for each day they use the vehicle after it should have been returned. Goldcar will also charge a penalty of 200 TRY for every day of delay to cover the inconvenience caused to Goldcar.

Where Goldcar's delivery of the vehicle is delayed by more than 59 minutes after the rental agreement is signed, the customer will be compensated for the same amount.

Similarly, returning or abandoning the vehicle in a place other than the one indicated in the Agreement, will entitle Goldcar to require customers to pay:

- i) Rent for each extra day needed to retrieve the vehicle and return it to its pre-rental condition so it can be hired again;
- ii) additionally there will be an indemnity of 200 TRY per day added as compensation for loss-of-income, and
- iii) also, the client will be responsible for the costs of moving or towing the vehicle, tolls, and safekeeping and guarding, as the case may be, to the place convened in the Agreement for returning the vehicle, as set out in Schedule I, which can be found at www.goldcar.es/tc.

In the event that the vehicle disappears or is not returned, Goldcar reserves the right to bring legal action against the customers before the competent authorities with the full weight and consequences of the law.

A unilateral extension of the Agreement by customers will be considered illicit use of the vehicle, in which case the customers will be held liable for any damage to the vehicle.

6) PAYMENTS AND METHODS OF PAYMENT

6.1 Payments:

Customers undertake to pay Goldcar:

- a) Charges arising from vehicle hire, insurance and taxes determined by the current Goldcar rates (hereinafter, General Rates), which have been previously communicated to the client. The application of the initially agreed rate is dependent upon the vehicle being returned at the designated place, date, time and on the stipulated condition. Rates may vary depending on the time of year and the office in question, whereby, prior to hiring a vehicle, it is the client's responsibility to verify the rate that is to be applied.
- b) The amount associated with the chosen Vehicle Return System (Clause 7 of these General Conditions).
- c) Any other items that may apply to the customers, according to Goldcar's contract and commercial terms and conditions.

6.2 Payment as a consequence of inadequate use by the customer:

Customers subsequent to the finalisation of the rental period, undertakes to pay Goldcar any amounts arising as a result of the following:

- a) Charge for 'special cleaning' for the costs incurred from an additional valeting service arising from the clearly inadequate state of the vehicle at the time of its return, with a maximum charge of 720 TRY.
- b) Up to 1000 TRY for the expense incurred through the loss of a vehicle's documents or keys, and/or sending a set of keys to the office concerned, in the event of loss, breakage or return of the vehicle's keys to an office that is not the office at which the vehicle was collected, or for any other situation attributable to the customers in which the vehicle is immobilized.
- c) Tow-truck costs in the cases set out in the various clauses of this Agreement.
- d) The costs arising from loss, wear or damage to the wheel rims, tyres (including flat tyres and blowouts), tools, windscreens, rear-view mirrors, accessories, the vehicle's interior, and problems caused by using the wrong type of fuel.
- e) Any tolls, fines, sanctions, and court costs caused by infringement of highway regulations, laws, rules and by-laws

(including congestion charges and restrictions to motor vehicles, where these exist) incurred by the customers during the rental period that have been met by Goldcar.

f) Notwithstanding the foregoing, Goldcar reserves the right to charge the customer an extra 400 TRY for the administrative costs it incurred for processing and sending notice of the above-mentioned sanctions to the competent authorities.

g) The cost of repairs for damages caused to the vehicle in the event of an accident, in any of the following circumstances:

- The vehicle was not used according to the agreed terms and conditions.

- The accident report form - either the '*Declaración Amistosa de Accidente*' (DAA or Amicable Accident Report) or the '*Informe de Siniestro*' (Accident Report) - was not completed and sent to Goldcar within 48 hours, or it is a misrepresentation of the facts.

- The damage done to the vehicle is due to the customers' miscalculation of the height of the vehicle.

h) The costs of the 'Accidents Administration Fee' up to a maximum of 400 TRY

Any amounts arising from such items shall be charged by Goldcar directly to the customer using the electronic payment or equivalent system used to hire the vehicle, with the customer expressly authorizing the acceptability of Goldcar making such charges.

In all cases, Goldcar shall immediately report the charge that was made and the reasons for it, giving the customer all the information possible.

The amount charged to customers for damages to the vehicle is computed according to the assessment made by an independent adjuster. Alternatively, if an external assessment cannot be made, customers will be charged the amount resulting from a preliminary assessment made by qualified Goldcar staff, according to the rates published in Annex I hereto, which are known and consented to by the customers.

All the foregoing will apply without prejudice to a subsequent settlement and adjustment after an estimate is made by a garage or an assessment is made by an independent adjuster. The figure resulting from this assessment cannot be higher than the prices indicated in Annex I of these general conditions.

Likewise, Goldcar reserves the right to charge customers compensation for loss-of-income owing to immobilization of the damaged vehicle. Such compensation will be calculated on the number of days required to repair the vehicle, established by an independent adjuster or, after the vehicle has been repaired, by counting one day for every eight hours of work invested by the garage and used as the base to quantify the daily rate at which the vehicle was hired. The days the vehicle is immobilized count as days the vehicle was not returned on the convened date, and thus the extra 200 TRY per day set out in the preceding clause will also apply.

Customers' liability will not exceed the vehicle's market value, according to the maximum price set out in the Ganvam guide in force at the time of the accident.

6.3 Method of Payment:

The credit or debit card with which the reservation is made must be shown by the holder when they pick up the vehicle. The holder of the card must make sure that it is used pursuant to these General Rental Conditions (deposit, withdrawals, etc.); so that no damage is caused.

As such, Clients agree to get all the necessary information from their bank before their card is used by Goldcar, which cannot be held liable on these grounds.

The payment to rent the vehicle and any possible additional costs shall be made in the currency chosen by the Client.

Transactions in various currencies are accepted pursuant to the terms of the bank that processes the payment.

The methods of payment admitted are Credit Card VISA or MasterCard. We do not accept Debit Card, Diners Club, American Express, Postpay or cash.

7. VEHICLE RETURN SYSTEMS (SDV in Spanish)

The system employed for returning the rental vehicle is intended to regulate matters referring to the method of verification of the fuel upon return (check-in), the refuelling service provided and the availability of the flexible return time service.

Without detriment to the linking of some policies to a specific rate, the following Vehicle Return Systems are available to the customer:

a) Quick Return System (SDR in Spanish)

The Rapid Return System entails the provision of a fast and agile service for vehicle rental: the rental vehicle is handed over with a full tank of fuel and may be returned without the need to top up the tank so the customer is not obliged to search for petrol stations close to the drop-off location or to wait around unnecessarily while fuel levels are verified.

This system allows customers to reduce the time spent waiting for the rental agreement and check-in procedures, including verification of the fuel level, to be carried out; this enhances the quality of the service provided.

In addition, the Quick Return System includes 'flexible hours service, meaning that the vehicle can be returned outside usual office hours, eliminating the waiting time in terminals for flights at night or on non-business days. The availability of this service is restricted to the Offices that offer this option. (See the Particular Terms and Conditions.)

This system includes refunding the customer for the amount of fuel remaining in the vehicle's tank when it is returned, as indicated by the eighths of a tank recorded by the vehicle's fuel gauge excluding the amount corresponding to logistical and operational costs.

The price of this System is determined in line with the vehicle model hired, its fuel capacity, the price of fuel at the time the vehicle is delivered, operations and logistics expenses (Cost of Service or GG), and any location costs (where applicable)

SDR = Vehicle model (in litres): x Price (TRY/litre) + Cost of Service (GG) + Location Costs

Where,

- Vehicle model (in litres): is the capacity in litres of the fuel tank of the vehicle model.
- Price (TRY/litre): this is the unit price of the fuel, using as a reference figure the average price in service stations in the province of Alicante (for rentals originating on the peninsula or in the Balearic Islands); and Las Palmas de Gran Canaria, (for rentals originating in any of the offices in the Canary Islands); according to the rates published on the web site of the Ministry of Industry, Energy, and Tourism. (<http://geoportal.mityc.es/hidrocarburos/eess/>). The value to be used is the average of the cheapest and most expensive rates available on the date they were looked up.
- Cost of Service (GG): these are the necessary costs of operations and logistics, whose final price is associated with the specific model of vehicle supplied and can be consulted at www.goldcar.es/SDR.
- Location costs: For those offices located in airports, train stations or other facilities where an additional fuel surcharge is levied, this will be added to the final cost of the actual fuel consumption. The percentage applied for this item is detailed on page 1 of the rental agreement.

b) Classic Return System (SDC in Spanish)

This Classic Return System consists of hiring the vehicle without refuelling service, without agile pick-up and drop-off service, and without the flexible hours.

This system includes only delivery of a vehicle with a full tank, with the customer being obliged to return the vehicle to the rental company at the place agreed upon for delivery and with the tank full. It is also necessary to follow vehicle check-in procedures for verifying the fuel level. This option does not include the package of rapid customer support services provided in the foregoing systems.

Similarly, the customer must pay a deposit equal to the value of a full tank, which will be refunded when the vehicle is returned, once an inspection has been made to verify correct compliance with the conditions of this offer.

Should the undertaking to return the car with a full tank not be fulfilled by the customer, the cost of the amount of fuel needed by Goldcar to top up the tank will be deducted from the deposit, plus a 200 TRY penalty. Where the deposit is less than the amount owed, the customer agrees that the difference should be charged to their credit or debit card, and ultimately withdrawn from their personal bank account.

Likewise, if Goldcar is the one failing to meet its obligation to deliver the vehicle with a full tank, the company will be required to compensate the customer with twice the foregoing amount as a specific penalty for failing to meet its obligations in the manner agreed with the customer.

8. INSURANCE AND COVERS

8.1 Compulsory insurance and Civil Liability Insurance.

Rental rates include Compulsory Insurance for the automobile, and Supplementary Civil Liability insurance to cover damage to third parties as a result of using and driving the vehicle.

These covers are guaranteed and assumed by Goldcar's insurance company, and they are subject to the insurance policy's general and particular clauses and the law. By signing the vehicle hire agreement, customers accept the conditions of this insurance policy, which are available to customers on request.

8.2 Goldcar Basic Cover

The hire rates also include the GOLDCAR BASIC COVER for damage to the vehicle due to:

- a) collision,
- b) theft,
- c) accidental fire and acts of vandalism

In certain offices, the Basic Goldcar Cover includes an excess for damage for which the customer is directly liable. (See the Particular Terms and Conditions on Page 1 of this contract). This excess must be guaranteed (i) by paying the corresponding guarantee or (ii) taking out Additional Cover offered by Goldcar.

The Goldcar Basic Cover will be valid as long as the following conditions are met:

- a) The customer, in the event of a collision, sends Goldcar the full details of the third party and possible witnesses before forty-eight hours have elapsed, as well as a completed accident report form, an 'Agreed Statement of Facts' (DAA) stating the number plate, the name and address of the third party, the circumstances of the collision, a sketch of the accident, the name of the third party's insurance company, and, if possible, the number of the insurance policy. All this must be signed by the two drivers involved in the accident, or, if there is no accident report form, a *Claims Report*, which will be provided by Goldcar.
- b) The insurance company does not refuse to accept the claim because the vehicle's driver was not in the physical and mental condition required by the Highway Code.
- c) The collision, theft, fire, or act of vandalism did not take place during unauthorized use, as set out in Point 10 of these General Conditions and
- d) The customers sent notice of the collision, theft, fire, or act of vandalism caused to the vehicle within forty-eight hours of the event, together with the relevant documents (accident report, report to the authorities, etc.).

THIS COVER EXPRESSLY EXCLUDES:

- a) Damage to tyres, tyre rims, vehicle interior, outside rear view mirrors, glass and underside.
- b) Flat tyres and blow-outs.
- c) Damage to the clutch and gear box.
- d) Compensation for the days the vehicle cannot be used due to repairs.
- e) Fees for a tow truck.
- f) Fees for recharging the battery.

8.3 Additional Cover offered by Goldcar

The rental fees do not include the ADDITIONAL COVER offered by Goldcar, which covers damages that are excluded expressly by Goldcar Basic Cover. This cover can be taken out at the time the vehicle is picked up, and is only valid if the customer meets the conditions stipulated beforehand in the event of damage to the vehicle.

9) CUSTOMER OBLIGATIONS IN THE EVENT OF AN ACCIDENT AND OTHER CIRCUMSTANCES

In the event of an accident, customers undertake:

- a) To send Goldcar the full details of the third party and any witnesses before forty-eight hours have elapsed, as well as a completed accident report form (Agreed Statement of Facts - DAA) stating the number plate, the name and address of the third party, the circumstances of the collision, a sketch of the accident, the name of the third party's insurance company and, if possible, the number of the insurance policy. The accident report form must be signed by the two drivers involved in the accident. If there is no accident report form, the parties must complete a Claims Report that will be provided by Goldcar;
- b) To alert the authority immediately if the guilt of the third party needs to be investigated or if anyone has been injured;
- c) Not to abandon the hired vehicle without taking due measures to safeguard it.

In the event of an act of vandalism, fire, theft or disappearance of the vehicle, customers undertake to notify Goldcar of the event immediately and to report it to the authorities, sending a copy of the report to Goldcar as soon as possible.

10) NON-AUTHORISED USE

It is the customers' duty to use the vehicle with due diligence, in line with its characteristics, and to obey the current Highway

Code, avoiding any situation that might cause damage to the vehicle or to third parties.

Likewise, it is the customers' duty not to allow anyone other than those authorised under this vehicle hire agreement to drive the vehicle. Customers are liable for any damage to the vehicle or to third parties arising from a breach of such terms.

Failure to comply with the provisions of these sections will be construed as non-authorised use.

Customers are fully liable for damage to the exterior and interior of the vehicle due to non-authorised use, and must pay any expenses incurred as set forth in section 6 of these General Conditions.

In the event of prosecution, customers must pay for all court costs and lawyers' fees, even if the latter's involvement in the proceedings was not mandatory.

Non-authorised use includes, but is not limited to the following cases, given by way of example:

- a) Pushing or towing another vehicle.
- b) Driving in areas not suited to public transport, such as beaches, race tracks, forestry roads, back roads, etc.
- c) Driving on dirt roads and very poorly paved roads that could cause damage to the underside of the vehicle.
- d) Driving the vehicle in restricted areas, and more specifically on airport roads and other roads for aeronautical and/or military use.
- e) Negligent behaviour when the vehicle's indicators show an alert that customers state are known to them when they sign this agreement.
- f) Transport of goods or animals and, in particular, substances that are hazardous, inflammable and/or poisonous for the vehicle and its occupants.
- g) The transport of individuals or goods for which the customers receive direct or indirect payment.
- h) Sub-leasing the vehicle.
- i) Using the vehicle for unlawful activities.
- j) Transporting a number of passengers and amount of luggage not authorised for the vehicle concerned.
- k) Manipulation of the milometer. Customers must report any malfunction of the milometer to Goldcar immediately.
- l) Transport of luggage or any other item on the vehicle's roof, even when an adequate luggage rack is used for the purpose.
- m) Damage to the vehicle caused by leaving tempting items in plain sight inside the vehicle.
- n) Dirtying the inside of the vehicle beyond what would be expected from reasonable and careful use.
- o) Driving the vehicle when tired, not feeling well and under the influence of alcohol, medicine or drugs.
- p) Reckless driving.
- q) Using the vehicle to give driving lessons under any circumstance and/or to teach special driving techniques.
- r) Driving against the traffic regulations.
- s) The vehicle is driven by a person who is not authorised to do so in the agreement, as either a customer and/or a supplementary driver.
- t) Driving a hired vehicle beyond the **Turkish borders.**

u) Continued use of the vehicle after the rental period has ended

Any unauthorised use on the part of the customer will entitle GOLDCAR to terminate the Rental Agreement early for breach of contract by the former and, where appropriate, to claim for any damages that may apply in this respect.

11) DRIVING LICENCE.

Customers must have a valid driving licence recognised in the country where they collect the Goldcar vehicle. Customers are

liable for the expiry date and recognition of the driving licence and must not hold Goldcar liable under any circumstance. Customers must be aged TWENTY-FIVE or older and have held a driving licence for at least FOUR years. When these two circumstances are not met, special conditions may be agreed at an extra cost.

At the same time, the minimum age of the client is 21 years old. Also, in for any case, the client must have held a driver's licence for at least one year regardless of age. There is an additional charge, stated during the booking process, if the client is between 21 and 25 years old.

12) JOINT LIABILITY

Customers and/or authorised additional drivers are jointly liable for the customers' obligations under this Agreement and the relevant laws that are applicable to same.

13) THEFT AND LOSS OF PERSONAL BELONGINGS

Goldcar is not to be held liable for items stolen, forgotten or lost inside the vehicle.

14) DEPOSIT

Except when the optional additional coverage is taken out by the Client, when the vehicle is collected, the Client must put down a deposit, the amount of which is established in article 6 of the Specific Rental Conditions.

If the term of the Agreement is extended, the initial amount of the deposit must be increased according to the number of additional days of rental.

The deposit blocked (credit card) or charged (debit card) will be unblocked or refunded to the customer once the vehicle has been returned, and Goldcar has checked that the vehicle is in a good state and that the terms of the Contract have been fulfilled. If the deposit is paid by credit card, the maximum time it can be blocked is 30 business days, from the start of the rental. In the case of using a debit card, the maximum time for returning the deposit is 15 days after the vehicle has been dropped off.

The amount of the deposit shall be partially or totally kept if the terms of the Agreement are breached, to pay for the penalties or fees attributable to the Client, unless the Client has taken out optional additional coverage.

15) COMPULSORY APPROVED CHILD RESTRAINTS

Customers must notify Goldcar when children under three years of age and adults under 1.5 metres in height will be riding in the vehicle so Goldcar can provide an approved restraint, for a fee, for the weight and height of the person who will use it. Customers are responsible for installing the restraint, which WILL NOT BE ANCHORED to the vehicle.

16) DATA PROTECTION

Additional Information Regarding Data Protection

1. RESPONSIBLE

Who is responsible for processing your personal data?

Company: Goldcar Spain, S.L.U.

Address: *Edif. Goldcar Ctra. N-332 Km.115, 03550 Sant Joan d'Alacant*

E-mail: lopd@goldcar.com

2. PURPOSES

What is the purpose of processing your personal data?

In compliance with what is established by the European Regulation 2016/679 General Protection of Data, as well as any applicable national law, we would like to inform you that in Goldcar, S.L.U. we process the personal data that you provide for the following purposes:

- (i) Managing the contractual relationship involving the vehicle rental.
- (ii) Managing and invoice the vehicle rental.
- (iii) Managing possible incidents including damages incurred during the vehicle rental period.
- (iv) Managing the administrative procedures and communications that could derive from the contractual relationship.
- (v) Keeping you promptly informed, via e-mail or any other equivalent means, of all deals, products, services and promotions, from the company or other third parties, which could interest you, also by e-mail.
- (vi) Developing promotional activities by companies within the transport and touristic sector who collaborate in activities implemented by Goldcar.
- (vii) Managing the registration process of this loyalty program if you would like to be a part of the Goldcar Club.
- (viii) Creating a commercial profile based on the evolution of the commercial activity in relation with the reservations booked. To that effect, we would like to inform you that no automated decisions will be made based on such profile.

3. DATA RETENTION PERIOD

How long will we keep your data?

We would like to inform you that your data will be kept as long as it is needed for the delivery of services or contractual relationship, and as long as you do not request its elimination, as well as the necessary time to comply with the legal obligations that correspond to each type of information.

4. LEGITIMATION

What is the legitimation for the processing of your personal data?

The legitimation basis for the processing of your personal data consists of:

The legal basis that constitutes the processing of your personal data for the processing of (i), (ii), (iii) and (iv) stated in section 2 above is based on the execution of a contract with Goldcar with respect to the other services that you have requested.

Likewise, the legal basis for the processing of your personal data for the processing stated in sections (v), (vi), (vii) and (viii) is based on the express consent that you grant for each purpose during the collection of the personal data that you provide through the vehicle bookings.

5. RECIPIENTS

Who receives your personal data?

Your personal data will be provided to third parties in order to process the payment of the reservations booked (i.e. banking or financing institutions that own the payment methods used, payment gateways).

Additionally, Goldcar can provide your data to insurance companies for the management and processing of damages incurred during the rental period.

We would like to inform you that your data herein can be provided to companies within the Goldcar Group, detailed in the <http://www.goldcar.com> web page for internal administrative purposes.

Also, your data can be proved to public authorities and entities (administrative or judicial) for those instances when the legal regulation establishes so.

Data international transference:

Additionally, we would like to inform you that your data can be transferred to countries outside the European Economic Area,

depending on the location of the rental vehicle (especially Turkey) solely for the purpose of providing the service requested.

In regards to the statement above and in compliance with article 49.1 b) of the General Regulation of Data Protection of the EU 679/2016 in terms of the Personal Data Protection, such international transfer will be needed in order to execute the contract subscribed between you and Goldcar. If the destination country is Turkey, the recipient will be the Goldcar Oto Kiralama Ticaret, AS company.

6. RIGHTS

What are your rights when you provide your personal data to us and how can you exercise them?

You have the right to access your personal data, as well as to request the modification of incorrect data or, if appropriate, request its elimination when the data is not necessary anymore for the purposes they were collected for, among others.

In certain circumstances, you can request the limitation on the processing of your data, in which case we will only keep it for the exercise or claim defense.

In certain circumstances and according to your particular situation, you can oppose to the processing of your data. Goldcar will stop processing the data, except for imperative legitimate reasons, or the exercise or defense of possible claims.

Likewise, you can exercise the right of portability of data, as well as to withdraw the consents granted at any moment, without it affecting the legality of the processing based on the consent before its withdrawal.

If you would like to exercise any of your rights, you can contact us by sending a written communication with attention to the Goldcar Customer Service Department, at the address in Camino del Campet s/n. (Ctra. Valencia N-332, Km 115), 03550, San Juan de Alicante.

The request form to exercise any of your rights must be accompanied by a copy of an official document that identifies you (National Identification Number or accreditation document).

Lastly, we would like to inform you that you can contact the Spanish Data Protection Agency and other competent public entities for any claim derived from processing of your personal data.

7. COOKIE POLICY

What cookies do we use?

In order to know the cookies we use in this web page/mobile app, remember that you can access our Cookie Policy through the following link: [include hyperlink]

8. SOURCE

How did we obtain your data?

We would like to remind you that we can obtain your personal data directly through the social media if you register or start a session with your Facebook, Twitter or Google accounts.

17) CUSTOMER CARE

For further information, or to send comments, claims or complaints, please address: Goldcar, Departamento de Atención al Cliente, Ctra. N-332 Km. 115, 03550 San Juan de Alicante, Tel. (+34) 965 233 442, or go to the "Customer" section of our website: www.goldcar.com.

18) GOVERNING LAW

This agreement is governed by the laws of Spain. Goldcar states their intention of resolving any controversies in a friendly manner. Where this is not possible, any controversies between Goldcar and the customers will be settled in the courts of the place where the vehicle was hired.

19) TRANSLATION.

The translations of these general terms and conditions are for information purposes only and are not legally binding. Only the original copy in Spanish is considered legally valid.

ANNEX I

[ACCESSORIES PRICE LIST BY GROUP AND CRANE RATE](#)

[Online Dispute Resolution](#)

V.1.2017