RENTAL TERMS AND CONDITIONS

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ANNEX 23

1. Particular rental conditions

RENTAL TERMS AND CONDITIONS

Please, read these Particular Rental Conditions together with the General Rental Conditions, because all of them, together with the Special Terms and Conditions, constitute Your Rental Agreement.

1.1 Minimum age required and driving license minimum validity period

To be able to drive the rented vehicle, the minimum age is 21 years old, as such You must have held a valid driver's license for at least 12 months (See clause 19 of the General Rental Conditions).

Drivers under 25 years old and over the age of 21 (Young driver) or those who have had a driving license for less than three years will pay an additional cost depending on the age of the driver, the vehicle category, the date of issue of the driving license, and the duration of the rental agreement, as indicated in the tables below:

MINIMUM AGE REQUIRED FEE

CAR CATEGORIES	PRICE - AGES BETWEEN 21-24
AA/A8/BB/CC/B3/B6	9.95€ per day with a maximum charge of 109€
C6/D/DD/E/R/T6/S3/S6	11.95€ per day with a maximum charge of 131€
Rest of groups	25€ per day with a minimum charge of 75€ and without maximum charge

DRIVING LICENSE MINIMUM PERIOD FEE

CAR CATEGORIES	PRICE - Driving license held between 1 year and 3 years
All groups	5.95€ per day with a maximum charge of 72€

Please, note that Young drivers under 21 years old may not be allowed to drive specific car groups.

1.2 Methods of payment accepted

1. **Accepted** payment methods: Debit card, Credit card VISA or MasterCard. It must include the name of the main driver, as well as the 16-digit card number, expiry date, and security code. Cards must be issued by an authorized bank.
2. **Non accepted** payment methods: Maestro, Prepaid cards, Gift cards, Virtual cards, Diners Club, American Express, Postepay or cash.

The bank card holder must be the holder of the rental agreement. The bank card used must be in the name of the main driver on the rental agreement. You can book several vehicles, but when picking them up at the office, you must indicate a different main driver for each of them. Each driver will be the holder of the agreement corresponding to the vehicle they are going to drive and must comply with these Conditions.

1.3 Picking up the vehicle

When picking up the vehicle, you must present:

– Reservation voucher;

– Passport or national identification document;

– Driver's license;

– Valid credit or debit card, in the name of the holder of the rental agreement, in accordance with paragraph 1.2 above. Please note that Goldcar may request the card used during the online booking process if it is different from the one presented for payment at our counters.

RENTAL TERMS AND CONDITIONS

To collect the vehicle, you must present one credit or debit card in the name of the holder of the rental agreement to ensure the following deposit amounts:

- guarantee of any damages, as explained below;

- fuel;

- Toll Service (which is explained in the General Rental Conditions and detailed in the Particular Rental Terms and Conditions).

The vehicle hire includes compulsory vehicle insurance required by law, which covers personal injury and property damage caused to third parties and to the vehicle's occupants, excluding the driver, within the limits set by law.

In addition to the compulsory vehicle insurance, the hirer is contractually liable for damage caused to the vehicle, its parts or accessories in accordance with the terms set out in these rental conditions, up to the pre-determined maximum amount (the "Excess"). To secure the contractual obligations, You may be required to pay for any damage up to the amount of the excess, which depends on the category of the rented vehicle (see table below). For this reason, at the moment of picking up the vehicle, provisionally, a partial amount of the total excess will be blocked on the credit card - or charged to the debit card - as a deposit, depending on the category of the rented vehicle, as shown below:

CAR GROUPS	EXCESS	DEPOSIT	DEPOSIT* IF RELAX COVER IS TAKEN	DEPOSIT* IF SUPER/MEGA RELAX COVER IS TAKEN
Small - Mini (AA/ A8/ BB, M)	2.300€	950€	300€	0€
Economy (CC/ B3/ B6)	3.000€	1.400€	300€	0€
Compact (D/ E/ F/ R/ M/ C6/ S3/ S6)	3.500€	1.600€	300€	0€
Intermediate (L/T6)	4.000€	1.800€	300€	0€

**The deposit amount refers exclusively to the insurance deposit, not the fuel deposit.*

1.4 What is included in the price

The rate that you pay includes:
a) Compulsory third-party liability vehicle insurance. It covers the damages caused by the vehicle and any injuries suffered by the occupants of the vehicle.
b) Goldcar Basic Cover. It reduces your liability up to the limit of the deductible, for damage caused to the vehicle resulting from collision, theft, accidental fire and acts of vandalism.
c) V.A.T. and local taxes.
d) Unlimited mileage.

1.5 What is not included in the price

The applicable rate does not include:

a) "One Way" charge. The extra charge is applicable to one-way reservations, where pick up and drop off are at different locations.

b) Quick Return System. This service depends on the category of vehicle rented, which can be found on the following website: https://www.goldcar.es/en/SDR/, and may be required whenever necessary.

c) Extra Diesel surcharge. This supplement is applied only if you voluntarily request a vehicle running on diesel fuel. If there are only diesel cars in the group chosen by the Customer, at the pick-up time, this charge will not apply.

d) After Hours Pick-up. There is an additional local charge for all vehicles collected outside office opening hours. This special service will be confirmed only after you inform Goldcar of the flight number, upon request prior to the hire.

e) Premium Location fee. All offices within airport installations are considered a Premium location.

f) Priority Check-in. Preferential collection service. Goldcar allows the possibility of speeding up the process of formalizing the agreement and collecting the vehicle, by purchasing the "Priority Check-in" service. This service allows you to use the “preferential pick-up” counter and be served with priority over the rest of the customers.

g) Express Collection Service. This service allows you to formalize the agreement and to collect the vehicle directly in the parking area of the airport, without going through the open office in the terminal.

h) Toll Service. In accordance with the law, you must adhere to this service, for the purpose of paying toll fees due for the use of road infrastructure, through a device installed in the vehicle. The device and its toll service have an associated cost.

i) “Gold Pass Park”. This service offers our customers a parking Service for €14.90/day throughout the whole rental period. By contracting this service, Goldcar’s customers can park their rental vehicle in any of the car parks managed by Telpark in Spain and Portugal, subject to availability. They may use a space in one or more of these car parks as many times as they need during their rental period, with a maximum of 24 hours per day. This service must be contracted for the entire rental period, contracting for days’ period is not allowed.

j) Any extra fees, supplements and penalties. They are detailed in the Annex **“Supplements and Extras”,** which can be found at the end of the T&Cs.

k) Any additional covers, as described in the following clause.

l) “Last Rent” Charge. This option may be voluntarily contracted by you at the time of the vehicle's pick-up, upon information at the office, when it is the last rental of the vehicle, before being delivered by Goldcar to the manufacturer or to the dealer of the vehicle.

m) The Madeira usage fee is not included in the reservation price and must be paid at the counter, as stipulated by regional legislation, except for the Key’n’Go package.

n) A climate protection contribution of 0.5€/day is charged for each rental, which is used to offset the CO_2 emissions generated by the use of the vehicle. The amount of the contribution is based on the vehicle’s average emission value and the rental period.

All products and services above are subject to an extra surcharge, per agreement, either when booked online or paid at the office.

1.6 Additional Protections

Goldcar offers the following additional protections, which can be purchased at the time of signing the Agreement or when picking up the vehicle, according to Your preference and at additional costs:

a) Relax Cover:

In case You purchase the additional cover Relax, the previously mentioned deductible is reduced to 0.00€ for all damages caused to the vehicle bodywork.

In addition, purchasing the additional cover Relax results in a reduction of the guarantee deposit to €300.00 (three hundred euros). And under this additional Relax cover, the costs associated with the loss of income due to immobilization of the vehicle will not be applied in the event of an accident.

You will also benefit from exemption from the administrative costs of the penalty for damage and/or theft of the vehicle.

This cover also includes basic roadside assistance, which includes only some of the roadside assistance services, the conditions of which can be found in the Annex ‘**Roadside Assistance Service’**.

b) Super Relax Cover:

If You purchase this protection, You do not need to pay the deductible, nor to provide a guarantee deposit. This means that You will not have any amount retained on Your credit card, or temporarily charged to Your debit card. Note however that the purchase of the Super Relax Cover does not eliminate the need to leave other deposits which may be mandatory according to the Particular Rental Conditions, the General Rental Conditions, and the Special Terms and Conditions, including the deposits regarding the Toll Service and fuel.

You will also benefit from exemption from the administrative costs of the penalty for damage and/or theft of the vehicle.

This cover also includes basic roadside assistance, which includes only some of the roadside assistance services, the conditions of which can be found in the Annex '**Roadside Assistance Service'**.

c) Mega Relax Cover:

If you purchase this protection, You do not need to pay any deductible, nor to provide a guarantee deposit. In this way, you will not have any amount retained on Your credit card, or temporarily charged to Your debit card. The Mega Relax Cover can only be purchased if the customer has the Super Relax included and does not eliminate the need to leave other deposits which may be mandatory according to the Particular Rental Conditions, the General Rental Conditions, and the Special Terms and Conditions, including the deposits regarding the Toll Service and fuel.

You will also benefit from exemption from the administrative costs of the penalty for damage and/or theft of the vehicle.

This cover also includes premium roadside assistance, which includes the entirety of roadside assistance services, the conditions of which can be found in the Annex **"Roadside Assistance Service".**

d) Mega Relax Plus Cover:

In the case the customer takes out Mega Relax Plus supplementary cover, they will receive premium roadside assistance together with our comprehensive personal accident insurance. They will also benefit from exemption from the administrative costs of the penalty for damage and/or theft of the vehicle. This service can only be taken out in person at Goldcar stations; it is not available for purchase on the website or through other channels. See the complete information on what is covered in Annex 'Insurance and additional covers**'**.

When you do not purchase an additional protection, the conditions of the Basic Cover remain unchanged.

Please note that, in addition to the amount blocked/charged as deposit, in the event of loss, accident, or damage occurring if the vehicle is used properly, the maximum amount that will be charged to you for any losses or damages shall be the amount of the excess applicable to each vehicle category, as shown in the table above.

If you purchase the Super Relax and Mega Relax additional covers, you will not have to provide a guarantee deposit, and you will not be considered responsible for paying it, in the event of an accident, except in the case of unauthorized use of the vehicle, in accordance with as stipulated in Clause 8 of the General Rental Conditions. If you do not wish to purchase these additional protections, you must pay a deposit equivalent to the value shown in the Particular Rental Conditions.

Some intermediaries offer other cover products that are not commercialized by Goldcar and to which Goldcar is not responsible. Please be aware that in any case, even if you purchase intermediaries' cover products, the rental agreement signed with Goldcar always automatically and necessarily includes compulsory vehicle insurance.

1.7 Vehicle return

The applicable vehicle return system for this reservation shall be the the Quick Return System or the Classic Return System, according to the option selected by the Customer, pursuant to the provisions established in article 7 of the General Rental Conditions.

1.8 Cross Border Protection: coverage and authorized/non-authorized countries

Cross border movements are only permitted to the following list of countries:

- Spain (mainland), Andorra, France and Italy.

If you wish to use the rented vehicle in a country that is not authorized, you must purchase additional insurance from a third-party insurance provider. Goldcar does not offer nor sell this additional insurance.

Vehicles picked up on an island cannot be taken to mainland territory, unless with Goldcar's express authorization.

Likewise, vehicles rented on mainland territory cannot be taken to an island, unless with Goldcar's express authorization.

To drive the vehicle in the countries mentioned, you will have to purchase the "Cross-Border" protection, whose cost is indicated below.

RENTAL TERMS AND CONDITIONS

The purchase of the "Cross-Border" protection expands the services of the roadside assistance included in the additional Super Relax and Mega Relax protections. That is, if you contracted the Super Relax Cover and decide to contract the "Cross-Border" protection, basic 24-hour roadside assistance will be included, both for breakdowns not attributable to You and for accidents, as well as the costs related to the transport to the nearest location to a Goldcar station, as described in Annex – Roadside Assistance Service. And, if you contracted the "Mega Relax Cover" and purchase the "Cross-Border" protection, You will have premium 24-hour roadside assistance included both for breakdowns not attributable to You and for accidents and and other events not covered by the basic Road Assistance services included in your rental rate negligence, in addition to on-site repairs and costs related to the transport to the nearest location to a Goldcar station, as described in Annex – Roadside Assistance Service.

The "Cross-Border" protection will not extend to roadside assistance included in the additional Super Relax and Mega Relax protections when you drive the vehicle in countries, territories or islands not specified in the list above . If you do not purchase the additional Super Relax and/or Mega Relax protections, the services included in roadside assistance shall not apply.

If you drive the vehicle outside the territory of mainland Portugal to the countries specified in the list above, without having previously contracted the Cross Border tariff, Goldcar will charge this cost on the final invoice as "Cross Border Penalty Authorized Country", whose amount is indicated below.
If you drive the vehicle outside the territory of mainland Portugal and/or the countries specified in the list above (i.e. you drive in a territory different from those indicated above), taking into account that Goldcar vehicles have geolocation systems, if we detect that you have left the permitted territory, you will be charged the cost "Cross Border Penalty Non Authorized Countries" (whose amount is indicated below), for breach of contract, being the Rental Agreement automatically terminated and you obliged to immediately return the vehicle to Goldcar, unless otherwise indicated by Goldcar. In these situations, Goldcar reserves the right to take appropriate legal action to immediately recover the vehicle, as well as to charge the costs corresponding to such non-compliance, which are defined in clause 6 "Payments and Methods of Payment" of the General Rental Conditions.

The daily cost will always be applied to the total number of rental days, and it is not possible to apply "Cross-Border" protection to only certain days.

<table>
<tr><th>SEASON</th><th colspan="2">PRICE</th></tr>
<tr><th>LOW</th><th>CROSS BORDER</th><th>CROSS BORDER PENALTY</th></tr>
<tr><td>Jan 1st - Mar 29th,
Nov 2nd - Nov 29th</td><td rowspan="2">12€/day
Max: 156€/rental</td><td rowspan="2">Authorized Countries:
15€/day
Max: 195€/rental
Non-Authorized Countries:
300€/rental</td></tr>
<tr><th>HIGH</th></tr>
<tr><td>Mar 30th - Jun 28th
Sep 14th - Nov 1st
Nov 30th - Dec 17th</td><td rowspan="2">13,20€/day
Max: 171,60€/rental</td><td rowspan="2">Authorized Countries:
16,50€/day
Max: 214,50€/rental
Non-Authorized Countries:
300€/rental</td></tr>
<tr><th>SUPER HIGH</th></tr>
<tr><td>Jun 29th - Sept 13th
Dec 18th - Jan 1st 2027</td></tr>
</table>

You or any authorized driver may not drive the vehicle outside the territory of mainland Portugal and/or the countries specified above, unless they obtain the prior written consent of Goldcar.

You must also ensure, when collecting the vehicle, that it has the correct equipment to comply with the local traffic regulations of the country where You or authorized driver will be driving.

If You do not comply with the terms indicated above, Goldcar reserves the right to take appropriate legal action to immediately recover the vehicle, and/or apply, as the case may be, the costs set out in Clause 6 "Payments and Methods of Payment" of the General Rental Conditions.

1.9. Important Information

a) If you do not return the vehicle at the place indicated in the Special Terms and Conditions more than 59 minutes over the stated end time of the rental agreement, Goldcar will consider the agreement terminated.

b) Goldcar shall compensate you for late delivery, should more than 59 minutes elapse after the beginning of the rental agreement.

c) Please note that the reservation confirmation does not refer to a specific vehicle (brand, model, color, accessories, etc.) but rather to a group of vehicles with similar technical and design characteristics. For that reason, should a model of the selected group not be available, one of a higher category will be delivered.

d) If the vehicle receives a fine during the rental period, you will be responsible for full payment of the fine as well as for the traffic fine management fee applied by Goldcar.

e) If your flight is diverted to another airport and you pick up the vehicle from a different office than the one originally booked, you will be charged an extra fee.

f) If you return the vehicle without the papers which the vehicle was picked up with, after duly checking the vehicle, an extra fee will be charged.

g) Goldcar reserves the right to refuse the rental agreement in case of doubts about your financial capacity, previous situations of default, serious incidents with Goldcar, or inappropriate or abusive conduct towards any Goldcar employee or customer.

h) If you do not purchase any additional cover offered by Goldcar at one of our offices and the vehicle is involved in an accident during the rental period, you will have to pay an Accidents Administration Fee (in addition to the damages associated with the accident, if applicable).

1.10. Cancellation conditions for prepaid bookings made via the Goldcar website:

1. Cancellation is free of charge up to 48 hours before the pick-up time, unless you contracted a non-refundable rate. If you cancel later than this, a cancellation fee will be charged. 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 rented vehicle or after it. Therefore, Goldcar shall not give refunds for prepaid amounts if you do not go to the office to pick up the vehicle.

2. To obtain the refund of the prepaid amount, you 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, you 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 (including any taxes, fees or other charges) shall be kept by Goldcar.

Failure to show up at the counter to collect the vehicle after 6 (six) hours from the initial time indicated in the reservation, whether made on the Goldcar website or through an intermediary, shall result in the cancellation of the reservation and in the corresponding consequences.

2. General Rental Conditions

Your driverless vehicle rental agreement ("Agreement") is governed and implies Your acceptance of these General Rental Conditions, the Particular Conditions (identified above), including the respective annexes, as well as of the Special Terms and Conditions, that You sign during the pick up of the vehicle, which, together, form the Car Rental Agreement.

If you have made a prior reservation of the vehicle through Goldcar digital channels, these General Rental Conditions, together with the Particular Conditions, will be sent by Goldcar to Your email, at the time of reservation. If you rent the vehicle at a Goldcar office, without prior reservation, the documents indicated will be presented at that time. Please note that the General Rental Conditions, the Particular Conditions and the Special Terms and Conditions form and are an integral part of the Rental Agreement.

RENTAL TERMS AND CONDITIONS

1.- OBJECT OF THE AGREEMENT

EMobG Services Portugal, Unipessoal, Lda., which operates under the "Goldcar" brand, with headquarters in Rua dos Malhões, nº 2 Piso 3 – Direito, Edifício Q55 - D. Diniz, Quinta da Fonte, 2770-071 Paço de Arcos, Portugal (hereinafter, "Goldcar" or "we") rents to the Customer ("Customer", "You"), identified in the Special Terms and Conditions, the vehicle specified in the same and in the indicated state of conservation ("vehicle"), upon payment of the total rental price, calculated in accordance with the terms defined in Clauses 6 and 27.

With the signing of the Agreement, you take possession of the vehicle, which he accepts in the condition in which it is, with all its documents, tires, tools and accessories, committing to take care of them and drive the vehicle in accordance with the Highway Code and in accordance with the provisions established in these General Rental Conditions.

2.- RENTAL PERIOD

The rental begins and ends on the date, time and place designated in the Special Terms and Conditions for pickup and return of the vehicle, respectively.

The rental dates are computed in 24-hour periods, counted from the exact time envisaged in the Special Conditions. The vehicle must be returned in the date and time also mentioned in the Special Terms and Conditions, with a courtesy period for returning the vehicle of 59 minutes, after which Goldcar will consider the Agreement to be terminated, notifying you of the breach and giving You 24 hours to return the vehicle. After this period, if you have yet to return the vehicle or contact Goldcar, Goldcar will consider that the vehicle has been misappropriated, making the necessary communications and informing the competent authorities, reserving the right to take appropriate legal action, in addition to charge the costs defined in these General Rental Conditions. Likewise, the protections and other additional services contracted during the rental will cease to take effect from the moment Goldcar notifies you of breach of contract.

At this time, one of the following situations will apply, depending on whether you return the vehicle on a specific date or whether Goldcar must recover it:

i.If Goldcar contacts you and you set a specific date for returning the vehicle and comply with it, returning the vehicle on said date, Goldcar will charge the rental value corresponding to the additional days for the delay in return, in addition to an additional amount as compensation for the economic damages caused, in the amount of €40.00 for each day of delay. Likewise, you will be responsible for transfer/crane costs, tolls and storage - when applicable -, to the location agreed in the Special Terms and Conditions for its return;

ii.If You do not respond to the communications sent by Goldcar to return the vehicle, Goldcar will charge the costs of managing complaints, in the amount of €36.90 for each of the actions that Goldcar takes before the competent authority to present and/or withdraw the complaint of misappropriation. If you return the vehicle after Goldcar has submitted the complaint, you will be charged €36.90 for submitting the complaint and €36.90 for withdrawing;

iii.If You do not return the vehicle and/or do not respond to Goldcar's communication, and Goldcar recovers the vehicle directly, You will be charged, in addition to the aforementioned complaint management costs, a Vehicle Recovery cost, in the amount of €369.00.

In any case, Goldcar will have the right to claim all damages and losses suffered as a result of the late return or non-return of the vehicle, including, if applicable, the value of the vehicle, as well as all fines, tolls, fines or sanctions that fall on the rented vehicle as a result of demands made by public entities for the purposes of identifying the offender or to clarify other circumstances relating to possible infractions or crimes.

If, for reasons not attributable to you, Goldcar delays the pick-up of the vehicle for a period longer than 59 minutes after the period set out in the Special Terms and Conditions, you will be compensated in the amount of €40.00.

The Agreement may not extend for a longer period than 28 days (except for products that specifically mention it, such as "Smart+15").

Before picking up the vehicle, a joint inspection of the same will be carried out by you and Goldcar, after which an inspection report will be prepared, which forms an integral part of this Agreement, describing the state of conservation of the vehicle and indicating the possible defects and/or apparent damages, which must be validated by both parties through their respective signatures.

RENTAL TERMS AND CONDITIONS

3.- EXTENSIONS OF THE AGREEMENT

You must return the vehicle on the date and time stipulated in the Special Terms and Conditions and in accordance with the previous clause. If you wish to extend the rental period, you must previously go to the nearest Goldcar station to proceed with the extension, which will be subject to our approval. No contract may be extended via telephone, nor by any other means of electronic communication.

The extension of the Agreement may imply the provision of an additional deposit. In the event that the Agreement cannot be extended because no vehicles are available or for any other reason, you must return the vehicle on the date, time and Goldcar office stipulated in the Special Terms and Conditions. Depending on the terms and conditions of the initial agreement, a new agreement may need to be signed when the extension of the rental period is requested.

Goldcar reserves the right to take the necessary legal actions if the vehicle is not returned within the period and location determined in the Special Terms and Conditions, making you responsible for the costs incurred if the vehicle is not immediately returned. In these cases, protections and other additional services will cease to produce effects.

4.- VEHICLE RETURN CONDITIONS

You must return the vehicle in the day, place and time stipulated in the Special Terms and Conditions, together with all its documents, accessories, and in the in the conditions of use and cleanliness in which it was delivered to the Customer.

Returning the vehicle outside the date, time and place stipulated in the Special Terms and Conditions will imply additional costs, in accordance with the current price list available. Failing to return the vehicle in the period referred to in Clause 2 shall entail Goldcar to consider that the vehicle has been misappropriated, making the necessary communications and reserving the right to take appropriate legal action and inform the competent authorities, in addition to charge the costs defined in Clause 2, depending on whether You return the vehicle on a specific date or whether Goldcar must recover it. Likewise, the protections and other additional services contracted during the rental will cease to take effect from the moment Goldcar notifies you of breach of contract.

The unilateral extension by you of the term of the Agreement is considered as an unauthorized use of the vehicle, for the purposes of your responsibility for any damage that the vehicle presents.

In case of early return of the vehicle, Goldcar will not be obliged to return the remaining rental price amount to you.

Goldcar is not responsible towards you or any passenger for the loss of or damage to objects left in the vehicle, either during the rental period or afterwards.

It is expressly forbidden to change the vehicle's technical specifications, keys, equipment, tools and/or accessories, or to make changes to its external or interior appearance. In case of breach of this clause, you must pay for the expense of returning the vehicle to its pre-rental condition, without detriment to damages and losses caused to Goldcar for the repair of the vehicle, the time it is immobilized and, also, any other damages caused to Goldcar.

When returning the vehicle, You and Goldcar jointly carry out an inspection to check the existence of any new defects and/or apparent damages which, if present, are marked in the Check-In document, which is validated by both parties through their respective signatures, except in cases where the vehicle is returned after hours.

If You refuse to sign the vehicle return inspection report, referred to in the previous paragraph, You are not exempted from responsibility for damages caused during the rental period.

4.1 Use of applications and multimedia features available in the vehicle

Upon the renting of a vehicle, Goldcar may collect and process personal data concerning you and any Authorized Driver(s) (see Clause 23 below).

Some vehicles may offer multimedia applications and/or functions, accessible from the vehicle's dashboard (e.g. diary, video and audio streaming applications, entertainment, messaging, etc.) and may also allow You to download his own applications and/or content.

RENTAL TERMS AND CONDITIONS

When you opt to use these applications or functions, you may also determine what information you want to share via them. Furthermore, you are responsible for resetting them before returning the vehicle to Goldcar. In light of this, you must, before returning the Vehicle:

– disconnect Your accounts from the multimedia applications and features offered in the vehicle;

– end the sessions on these applications and other features offered in the vehicle;

– delete and purge all personal data that You inserted from these applications and functionalities, including the dashboard.

Goldcar will not be liable if you fail to do this and cannot be held responsible for any subsequent use of your accounts and/or access to your data by third parties via these applications or features during a subsequent rental of the vehicle.

More information on the conditions under which multimedia applications and functionalities can be reset and the deleted data can be found in the vehicle manual available from the dashboard or the manufacturer's website. Goldcar strongly advises you not to use these applications and/or functionalities if you is unable to delete all the information that You have inserted.

5. DAMAGE MANAGEMENT POLICY

Goldcar has implemented a transparent damage management policy to explain how Goldcar handles the situations where damages were caused to the vehicle during the rental period, namely with regard to invoicing and charging the Customer.

Goldcar and the Customer must, during pick-up of the vehicle, jointly carry out an inspection in order to determine the condition of the vehicle at that time, and any existing damage must be recorded.

The Customer accepts the vehicle in the condition that it is in after this inspection.

5.1 Damages identified in the presence of the Customer during the return of the vehicle

After the return of the vehicle, it will be inspected by both Goldcar and the Customer, in order to assess the existence of damages that did not appear in the vehicle during pick-up.

If damage is identified after the return of the vehicle at the time of the inspection, in the presence of the Customer and in the presence of our staff, such damage will be mentioned in the Declaration of Return of the Vehicle, which must be signed by the Customer. Goldcar will subsequently issue an invoice to the Customer that will include the costs of the repair and immobilization of the vehicle, together with an administrative charge for the management of such damages – Accident Processing Charge (DAF).

Repair costs will vary depending on the type and level of damage as well as the group of the rented vehicle. As set out in the Annexes of our Terms and Conditions, there are three different levels of damages, each described in the Annex "**Standard Vehicle Return"**. These damages have associated costs depending on the level of damage with which they correspond and the group of the rented vehicle. These costs are defined in the Annex **"Damages and accessories price list by car group"**.

If the customer refutes the Damages and their invoicing by refusing to sign the Declaration of Return of the Vehicle, Goldcar will apply the procedure described below.

5.2. Damages identified in the case of return After hours or without the Customer's presence

If the Customer is not present during the inspection of the vehicle by Goldcar's staff, Goldcar will issue a report – Declaration of Return of the Vehicle -, indicating the existence or non-existence of damages to the vehicle, which will be sent to the Customer.

If the vehicle is not returned in the same conditions in which it was picked up, the declaration will include a description of all the damages identified, images of the damages, and an estimation of the repair costs (that will vary depending on the level of damage identified), together with the administrative costs for the management of the damages [Accident Processing Charge (DAF)] and the corresponding fee of immobilization of the vehicle. In these cases, the Customer may have to bear the damage costs up to the amount of the excess, depending on the type of coverage purchased, under the following terms:

a) Goldcar will provide a reasonable estimate of the cost of the repair and will seek to obtain the Customer's express consent to process the transaction.

b) If the Customer believes he is not responsible or does not agree with the amounts presented, he can dispute these facts with Goldcar, attaching for this purpose any evidence he deems relevant and sending it to the following address within 14 days: csdamages@goldcar.com.

c) The amount provided as a deposit will be retained on the payment card used for payment until a decision is made regarding the Customer's responsibility by the competent authorities.

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In the absence of a reply by the Customer or in the event that he does not takes responsibility for the damages within the aforementioned 14-day period, Goldcar reserves the right to invoice the Customer for the identified repair costs.

6.- PAYMENTS AND METHODS OF PAYMENT

6.1 Payments

For the rental of the vehicle, You undertake to pay to Goldcar the total price resulting from the applicable daily rate and the additional services contracted, as detailed in the Special Terms and Conditions, in addition to fees and other amounts for which the obligation to pay and correspondent calculation occur at the end of the Agreement, including, if applicable, the amounts listed in Clause 27.

6.2 Payments regarding inadequate use of the vehicle during the rental period by the customer

In addition to the amounts listed in Clause 27, Goldcar may also charge the Customer for services or costs arising from inadequate use of the vehicle during the rental period, in accordance with the procedure set out in clause 5, including:

a) Charge for 'special cleaning' for the costs incurred from an additional valeting service arising from the clearly inadequate state of dirt of the vehicle at the time of its return, beyond that resulting from normal use thereof.

b) 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 You and which resulted in the immobilization of the vehicle.

c) Tow-truck costs in the cases set out in these General Rental Conditions.

d) Any costs arising from the loss, theft, deterioration or damage of any part of the vehicle, or of the whole vehicle, as well as any problems arising from using the wrong kind of fuel.

e) Any tolls, fines, sanctions, and respective court and administrative costs caused by infringement of highway regulations, or of any law or regulation (including those envisaged in the Highway Code) incurred by you during the rental period and that have been borne by Goldcar.

f) Notwithstanding the foregoing, Goldcar reserves the right to charge you for the administrative costs it incurred for processing and sending notice of the abovementioned sanctions to the competent authorities.

g) The cost of repairs of the 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 DAAA - Amicable Accident Report or the 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 results from your miscalculation in relation to its height.

h) The costs of the 'Accidents Administration Fee'.

i) Goldcar reserves the right to charge you a compensation for loss-of-income owing to immobilization of the damaged vehicle. Such compensation is calculated based on the number of days required to repair the vehicle, established by an independent party 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 in which the vehicle is immobilized count as days in which the vehicle was not returned on the convened date, and thus the associated fee will also apply.

j) Administrative expenses for management of the complaint and recovery of the vehicle, in accordance with the provisions of clause 2 "Rental Period", in cases of delay and/or incidents when returning the vehicle;

k) The amounts for the "Cross Border Penalty Authorized Countries" and the "Cross Border Penalty Non Authorized Countries".

l) Expenses arising from the loss, deterioration or damage of the compulsory approved child restraint device (the device itself or its cover, and the loss, misplacement or non-return thereof), wheels, tires (including punctures and bursts), tools, windows, mirrors, accessories, interior of the vehicle, as well as problems resulting from an error in the type of fuel used to refuel the vehicle.

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The aforementioned amounts shall be charged by Goldcar directly to you using the same payment method used to hire the vehicle, upon conclusion of the procedure foreseen in Clause 5. In all cases, Goldcar will inform you of the charge that was made and the reasons for it, providing all the information possible.

6.3 Payment Method

The credit or debit card with which the reservation is made must be shown by the Customer when they pick up the vehicle. Two credit cards must be presented for the rental of premium vehicles in categories F6, G1, G3, G5, G6, H6, J1, J3, K3, T6, U3, U5 and Y3 00. The Customer must ensure that they have a sufficient balance in their bank account to cover the requested deposit, the specific amount of which is specified in the Particular Rental Conditions, and all additional expenses listed.

The payment to rent the vehicle and any possible additional costs shall be made in Euros.

The payment of the rental and the provision of the deposit cannot be made by bank transfer.

6.4 Deposit

In addition to the rental price, the Customer must provide a deposit to Goldcar, and must present a credit or debit card in their name with sufficient funds to guarantee the deposit amount and any additional costs that may result from the rental. The amount of the deposit is specified in the Particular Rental Conditions, as well as in the confirmation email the Customer received after booking, if you booked the vehicle via remote means of communication (website, mobile application or telephone). The purchase of additional protection for the vehicle, provided for in Clause 8, may waive the need for a deposit.

The deposit will be released from the credit card or returned to the Customer's debit card after the vehicle has been returned and after Goldcar has proven that the vehicle is in good condition and that there are no other amounts to be charged.

The deposit will be partially or totally retained in case of non-compliance with the Agreement, to cover the amounts attributable to the Customer, up to the limit of the excess indicated in the Particular Rental Conditions, except in cases where the latter has purchased an optional protection whose conditions do not imply the provision of the deposit.

7. VEHICLE RETURN SYSTEMS AND FUEL POLICY

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 refueling service 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:

7.1. Fuel Vehicles

a) Quick Return System (SDR)

The Customer pays a deposit for a full tank and can return the vehicle regardless of the fuel level and without the need for any additional payment. At the end of the rental period, only the used fuel is effectively charged to the Customer. The Rapid Return System entails the provision of a fast and agile service for vehicle rental: the rented 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, alongside the Quick Return System, the Customer may opt for the ‘after hours return service’, in accordance with Clause 15. The availability of this service is restricted to the Offices that offer this option.

The cost of this System will depend on the vehicle model hired, its fuel capacity, the price of fuel at the time the vehicle is collected and any service costs incurred (‘CustosFlex’), by the following formula:

SDR = Vehicle model (in litres) x Price (€/litre) + ‘CustosFlex’

Where:

i. Vehicle model (in litres): the capacity in litres of the fuel tank of the model of the vehicle rented by the Customer.
ii. Price (€/litre): the unit price of fuel, which is in line with the acquisition price of those fuel.
iii. ‘CustosFlex’: these correspond to any necessary costs for the services and benefits offered with this system. The price is associated with the specific vehicle model and can be consulted on www.goldcar.es/SDR

b) Classic Return System (SDC)

The Customer must return the vehicle to Goldcar with the same fuel level as it had when picked up. In case of non-compliance, Goldcar will charge the refueling fee and the missing fuel, calculated in accordance with the maximum price per liter in force on the date of return, in accordance with Clause 27.

This system does not include the package of rapid customer support services provided in the foregoing system. It is also necessary to follow vehicle check-in procedures for verifying the fuel level.

Similarly, upon the pick-up of the vehicle, 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 system.

Should the Customer fail to return the car with the same fuel level as it had when picked up, the cost of the amount of fuel needed by Goldcar to top up the tank will be deducted from the deposit, plus the value of €50.00 (fifty euros) for the vehicle refueling service. Where the deposit is less than the amount owed, the Customer agrees that the difference should be charged to their credit or debit card.

7.2. Electric vehicles

Goldcar will ensure the vehicle has a minimum battery level of 80% at pick-up. Regarding the return of the vehicle, Goldcar offers two systems:

The Full-Full system is the default system for all rentals: You must return the vehicle with a minimum battery level of 80%. If you return the vehicle with a battery level less than 80%, a recharging fee will be deducted from your deposit. When you pick up the vehicle, it is your responsibility to check that the battery level indicated on the departure inspection is accurate. Any discrepancies must be reported to the Goldcar agent prior to departure. Returns below this level incur a 60.00€ fee for failure to return the vehicle with the minimum battery level.

The Smart Return system allows you to return the vehicle without a minimum battery level of 80%. You will not be charged any recharging fees. This service can be purchased before the pick up for 35.00€/rental.

You must charge the vehicle using the cable supplied by Goldcar. If you use an unsuitable cable, you will be charged for any damage caused to the vehicle.

Any use of public charging stations must comply with their terms and conditions.

8.- INSURANCE AND COVERAGES

8.1 Compulsory insurance, Goldcar Basic Cover

Rental rates include compulsory third party liability vehicle insurance, which ensures the payment of compensation for bodily and material damage caused only to third parties and people transported.

You are liable for paying the damages to the vehicle and/or equipment or devices installed therein that are attributable to you, up to the limit of the excess indicated in the Particular Conditions, without prejudice to Your full responsibility for damages caused by willful intent, or by any other circumstances that are not covered by the Motor Third Party Liability insurance of Goldcar.

The Agreement automatically includes Damage Protection (Goldcar Basic Cover), which limits your liability up to the limit of the amount of the excess indicated in the Particular Conditions, for damages caused to the vehicle resulting from collision, theft, accidental fire and acts of vandalism.

8.2 Additional Protection

In order to reduce the excess, the Customer may purchase the following additional protection services, valid during the period of the Agreement, which can be contracted at the time of picking up the vehicle or at the time of booking. Only the Customer and/or drivers authorized by Goldcar can benefit from these optional protections. When you do not purchase any additional protection, the terms of the Basic Protection remain unchanged.

a) Relax Cover:

Optional service provided by Goldcar that eliminates the excess for bodywork damage and reduces the guarantee deposit to €300.00 (three hundred euros). This cover also includes basic roadside assistance, which includes only some of the roadside assistance services, the conditions of which can be found in the Annex “Roadside Assistance Services Fee Application Procedure”.

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Likewise, when subscribing to Relax cover, the costs associated with the vehicle's immobilization, in the event of an accident, will not be applied.

You will also benefit from exemption from the administrative costs of the penalty for damage and/or theft of the vehicle.

b) Super Relax Cover:

Optional service provided by Goldcar that completely eliminates the excess and the need for a deposit. Therefore, the Customer will not have any amount retained on their bank card. The purchase of the Super Relax Cover does not eliminate the need to leave other deposits which may be mandatory according to the Particular Rental Conditions, the General Rental Conditions, and the Special Terms and Conditions, including the deposits regarding the Toll Service and fuel.

You will also benefit from exemption from the administrative costs of the penalty for damage and/or theft of the vehicle.

This cover also includes basic roadside assistance, which includes only some of the roadside assistance services, the conditions of which can be found in the Annex "Roadside Assistance Service".

c) Mega Relax Cover:

If You purchase this protection, You do not need to pay any excess, nor to provide a guarantee deposit. Therefore You will not have any amount retained on Your credit card, or temporarily charged to Your debit card. The Mega Relax Cover can only be purchased if the customer has the Super Relax included and does not eliminate the need to leave other deposits which may be mandatory according to the Particular Rental Conditions, the General Rental Conditions, and the Special Terms and Conditions, including the deposits regarding the Toll Service and fuel.

You will also benefit from exemption from the administrative costs of the penalty for damage and/or theft of the vehicle.

This cover also includes premium roadside assistance, which includes all of the roadside assistance services, the conditions of which can be found in the Annex "Roadside Assistance Service".

d) Mega Relax Plus Cover:

In the case the customer takes out Mega Relax Plus supplementary cover, they will receive premium roadside assistance together with our comprehensive personal accident insurance. They will also benefit from exemption from the administrative costs of the penalty for damage and/or theft of the vehicle. This service can only be taken out in person at Goldcar offices; it is not available for purchase on the website or through other channels.

See the complete information on what is covered in Annex **'Insurance and additional covers'**.

9. OBLIGATIONS OF GOLDCAR

Goldcar must:
a) Inform the Customer in advance of the charging of the guarantee deposit for damage to the vehicle and proof of the same;
b) Ensure the provision of a free assistance service to the Customer, available 24 hours a day, to report anomalous situations that occur during the execution of this Agreement;
c) Ensure the provision of equivalent service or the availability of a superior vehicle in the event of unavailability of the previously contracted or reserved vehicle, or of breakdown, at no additional cost to the Customer.

10. OBLIGATIONS OF THE CUSTOMER

The Customer must:
a) Pay, as soon as requested by Goldcar, all amounts arising from the signing of this Agreement;
b) Ensure that the vehicle is properly closed when not in use;
c) Ensure that the vehicle is supplied with adequate fuel;
d) Do not smoke inside the vehicle;
e) Contact Goldcar in the event of a vehicle breakdown and obtain its prior agreement for repairs;
f) Reset all applications and multimedia features accessible in the vehicle, in accordance with clause 4.1.

The Customer undertakes not to use or allow the use of the vehicle:

a) To transport passengers or goods in violation of the law;
b) For sporting events or training, whether official or not;

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c) By any person under the influence of alcohol, drugs or any other substance that, directly or indirectly, reduces their perception and ability to react;
d) By drivers not identified in the Special Terms and Conditions of this Agreement;
e) Outside the national territory, without express authorization from Goldcar for this purpose;
f) In any of the situations provided for in Clause 18.

11. ACCIDENTS AND CHANGES TO THE CONDITION OF THE VEHICLE

In the event of an accident or change to the condition of the vehicle, the Customer undertakes to adopt the following procedures:

a) Inform Goldcar and request the presence of police authorities in any and all accidents, theft, robbery, fire, damage caused by animals or any other accidents, within a maximum period of 48 hours, except in duly justified cases of force majeure;
b) Obtain the names and addresses of the people involved in the road accident and any witnesses, except in duly justified cases of force majeure;
c) Do not abandon the vehicle without taking appropriate measures to protect and safeguard it, except in duly justified cases of force majeure;
d) To send Goldcar a filled accident report form (Amicable Accident Report – DAAA), with the information he has regarding the occurrence, including the report elaborated by the police authorities, 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 documents must be signed by the 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.

The protections described in Clause 8 do not take effect in the event of an accident due to:

a) Excessive speed;
b) Driving under the influence of alcohol or narcotic products;
c) Improper use of the vehicle, particularly in places and for purposes other than those for which it was intended, such as driving on unpaved roads and paths, forestry paths, mountainous terrain and beaches;
d) Use in sports events or training, whether official or not;
e) Transport of goods above the limit set out in the technical specifications and/or in the Single Automobile Document.

Failure to comply with this clause or the items set out in the second paragraph of Clause 10 renders the Customer responsible for all expenses incurred in repairing the vehicle and compensation corresponding to the period of its immobilization.

12. MILEAGE LIMIT

The customer will have unlimited mileage for all rental periods and at all car rental agencies.

13. ONE-WAY RENTALS

Subject to the availability of Goldcar rental stations, the Customer can return the vehicle to a station other than the one from which it was picked up.

If this method of return is chosen when concluding the rental agreement, the corresponding amount will already be included in the rental price, as specified in the Special Terms and Conditions. In any case, please see Annex **"One ways fees".**

If the Customer chooses, after the conclusion of the Agreement, to return the vehicle to a station other than the one where he picked it up, he must confirm the availability of the station directly with Goldcar prior to the return, and will be charged an additional fee at the time of return, as provided in the Annex **"One ways fees"**.

Returning the vehicle to a location other than that referred to in the Special Terms and Conditions, without confirmation from Goldcar in accordance with the previous paragraph, will result in a cumulative charge of the following amounts:

a) rental amount corresponding to the days necessary to recover the vehicle and make it available to Goldcar, until it can be rented again;
b) compensation for economic losses caused by the immobilization of the vehicle;
c) the costs of travel, towing, repatriation, tolls and storage of the vehicle - when applicable -, to the place agreed in the Special Terms and Conditions for its return, as set out in Annex.

Goldcar reserves the right to take the necessary legal action in any case of disappearance or non-return of the vehicle.

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14. AUTHORIZED DRIVERS

Only the driver identified in the rental Agreement, or drivers duly authorized by Goldcar, may drive the vehicle.

For each additional driver of the vehicle, an additional amount must be paid, as described in Clause 27 of the General Conditions and in the Special Terms and Conditions.

If the vehicle is driven by a driver not identified in the Agreement and duly authorized to do so by Goldcar, You will be responsible for any damage caused to the vehicle by said driver.

15. AFTER HOURS RETURN

By agreement between Goldcar and the Customer, the vehicle may be returned outside the normal opening hours of the rental station.

If the Customer opts for this method of returning the vehicle, their responsibility for the vehicle (as well as any additional equipment contracted) remains until the station opens or until Goldcar inspects the vehicle, depending on the first moment in time to occur. Therefore, the Agreement will not automatically end when the keys are handed over and the vehicle is parked in the designated parking space, but only after the vehicle has been inspected by Goldcar.

If the Customer chooses this method of returning the vehicle, it is mandatory to:

a) Leave any additional equipment in the trunk of the vehicle;

b) Leave the vehicle parked safely in the location indicated by Goldcar, or, if this is not possible, in the location closest to the return station, so that it does not constitute a danger to others or impede traffic;

c) Leave the vehicle key in Goldcar's mailboxes and inform us of the exact location of the vehicle.

Goldcar recommends that the Customer takes photographs of the vehicle to prove that it has been returned to the indicated location, before handing over the keys to the “Drop Box” key box (at stations where this service is available).

Once the inspection has been carried out and in the absence of damage, Goldcar will send the Vehicle Return Declaration to the Customer.

16. TOLL SERVICE

The Customer automatically adheres to the toll payment service (Via Verde), in accordance with current legislation, which, through the use of an identifier owned or rented by Goldcar, determines the value of the toll fees due for the use of electronic toll services available on road infrastructures (motorways and bridges) duly equipped for this purpose, allowing Goldcar to collect them.

The Customer is responsible for paying in full the amount corresponding to his use of road infrastructure during the term of this Agreement, as well as the amount owed to Goldcar for the use of the device and administrative costs incurred with the service.

For payment purposes, the Customer must provide a valid bank card and leave a deposit of €150.00 (one hundred fifty euros), thereby ensuring the existence of a sufficient balance in the corresponding bank account to cover payments due for debts that may occur subsequent to the detection of use of the road infrastructures mentioned in the previous paragraph, including debts that may occur after the end of the Agreement, provided that the use of road infrastructure that gave rise to such debts occurred during its term. This deposit is intended only to secure the payments for use of the road infrastructures abovementioned and is independent from the other deposits referred to in the Particular Rental Conditions, the General Rental Conditions, and the Special Terms and Conditions.

If the Customer does not use any road infrastructures equipped with electronic tolls (including SCUT) during the term of the Agreement, the value of the toll service referred to in the first paragraph shall be refunded at the end of the Agreement.

Goldcar will invoice the Customer and debit the bank card for the total amount of tolls actually due, together with the respective administrative costs, in accordance with the law. Said debits will be made as soon as Goldcar is notified of all applicable amounts and fees by the Toll Collection Entities, at which point, for all purposes, the Agreement is considered to have been fully complied with. The claim that the Customer paid the tolls due in another way, namely, at the location or at authorized points, does not exempt the Customer from paying them to Goldcar, which will debit the amounts due from the corresponding bank card.

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The Toll Service is mandatory, under the terms of the law, and its non-acceptance shall mean that the Agreement and the rental of the vehicle may not go forward. If the Customer refuses or prevents Goldcar, in any way, from debiting payment of toll fees or other associated costs, he will be considered to have failed to comply with his obligations arising from the Agreement, incurring contractual liability.

17. PREMIUM LOCATION FEE

The Premium Location Fee is applied to all offices located within airport facilities in Portugal. An extra charge - stipulated below and which is already included in the final rental price - is applied to the basic rate and all extras booked both on the website and at the counter derived from the contractual rental relationship. This fee is not applied to any other additional charge:

a) charges that may arise for any breach of the rental agreement;

b) charge for loss of documentation and keys;

c) charges for special cleaning of the vehicle;

d) damage administration fee;

e) costs of tolls, fines, sanctions, and related court and administrative costs;

f) vehicle refueling service fee for non-compliance with the Classic Return System rate;

g) penalties for unauthorized cross-border driving;

h) damage to the vehicle or accessories and lack of accessories;

i) any administrative expenses or charges;

j) the subsequent collection of the costs of the electronic tolls corresponding to the effective use of road infrastructure;

k) penalties regarding non-authorized uses of the One-Way Fee.

The percentage applied depends on the airport where each Goldcar office is located, as displayed below:

- Oporto, Lisbon and Faro Airports, Madeira Airport (Funchal), Lajes Airport (Terceira Island): 15%;
- Ponta Delgada: not applicable.

18. NON-AUTHORISED USE

Unauthorized use by the Customer will be considered a contractual breach, automatically terminating the Rental Agreement unless otherwise stated by Goldcar. In this situation, the Customer must immediately return the vehicle to the location indicated, under penalty of it being removed, in accordance with the law, at Your expense, and Goldcar shall be entitled to request compensation for damages and losses and to exercise the appropriate legal actions for the immediate recovery of the vehicle.

It is the Customers' duty to use the vehicle with due diligence, in line with its characteristics, and to obey the current Highway Code and remaining legislation, avoiding any situation that might cause damage to the vehicle or to third parties.

Likewise, it is the Customer's duty not to allow anyone other than those authorised under this Agreement to drive the vehicle. The Customer is liable for any damage or loss 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.

The Customer is fully liable for damage to the exterior and interior of the vehicle due to non-authorized use and must pay any expenses incurred as a result of misuse.

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

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a) Pushing or towing another vehicle.
b) Driving in areas not suitable for automobile circulation or in which this is not authorized, such as beaches, racetracks, forestry roads, private roads, back roads, dirt roads, gravel roads or roads that are not suitable for automobile circulation.
c) Driving on unpaved roads or very poorly paved roads that could cause damage to the underside of the vehicle.
d) Driving the vehicle in restricted areas, such as airport roads and other roads for aeronautical and/or military use.
e) Transport the vehicle on board of any type of boat, ship, train, lorry or aeroplane unless express written authorization has been given by Goldcar.
f) Negligent behavior regarding the information transmitted on the instrument panel or when the vehicle's indicators show an alert.
g) Transport of goods or animals and substances that are hazardous, inflammable and/or poisonous for the vehicle and its occupants.
h) The transport of individuals or goods for which the Customer receives a direct or indirect payment.
i) Sublease, mortgage, pledge, sale or any type of guarantee, in relation to the vehicle as a whole or any of its components, keys, documents, tools, or any of its accessories.
j) Using the vehicle for unlawful activities.
k) Transporting a number of passengers and amount of luggage not authorized for the vehicle.
l) Manipulation of the odometer. The Customer must report any malfunction of the odometer to Goldcar immediately.
m) Transport of luggage or any other item on the vehicle's roof, even when an adequate luggage rack is used for the purpose.
n) Dirtying the inside of the vehicle beyond what would be expected from reasonable and careful use.
o) Driving the vehicle when tired, ill and under the influence of alcohol, medicine or drugs.
p) Using the vehicle to give driving lessons under any circumstance and/or to teach special driving techniques.
q) Driving against the traffic regulations.
r) The vehicle is driven by a person who is not authorized to do so.
s) Continue using the vehicle after the rental period has ended.

19 AGE AND DRIVING LICENSE

To conclude the Agreement, the Customer must be at least 21 years old, in which case the Customer must have held a driver's license for at least one year, regardless of age. If the Customer is under 25 and over 21 years old, an additional cost, based on the age of the driver, the vehicle category, the date of issue of the driving license and the duration of the rental agreement, will be charged, as indicated during the booking process and in clause 1.1 of the Particular Rental Conditions.

20. JOINT LIABILITY

All authorized additional drivers are jointly liable for the Customer's obligations under this Agreement and the relevant laws that are applicable to same.

21. THEFT AND LOSS OF PERSONAL BELONGINGS

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

22. COMPULSORY APPROVED CHILD RESTRAINTS

If you use the vehicle to transport children under three years of age or older children who do not exceed 1.50 meters in height, you must request that Goldcar provide you with the approved mandatory child restraint device, with prepayment of the corresponding rental fee, according to the weight and height of the child or person who must use it. The installation of the device will always be your responsibility.

23. PERSONAL DATA

Goldcar, in accordance with Regulation (EU) 2016/679, of the European Parliament and of the Council, of 27 April 2016 (GDPR) and Law No. 58/2019, of 8 August, which ensures the execution, in the national legal order, of Regulation (EU) 2016/679 of the Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and the free movement of such data, informs the following:

23.1. The entity responsible for processing personal data provided under the Agreement is EMobG Services Portugal, Unipessoal, Lda., with headquarters at Rua dos Malhões, nº 2 Piso 3 – Direito, Edifício Q55 - D. Diniz, Quinta da Fonte, 2770-071 Paço de Arcos, Portugal.

23.2. The purposes of processing personal data are:
a) the creation and management of the Customer account;
b) the conclusion and execution of this Agreement, as well as the management of the Customer's reservation;
c) the management of commercial documents;

d) the verification of the driving license of the Customer and Additional Drivers;
e) combating credit card fraud;
f) the verification that the Customer is not registered on a Sanctions List (namely any list of designated individuals issued and amended from time to time by: (a) the U.S. Government, including the list of Specially Designated Nationals and Persons Blocked (or "SDN") including OFAC'S and lists maintained by the U.S. Department of State; (b) the United Nations Security Council, (c) the European Union and any Member State (including the EU Consolidated List of Persons subject to EU financial sanctions); and (d) by the United Kingdom (including the consolidated list of financial sanctions targets issued by the United Kingdom Office of Financial Sanctions Implementation ("OFSI");
g) carrying out satisfaction surveys to improve your experience with our products and services;
h) real-time conversation on the Goldcar website;
i) business development and marketing purposes;
j) management of fines for infractions of road rules;
k) the management and maintenance of personal data from a list of customers who pose certain risks to Goldcar's business and/or our employees, with regard to:
– payment incidents that result in legal proceedings;
– road accidents or repeated damage;
– inappropriate or abusive conduct towards our employees or our customers;
– use of our vehicles in violation of the Rental Terms and Conditions.
l) video surveillance at Goldcar facilities;
m) analysis of navigation data on the Goldcar website and mobile application.

23.3. The processing of personal data for the purposes of subparagraph i) of the previous paragraph depends on the consent of the Customer.

23.4. The processing of personal data for the purposes of the remaining paragraphs is based on the execution of the Agreement, on the compliance with legal obligations by Goldcar and its legitimate interest, as well as, when applicable, the Customer's consent.

23.5. Personal data may be transmitted to third parties for the following purposes:
a) Ensure compliance with any legal obligations to which Goldcar is subject, namely judicial authorities, criminal police bodies, tax and customs authorities and regulatory entities, namely the Mobility and Transport Authority;
b) Processing of payments made;
c) Management and processing of claims occurring during the rental period;
d) Internal administrative purposes, involving companies in the Goldcar Group.

23.6. Goldcar will retain the personal data processed considering the specific purposes for which they were collected.

23.7. At any time, the Customer has the right to access his personal data, as well as, within the limits of the Agreement and the GDPR, to rectify them, object or restrict their processing, decide on the automated processing of data, withdraw consent, request the erasure of data and exercise other rights provided for in current legislation, with the exception of data that are essential to the execution of the Agreement, and as such, must be provided, or essential to the fulfillment of legal obligations by Goldcar.

23.8. If the Customer withdraws their consent, this shall not affect the lawfulness of the processing carried out up to that date.

23.9. The Customer will be notified, in accordance with the terms set out in the GDPR, in the event of a breach of their personal data that could pose a high risk to their rights and freedoms.

23.10. The Customer may lodge complaints with the Portuguese Data Protection Authority (CNPD).

23.11. For more information about data processing, please read our Privacy Policy, available here.

24. COOKIES POLICY

To find out about the cookies we use on our website and mobile application, you can access our Cookies Policy, here.

25. CUSTOMER SUPPORT

For further information, or to send comments, claims or complaints, please contact: Goldcar, Customer Services department, Rua dos Malhões, nº 2 Piso 3 – Direito, Edifício Q55 - D. Diniz, Quinta da Fonte, 2770-071 Paço de Arcos, PORTUGAL , or go to the

"Customer Services", on this section of our website. You can also open a claim through Livro de Reclamações Eletrónico (Electronic Complaints Book) or through the Complaints Book available at the counters.

26. GOVERNING LAW AND ALTERNATIVE DISPUTE RESOLUTION

Unless there is a mandatory legal provision regarding territorial jurisdiction, the parties agree to establish the jurisdiction of the District of Lisbon as competent to solve any disputes arising from the execution of this Agreement.

In the event of a consumer dispute, defined in accordance with the provisions of Law no. 144/2015, of 8 September, the Customer may resort to an Arbitration Center or alternative means of dispute resolution, available at https://www.consumidor.gov.pt/.

Without prejudice to what is referred to in the previous paragraph, the Customer may present his Complaint to Goldcar, in the physical version of the Complaints Book, available on its premises, or through its electronic format, available at https://www.livroreclamacoes.pt/inicio.

27. FEES

All amounts include the applicable taxes.

Toll service deposit, to ensure compliance with the obligations set out in Clause 16 of this Agreement	€150.00 (one hundred fifty euros)
Vehicle refueling service	€50.00 (fifty euros)
Additional protections	Annex – "**Covers**"
Toll Service	€1,80 (one euro eighty cents) per rental day, up to a maximum of €18 (eighteen euros) per rental, plus the amount corresponding to the tolls due
Administrative expenses corresponding to Goldcar's duty to identify the Customer, in the cases of violation of traffic rules	€40.00 (forty euros)
Minimum age required and driving license minimum validity period	

MINIMUM AGE REQUIRED FEE

CAR CATEGORIES	PRICE - AGES BETWEEN 21-24
AA/A8/BB/CC/B3/B6	9.95€ per day with a maximum charge of 109€
C6/D/DD/E/R/T6/S3/S6	11.95€ per day with a maximum charge of 131€
Rest of groups	25€ per day with a minimum charge of 75€ and without maximum charge

DRIVING LICENSE MINIMUM PERIOD FEE

CAR CATEGORIES	PRICE - Driving license held between 1 year and 3 years
All groups	5.95€ per day with a maximum charge of 72€

Additional Driver	

SEASON	PRICE
LOW	ADDITIONAL DRIVER
Jan 1st - Mar 29th, Nov 2nd - Nov 29th	9,23€/day Max: up to 92,30€/rental
HIGH	

RENTAL TERMS AND CONDITIONS

Mar 30th - Jun 28th Sep 14th - Nov 1st Nov 30th - Dec 17th	
SUPER HIGH	10,20€/day Max: up to 101,50€/rental
Jun 29th - Sept 13th Dec 18th - Jan 1st 2027	

Additional equipment	Amount indicated in the document of Supplements and Extras
One-way rentals	Available in Annex **"One ways fees"**
Delivery of the vehicle after hours	€40.00 (forty euros)
"Cross-Border" protection, "Cross Border Penalty Authorized Country" and "Cross Border Penalty Non-Authorized Country"	

SEASON	**PRICE**	
LOW	**CROSS BORDER**	**CROSS BORDER PENALTY**
Jan 1st - Mar 29th, Nov 2nd - Nov 29th	12€/day Max: 156€/rental	**Authorized Countries:** 15€/day Max: 195€/rental **Non-Authorized Countries:** 300€/rental
HIGH		
Mar 30th - Jun 28th Sep 14th - Nov 1st Nov 30th - Dec 17th		
SUPER HIGH	13,20€/day Max: 171,60€/rental	**Authorized Countries:** 16,50€/day Max: 214,50€/rental **Non-Authorized Countries:** 300€/rental
Jun 29th - Sept 13th Dec 18th - Jan 1st 2027		

Traffic fine management fee	€40.00 (forty euros)
Return of the vehicle without the relevant papers which it had during pick-up	€50.00 (fifty euros)
Breakage, damage, loss, deterioration, missing or non-return of the compulsory approved child restraint device	€120.00 (one-hundred and twenty euros)
Breakage, damage, loss, deterioration, missing or non-return of the cover of the compulsory approved child restraint device	€12.00 (twelve euros)
"Last Rent" Charge	€75.00 (seventy-five euros)
Special Cleaning	up to €150.00 (one hundred and fifty euros)
Missing Keys	The amount will depend on the car category for the expense incurred with the replacement or loss of the vehicle's keys
Accidents Administration Fee	€50.00 (fifty euros) per vehicle
Diverted Flights	€ 60.00 (sixty euros) if your flight is diverted to another airport and you pick up the vehicle from a different office than the one originally booked
Abandoned vehicle	€40.00 (forty euros) per day, plus the rental value corresponding to the additional days until the recovery of the vehicle
Damages	The concrete amounts are described in Annex "Damages and accessories price list by car group"

RENTAL TERMS AND CONDITIONS

Premium Location Fee	15% surcharge applied to rentals at offices located at Oporto, Lisboa, Faro, Madeira (Funchal), and Lajes (Terceira Island) Airports
Complaints Management Fee	€36.90 (thirty-six euros and ninety cents) for each action (submission or withdrawal) that Goldcar takes before the competent authority, in case of misappropriation of the vehicle
Vehicle Recovery Fee	€369.00 (three hundred and sixty nine euros)
Usage Fee (Madeira tourism fee)	€2.00 per day for thermal and/or hybrid vehicles, up to a limit of 10 days €1.00 per day for electric vehicles, up to a limit of 10 days
Electric vehicle recharging fee	€60.00 (sixty euros)

ANNEX

Damages and accessories price list by car group

Alternative Dispute Resolution Entities – Information to the Consumer

Supplements and Extras

One Way Fees

Covers

Covers comparison

Vehicle return standard

Insurance and additional covers

AXA SPAI Policy Extract

AXA Claim SPAI

Roadside assistance service