

## RENTAL RULES AND TERMS

RENTAL AGREEMENT nº <RA\_NUMERO>

Plate Number <<VIATURA\_MATRICULA>

The renter declares that he **understands and accepts the privacy policy and the processing of his personal data** (<https://www.drivalia.pt/en/privacy-policy>).

**Via verde / etoll service**- the vehicle is equipped with on-board equipment that allows automatic payment of tolls; if the customer activates it, this will cost **€2 per day up to a maximum of 10 days**.

For the purposes of payment of the **etoll management service (viaverde) and its use**, the renter provides a valid credit card, ensuring that the corresponding bank account has sufficient funds to cover the payments due, that the debits may occur at a time subsequent to the detection of the use of the road infrastructures, accepting that the debits may occur after the end of the contract, provided that the use of the road infrastructures has taken place during its term.

By signing these particular conditions, **the lessee declares that he has read, understood and accepts without reservations the general conditions of the rental agreement**

**Vehicle condition** - please check if the vehicle condition matches the description on the ra/vehicle condition statement - any damage not specified on it will be considered as additional damages and will be charged.

**Fuel policy** - vehicles are delivered, depending on the engine, with a certain level of gasoline or diesel (ideally at least more or less a quarter of tank). the customer must return **the vehicle with the same fuel level with which the car was received (same to same)**. if **delivery with excessive fuel there is no refund**. if **delivery with less fuel, the customer must pay the amount of the missing fuel**. except for electric vehicles which you can deliver without refilling levels.

## GENERAL CONDITIONS OF THE CAR RENTAL AGREEMENT

### 1 – OBJECT

Drivalia Portugal – Automoveis de Aluguer Sem Condutor, S.A. (hereinafter referred to as the **Rental Company**), rents the motor vehicle ("**Vehicle**"), identified in the particular conditions of the rental Agreement ("Contract"), to the Customer also identified in the particular/special conditions of the Contract ("**Renter**") under the following assumptions, terms and conditions:

### 2 - DELIVERY AND RETURN OF THE VEHICLE

**2.1** - This Agreement is valid for the period indicated in the particular conditions, starting from the date and time of delivery of the **Vehicle** to **Renter** and ending on the date and time of return of the **vehicle** to the **Rental Company**.

**2.2** - On delivery of the **Vehicle**, **Renter** will sign a document of receipt of the **Vehicle** stating it is received in a clean and usable condition, with its accessories, documents and in the conditions described in this document of receipt of the **Vehicle**, which will also be signed by the **Rental Company** or its representative.

**2.3** - **Renter** undertakes to return the **Vehicle**, its keys and documents in the same conditions in which he received them, at the location and date indicated in the particular conditions.

**2.4** - If **Renter** uses the **Vehicle** for purposes other than those provided for in the **Contract**, or in violation of its terms and conditions, the **Rental Company** may immediately terminate the **Contract**, and **Renter** is obliged to return the **Vehicle** to the location indicated in the particular conditions within 24 hours after receiving the notice of

termination, subjected to the **Rental Company** immediately proceeding to seize the **vehicle** with the assistance of the police forces, at the **Renter's** expense.

**2.5** - The extension of the rental or a change in the Contract conditions requires a written agreement between the **Parties**, which will constitute an Amendment to the **Contract**. The **Renter** is responsible for any costs inherent to the amendment of the Contract.

**2.6** - For the purposes of the previous Clause, if the intention is only to extend the rental, the **Renter** shall send a written request to the **Rental Company**, at least 48 hours before the expiry date and time of the ongoing **Contract**, using the email addresses of the Parties listed in the special conditions, mandatorily identifying the registration number of the **vehicle** and the desired period for extension.

**2.7** - The **Rental Company** will communicate, in writing, the conditions, including price, for accepting the change requested by the **Renter**. If within this period the **Rental Company** does not reply, the extension request is considered automatically not accepted and the **vehicle** must be returned by the **Renter** in the conditions stipulated in the agreement/contract.

**2.8** - At the term of the **Contract** or its termination operated under the terms of paragraph 2.4 of this Clause, the **Vehicle** will be returned at the location stipulated in the particular conditions, where it will be inspected by the **Rental Company**, the **vehicle** documents and keys returned by the **Renter**, and drawn up a document of **Vehicle** return, signed by both **parties** and where the **Rental Company** will declare that it accepts the return of the **Vehicle**.

**2.9** - If the 59 minutes tolerance for the scheduled time of return of the **vehicle** is exceeded, the **Rental Company** is entitled to charge the **Renter** an additional amount calculated on the basis of the highest normal daily rate published in the price list in use on the date and in proportion to the delay in returning the **Vehicle**.

**2.10** - If at the time of returning the **Vehicle**, damage or missing parts/accessories/documents are detected, or that the **Vehicle** requires special cleaning and/or sanitizing treatment due to the condition in which is returned, facts that will be mentioned in the **Vehicle** return document signed by the **Renter** and the **Rental Company**, the **Renter** will pay the **Rental Company** for the repair of the damage or the replacement of whatever is missing or damaged, as well as the extra washing according to the rate in use at the time.

**2.11** - If for reasons accountable to the **Renter** it is not possible to carry out the physical inspection of the **Vehicle** mentioned in the preceding number, namely due to abandonment of the **Vehicle** or its return to a location and time not agreed upon, the **Vehicle** status report is irrevocably accepted by **Renter** and the **Rental Company** will be immediately entitled to charge the **Renter** for all expenses incurred in recovering the **Vehicle**, as well as all losses, shortages or damages detected in **Vehicle** by the **Rental Company** during its recovery, by charging the credit card used in the initial payment and deposit, which the **Renter** hereby authorizes.

### **3 - USE OF THE VEHICLE**

**3.1** - **Renter** is obliged to normally and carefully use the **Vehicle** in a correct and diligent way and will be liable for any damage caused to it, unless the damage does not result from an act that is accountable to him.

**3.2** - **Renter** must ensure that the **Vehicle** is properly locked and secured when not in use; fuel up the **Vehicle** with the appropriate fuel; regularly (at least every 1.000 kilometers) check the engine oil, coolant and brake fluid levels; check the tire pressure and the water, oil and AdBlue level; and ensure turning on and diligent use of any safety device fitted to the **vehicle**, if any.

**3.3** - The costs of washing and repairing tire punctures while the **Vehicle** is being used by **Renter** are his responsibility.

**3.4** - **Renter** is responsible for any damage caused to **Vehicle**, except those inherent to normal and prudent use, and for the payment of any fines or penalties relating to its use for the duration of the contract. **Renter** will reimburse the **Rental Company** any amounts that the **Rental Company** is required to pay to any third party, administrative, police or other bodies in connection with the illegal, unlawful or irregular use of the **Vehicle** by **Renter**, as well as to compensate the **Rental Company** for any damage or costs that are caused to the **Rental Company** as a result of **Renter's** failure to comply, in particular for administrative expenses, which are estimated at a minimum of **€20** (twenty) **Euros**, or when an accident is involved at a minimum of **€50** (fifty) **Euros**.

**3.5** - The **Vehicle** may only be driven by the **Renter** or by the persons identified in the special conditions, provided they are legally entitled to drive and have at least a driving license for more than **12** months and **25** years old. For

the purposes of this Clause, the **Renter** irrevocably undertakes to keep all drivers of the **vehicle** object of this contract duly informed of the contractual obligations provided for herein.

**3.6** - Driving licenses issued with characters other than the Latin alphabet must be accompanied by an international driving license.

**3.7** - The **Renter** undertakes not to use or allow the use of the **Vehicle** a) to transport passengers or goods in violation of the law; b) to transport passengers against expressly or tacitly agreed remuneration; c) for sporting events or training whether these are official or not; d) to sublet it and/or entrust it to third parties for any reason whatsoever; e) by any person under the influence of alcohol, narcotics or any substance that directly or indirectly reduces the driver's perception and capacity to react; f) outside the Portuguese territory, unless expressly authorized by the **Rental Company** and having previously paid the Cross Border fee in use at the time and published on the **Rental Company's** website [www.drivalia.pt](http://www.drivalia.pt). Cross Border rentals between the Continent and the Azores and Madeira archipelagos; inter-archipelagos movements; and inter-island movements within the respective archipelagos are not permitted unless expressly authorized by the **Rental Company** previously;

**3.8** - Smoking inside the **Vehicle** is prohibited.

#### **4. VEHICLE MAINTENANCE**

**4.1** - Unless otherwise agreed in the particular conditions and without prejudice to the manufacturer's liability for defects in the **Vehicle**, the **Vehicle's** maintenance inherent to its normal use is the **Rental Company's** responsibility. Any expenses with small repairs carried out by **Renter** - bulbs, fuses, oil replacement, except AdBlue - exceeding **€25** (twenty five) **Euros** require the **Rental Company's** authorization and, whatever the amount, will only be reimbursed by the **Rental Company** on presentation of the invoice/receipt proving the amount and payment, issued in the name of the **Rental Company**, with tax number 502 766 883.

**4.2** - In case of breakdown, the **Renter** must contact the **Rental Company's** services and go to the nearest rental center.

#### **5 - INSURANCE, COVERAGE AND SERVICES**

**5.1** - The **Renter** and/or authorized driver is part of a civil liability insurance policy in accordance with the legal stipulations of the country, which covers the risk of personal injury or damage to property caused to third parties, which includes the following detailed coverages that can be consulted at [www.drivalia.pt/en/transparencia](http://www.drivalia.pt/en/transparencia) or at the rental stores.

**5.2 - CDW - Collision Damage Waiver** - which generically covers damages caused to the vehicle, as well as damages resulting from Crash, Collision, Rollover, Fire, Lightning or Explosion, Theft and Robbery, Vandalism and Natural Phenomena, with the **Renter** being subject to the payment of an **excess** whose calculation basis varies according to the group of vehicles. Includes **RA- Road Assistance**.

**5.3 - ER - Excess Reduction** - which generically covers damages caused to the vehicle, as well as damages resulting from Crash, Collision, Rollover, Fire, Lightning or Explosion, Theft and Robbery, Vandalism and Natural Phenomena, with the **Renter** being subject to the payment of an **excess**, reduced in relation to the excess provided for in point 5.2, the calculation of which is variable depending on the vehicle group. Includes **RA- Road Assistance**.

**5.4 - SP - Super Protection** - which generically covers damages to the vehicle, as well as damages resulting from Crash, Collision, Rollover, Fire, Lightning or Explosion, Theft and Robbery, Vandalism and Natural Phenomena, with the **Renter** exempt from paying the **excess** and with the benefit of additional covers, Isolated Glass Damage, Locks and Wheels (tyres and wheels). Includes **RA- Road Assistance**.

**5.5 - WDW - Windows Damage Waiver** - coverage exclusively designed for Isolated Glass Damage, the **Renter** exempted from paying the **excess**.

**5.6 - PAI Personal Accident Insurance** – Covers personal accidents, with maximum amounts of **€1.500** (one thousand and five hundred) **Euros** in case of illness or hospitalization and **€15.000** (fifteen thousand) **Euros** in case of death or disability. Only applicable to passengers.

**5.7 - RA- Road Assistance** – Travel assistance service for the vehicle identified in the contract and its passenger(s). This service is activated by contacting the travel assistance insurance helpline listed on the Green Card accompanying the vehicle.

**5.8 - RAP- Road Assistance Premium** - the coverage described in 5.4 includes, additionally the **RA- Road Assistance Premium** service. This assistance also includes Damages to the Vehicle caused by negligence under the terms defined in point **5.9** below.

This service is activated by contacting the travel assistance insurance helpline listed on the Green Card that goes in the vehicle.

**5.9 - The following are expressly excluded from coverages 5.2 to 5.6, and therefore are not subject to any reduction or cover, Damage due to negligence to the Vehicle, Damage under the Vehicle, Damage to the Roof, Damage to the Interior of the Vehicle, Change of Fuel, Loss of Keys and Damage to the Batteries of Electric Vehicles.**

**5.10** - For the purposes of the previous point, the following are considered to be **acts of negligence, and therefore not subject to any reduction or cover**, by way of example only and without exclusion of others:

- unauthorized or unlicensed driving of the vehicle;
- non-compliance with the maximum height of the vehicle;
- driving in areas unsuitable for traffic;
- improper use of the vehicle or contribution to its damage / theft;
- Collision with objects hanging, suspended, or obstructing the carriageway;
- Driving through a barrier that is too low for the vehicle to pass;
- Damage caused by gates or barriers in car parks;
- Driving on a road in poor condition without due care, resulting in damage to the vehicle;
- Driving on the beach or on unauthorized land or where the integrity of the vehicle may be at risk;
- Driving on flooded roads;
- Fueling the vehicle with the wrong fuel or otherwise contaminating the fuel with other substances, including additives;
- Damages occurring as a result of ignoring a signaling or trafficking light;
- Damages to the clutch (due to frequent misuse) or using the handbrake incorrectly;
- Wheel damage caused by driving with a flat tire;
- Placing unauthorized objects inside or outside the vehicle;
- Carrying dirty or contaminated materials that require extra cleaning costs or that damage or burn the interior;
- Damages resulting from leaving keys inside the car or losing the keys;
- Damages resulting from leaving the window open;
- Use of the vehicle in demonstration races, sports events or circuits, including private track days or those open to the public;

**5.11** - The coverage will only be valid during the period agreed in the **Contract**, except if there is an extension of this under the terms of these general conditions, the **Rental Company** declines any all responsibility for accidents caused or that may be caused by the **Renter** beyond the rental period, the **Renter** being solely and exclusively responsible for them.

**5.12** - The above-mentioned Services, even if voluntarily purchased by **Renter**, will not produce their effects in case of (i) intent or serious **Renter** or Driver fault in the production of damages, (ii) negligent driving, misuse of the **vehicle**, violation of the Traffic regulations, driving under the influence of alcohol or psychotropic substances; and (iii) failure to return the **Vehicle** or the keys. In such cases **Renter** will have to compensate the **Rental Company** for all expenses, losses and damages caused to the latter by the actions of **Renter** or the driver of the **Vehicle**.

## **6 - ACCIDENTS, DAMAGES AND CLAIMS**

**6.1** - In case of accident, the **Renter** obliges to:

**a)** Report to the **Rental Company** any and all accidents, theft, robbery or any other claims, within a maximum period of 24 hours;

- b)** To immediately call the police authorities whenever third-party intervention occurs; or if the **vehicle** is prevented from circulating;
- c)** Obtain the names and addresses of the people involved in the accident and of the witnesses;
- d)** Not leaving the **Vehicle** without taking appropriate measures in order to protect and safeguard it;
- e)** Not assuming any responsibility on the **Rental Company's** behalf;
- f)** To present to the **Rental Company** a detailed report of the accident including a copy of the report drawn up by the police authorities;
- g)** In cases of vandalism, theft or robbery of the **Vehicle**, present to the **Rental Company** a copy of the report made to the authorities, namely the police authorities, a document proving the submission of such report and return the keys to the **Vehicle**.

**6.2** - Failure by **Renter** to comply with any of the above obligations enables the **Rental Company** to apply a penalty of **€2.000** (two thousand) euros.

**6.3** - Subscribing to any additional services does not exempt **Renter** from the obligations set out in **6.1**.

**6.4** - The rented **Vehicle** is equipped with a satellite anti-theft device that allows the geolocation of the **Vehicle**, as well as its circulation, in order to give access to the police authorities to relevant data for the recovery of the **Vehicle** in case of theft, robbery or hijacking, and allows the collection of useful data for the reconstruction of any claims, namely the speed of the **Vehicle**, the road conditions and distances reported by the user and/or the insurance company, as well as to comply with legal obligations, regulations, European legislation, instructions and requests of the supervisory authorities and authorities.

## **7 - PAYMENTS**

**7.1** The **Renter** is obliged to punctually pay the **Rental Company** all the amounts that are due under the terms of this contract, namely:

- a)** The rental price of the **Vehicle**, calculated according to the duration of the rental and the rate/km provided for in the particular conditions or, failing that, according to the price in force at the beginning of the contract;
- b)** The additional rate provided for in the chart published by the **Rental Company** and available at the counters of the rental centers, in use on the date, for the return of the **Vehicle** at a location other than that stated in the special conditions;
- c)** Any and all charges relating to deposit reduction, personal accident coverage, collision and rollover coverage, theft coverage and any other applicable charges in accordance with the rate or rates contained in the particular or special conditions of this contract;
- d)** All taxes and fees imposed on the rental of the **Vehicle**, or the amount specified by the **Rental Company** for reimbursement of such taxes and fees;
- e)** All costs sustained by the **Rental Company**, but which are the **Renter's** responsibility, in accordance with the clauses of this Contract, in particular and without excluding others, the payment of tolls, parking fees or fines;

**7.2** - The **Renter**, to ensure compliance with the obligations resulting from the Contract, will provide a credit card deposit for the amount referred to in the particular conditions, expressly authorizing the **Rental Company** to charge the credit card with the amounts due. Payment can be made by any other means deemed adequate without prejudice to the **Renter's** obligation to indicate a credit card to debit other amounts that may be due in enforcing the contract.

**7.3** - The **Renter's** payment obligations, namely those listed in paragraphs 7.1, are charged by the **Rental Company** to the **Renter's** bank account identified in the particular conditions, using the credit card provided by the **Renter** at the time of signing the Contract, charge that the **Renter** authorizes the **Rental Company** to make, without prejudice to the **Renter's** right to make payment by any other means.

**7.4** - The **Renter** who signs the Agreement on behalf of a legal entity is jointly liable with such legal entity for compliance with all obligations under this Agreement.

**7.5** - The invoices and debit notes issued by the **Rental Company** must be paid upon receipt by the **Renter**, or as provided for in the particular conditions or in a subsequent written agreement signed by both Parties. Failure to pay the aforementioned invoices and debit notes when due shall incur the **Renter**, without further notice, in the payment of default interest at a legal rate in use, plus **6%**, from the due date until effective payment.

## 8 - REPLACEMENT VEHICLE

The **Rental Company** is free to refuse to provide the **Renter** with a replacement **vehicle** in case of accident, breakdown, theft, damage or for any other reason, without having to justify the reason for its refusal.

## 9 - LOSS OF OBJECTS

The **Rental Company** will not be liable under any circumstances for the loss of objects that **Renter** or a third party may have left in the **Vehicle**, during the period of the contract, or upon return of the **Vehicle**.

## 10 - CANCELLATION POLICY

**10.1** - In case of cancellation by the **Renter** of a reservation or cancellation of changes to part of the rental period already accepted, the following procedure is applied:

**a)** If the cancellation is communicated to the **Lessor** up to 48 hours before the scheduled date for picking up the vehicle, no penalty is applied and, if applicable, the amounts proven to have been paid in advance at the time of booking will be returned;

**b)** If the cancellation is communicated to the **Lessor** within 48 hours prior to the scheduled pick-up time, a **50%** penalty is applied to amounts proven to have been paid in advance at the time of booking;

**c)** If the cancellation is communicated to the **Rental Company** after the scheduled time for picking up the vehicle or if it is simply not picked up, a penalty corresponding to **100%** of the amounts paid in advance at the time of booking will be applied and the vehicle will be retained for a period 24 hours, DRIVALIA reserves the right to charge an additional **1 (one) rental day**.

**10.2** – In the case of amounts proven to have been paid in advance on account of the rental, the amount to be refunded will be returned within 15 working days after cancellation.

**10.3** - In the case of reservations made on [www.drivalia.pt](http://www.drivalia.pt), in case of cancellation, a penalty corresponding to **10%** of the total rental amount paid at the time of booking is always applied, regardless of when the cancellation occurs.

**10.4** – In case of early return of the rental vehicle, DRIVALIA reserves the right to charge the entire contracted rental period.

## 11 - CONDITIONS APPLICABLE EXCLUSIVELY TO THE CARCLOUD PRODUCT

**11.1** - Without prejudice to the provisions of these General Conditions, which are generically applicable to all DRIVALIA products, in the case of the **CarCloud** product, due to its specificity, this Clause saves the conditions applicable exclusively to this product, which prevail in case of conflict with any other Clause of the General or Particular Conditions.

**11.2** – The **CarCloud** product is a rental service subscription that is accessed through a subscription valid for 12 (twelve) months, renewable only by means of a new subscription and, if applicable, adherence to the new conditions and pricing in force.

**11.3** - To access the subscription to this **CarCloud** service, the customer subscribes, indicating his personal data and the data of the credit card on which the subscription and monthly fees will be debited.

**11.4** - The monthly fee varies according to the **CarCloud** plan chosen by the customer.

**11.5** – The **CarCloud** product includes 1.500 (one thousand five hundred) kms per month in the monthly fee, with the possibility of increasing it to 3.000 (three thousand) kms per month, upon payment of an additional fee that varies according to the chosen plan. Any excess km will be charged at the unit cost foreseen in the available price list.

**11.6** – At the time of delivery of the vehicle, a security deposit of **€1,000** (one thousand) **Euros** is withheld due to the possible excess of kms above the contracted ones. The deposit will be used to pay the excess kms according to the price in force, and there may be a refund to the customer or an additional charge if the value of the deposit is not sufficient to cover the kms traveled in excess of the contracted one.

**11.7** - In the basic **CarCloud** tariff, there are no additional users of the vehicle other than those identified in the contract, with the possibility of including a second driver upon payment of an additional fee.

**11.8** – The **CarCloud** product presupposes the collection of penalties in case of damage and/or theft of the vehicle that vary according to the chosen plan, being possible to reduce these penalties by paying a monthly amount that varies according to the chosen plan.

**11.9** – Without prejudice to the cancellation policy provided for in Clause 10 of these General Conditions, in the event of cancellation of the **CarCloud** product contract before the vehicle is picked up, there is no refund of the amount paid for the subscription of the service and the amount corresponding to **1 (one) month of service** is always paid.

**11.10** – The customer can cancel the service at any time, always being due the monthly fee corresponding to the current month at the time of cancellation, as well as, if applicable, the penalties referred to in this clause.

## **12 - INFORMATION AND CLARIFICATIONS**

**12.1** - The **Renter** declares, by signing this Agreement, that all clauses have been timely and expressly communicated and explained by the **Rental Company** and that he is aware of them.

**12.2** - The Parties irrevocably and expressly agree that the contract will be signed electronically, using a digitalized handwritten signature or any other suitable process, which has, for all purposes, the value of a private document written and hand signed by both parties.

**12.3** - Once the electronic signatures have been submitted to the contract, a copy of the contract is immediately sent to the parties' e-mail addresses identified in the particular conditions, which constitutes sufficient proof for the authorities whenever required.

**12.4** - The parties also accept that the electronic signature ensures the same functional purposes as a handwritten signature, namely: (i) it unequivocally identifies the subscriber, (ii) its submission to the document depends only on the will of the subscriber, and (iii) it preserves the integrity of the document.

**12.5** - In case it is technically or humanly impossible to use an electronic signature, the contract will be signed by the parties by hand on paper.

## **13 - RENTER'S PERSONAL DATA**

**13.1** - The **Renter** provided the **Rental Company** at the beginning of this Contract with his personal data and that of the driver(s) of the **Vehicle**, for the purposes of their identification, expressly authorizing the **Rental Company** to carry out the computer processing of the data.

**13.2** - Under Regulation (EU) 2016/679 of the European Parliament and of the European Council of 27 April 2016 (RGPD), the **Rental Company**, Drivalia Portugal S.A., with headoffice at Rua José Fonseca Carvalho 9, 2685-869 Prior Velho, Portugal, is responsible for the treatment of the **Renter's** personal data provided under this Contract (identification data, contact data, for payment purposes and geolocation of the **Vehicle**), for the following purposes, authorized by the **Renter**:

**a)** Execution of the Contract, management of the contractual relationship, for the purposes of administrative management, invoicing, collections and payments, including recovery of disputed claims, response to requests for contact and clarification and management of complaints;

**b)** Fulfillment of legal obligations, namely the Rules of Access and Exercise of the Activity of Passenger Cars Rental without driver and the Legal Regime for the Exercise of the Industry of the Rental of Motor **Vehicles** without Driver, as well as for the management of automobile civil liability insurance;

**c)** The vehicles are equipped with satellite antitheft devices capable of geolocating the movement of the vehicle. Data processing by means of geolocation techniques is carried out by Drivalia to verify and control the location of the vehicle in case of theft, loss and/or embezzlement, to verify the fulfilment of contractual obligations (such as the obligation to use the vehicle within the portuguese territory and/or in case of failure to pay the rental fees), to protect rights in court, as well as to protect the company's assets (for example, in case of failure to return the vehicle on the agreed due date). The processing, as it is aimed at fleet management and protection, does not require consent as it is based on the legitimate interest of the Data Controller. In order to protect the safety of drivers in the event of an accident, the Data Controller shall process geolocation data, acquiring the elements useful to the reconstruction of any accidents reported by you and/or the other party's insurance company, in order to locate and recover the rented vehicle and reconstruct the dynamics of any accident. For the purposes described above and in order to allow you

to take advantage of the claims management services, monitoring of routes, mileage, assistance and operations centre in the event of theft and crash, as well as the stolen vehicle recovery service, Drivalia will use the support of third party companies, which provide services related to telematic devices, which will not in any case have access to personal data of customers and will operate according to the instructions given by the Owner, reported in the act of appointment as external data processor. Moreover, in order to prevent the risk relating to the occurrence of the aforementioned events, the aforementioned companies may also provide Drivalia with information, obtained from their systems, that includes geofencing, timefencing, driving style, type of routes taken and combinations of the aforementioned information with telematic data.

The data collected may include, by way of example but not limited to, vehicle identification data (number plate and/or VIN, model, registration date), GPS coordinates, and information relating to the position of the vehicle in use.

Geolocation data shall be retained for 12 (twelve) months from the date on which they are collected, without prejudice to special needs for further retention related to specific requests related to the filing of complaints/appeals and/or investigative needs of the Judicial Authority or the Judicial Police. At the end of the retention period, the data will be permanently deleted, in such a way as to make them non-reusable.

**d)** Sending a newsletter with marketing and promotional communications, information on campaigns, news, greetings.

**13.3** - Personal data may be transmitted to third parties for the purpose of ensuring compliance with any legal obligations to which the **Rental Company** is subject, pursuant to paragraph c) of number 1 of article 6 of the RGPD, namely to legal authorities, police, tax and customs authorities and regulatory bodies.

**13.4** - At any time, the holder of the personal data has the right to access them, as well as, within the limits of the Contract and the RGPD, to change them, oppose their treatment, decide on the automated treatment of the same, withdraw consent, request the erasing of the data and exercise other rights provided for in the legislation (except for the data that are essential for the execution of the Contract, and as such are mandatory, as well as for compliance with legal obligations to which the **Rental Company** is subjected), by writing to [gestao.dados@drivalia.com](mailto:gestao.dados@drivalia.com)

**13.5** - The data subject has the right to be notified, under the terms of the RGPD, in the event of a breach of their personal data likely to involve a high risk to rights and freedoms, and may lodge complaints with the authority (ies).

**13.6** - Personal data may be transmitted to third parties that provide services to the **Rental Company**, whenever such services imply the communication of data contained in the Contract.

## **14 - APPLICABLE LAW AND JURISDICTION**

**14.1** - The Parties hereby elect the District Court of North Lisbon, to the exclusion of any other jurisdiction, to settle any disputes between them.

**14.2** - In compliance with the provisions of Law 144/2015, of September 8, 2015, the Consumer is hereby informed of the existence of alternative dispute resolution (ADR) mechanisms, namely by resorting to the Centro de Arbitragem do Sector Automóvel (CASA) with website at [www.arbitragemauto.pt](http://www.arbitragemauto.pt) and headoffice at Av. da República, 44 - 3.º Esq., 1050-194 Lisbon, Portugal. This information does not bind the provider to adhere to alternative dispute resolution.

## **15 – Via Verde / eToll Service**

By signing of this Contract, the Lessee **automatically adheres** to the service of providing the means of payment for tolls (automatic payment system), under the terms set out in no. 3 of article 27 of Law no. 84-C /2022, of December 9, when the Vehicle is equipped with on-board equipment that allows the automatic payment of tolls. This service allows by using an electronic device owned by Drivalia Portugal S.A., to determine the amount of all fees due for transposition of any electronic toll barrier in road infrastructure, can be determined to be paid by the Lessee during the rental period. For payment, the Lessee must provide a valid credit card, ensuring sufficient funds in the corresponding bank account to cover the payments due assuming that the debits can occur after the end of the contract, since the transposition of any electronic toll barrier occurred during the rental period.

The lessee is responsible for the conservation and proper functioning of the electronic toll device and cannot under any circumstance remove the device from the windshield. The loss, damage or disappearance of the device, involves the payment of **€50 (fifty) Euros**.

## 16. ACCEPTANCE OF CONTRACTUAL CONDITIONS AND CHARGE AUTHORIZATION

By celebrating this contract the **Renter** agrees to rent the **Vehicle** in accordance with the general and particular terms and conditions.

I have read and agree to the General Conditions:

The Renter <CONDUTOR\_NOME>