

## GENERAL RENTAL CONDITIONS

This driverless passenger vehicle rental agreement ("Agreement"), under the terms of Decree-Law no. 181/2012, of August 6, in its current wording, is regulated by these General Conditions, by the Particular Conditions described above and by the respective annexes, which form an integral part of it.

### 1. OBJECT

Gogoaway-Unipessoal, Lda , NIPC 510 923 208, rents to the customer ("LESSEE"), identified in the Particular Conditions, the motor vehicle described therein and in the state of conservation indicated therein, upon payment of the total rental price calculated in the terms of clause 3 and the particular conditions.

### 2. RENTAL DURATION

2.1. The rental begins and ends on the date, time and location designated in the Special Conditions for picking up and returning the vehicle, respectively.

- a) If you wish to extend the duration of the rental, the LESSEE is obliged to contact the LESSOR in advance to conclude a new contract, or renew the current one, subject to the approval and availability of the LESSOR, and the LESSOR is not obliged to secure a vehicle beyond of the initially contracted period.

2.2. The vehicle is collected before it is inspected jointly by the LESSEE and the LESSOR, resulting in an inspection report being drawn up [attached to this contract], which forms an integral part of this Contract, describing the vehicle's condition and indicating any defects and/or damage, and validated by both parties by means of their respective signatures.

### 3. RENTAL PRICE

3.1. For the rental of the vehicle, the LESSEE undertakes to pay the LESSOR the total price resulting from the applicable daily/weekly/monthly rate and the additional services contracted, as detailed in the Particular Conditions, as well as the amounts resulting from fees and other amounts whose obligation to payment and verification occur at the end of the Contract.

3.2. To the value provided for in the previous paragraph, add:

- a) The value stated under the particular conditions for the vehicle refueling service, and the value of the missing fuel on the date of return;
- b) The value contained in the particular conditions for the vehicle charging service, in the case of renting an electric vehicle;
- c) The amount due for contracting additional insurance coverage under clause 8;
- d) The value contained in the particular conditions to be charged as administrative expenses for fulfilling the LESSOR's duty to identify the LESSEE, as a result of violations of circulation rules or other legal provisions;
- e) The value contained in the particular conditions if the driver is under **21** years of age.
- f) The value of the particular conditions, for each additional driver, which must be duly identified in the contract;
- g) The constant value of the particular conditions due for the additional equipment contracted [baby/child seat, GPS ];
- h) The value contained in the particular conditions due for delivery and/or collection outside the LESSOR's premises;
- i) The value contained in the particular conditions due for delivery of the vehicle out of turn;

#### **4. DELIVERY OF THE LEASED**

4.1 The Tenant expressly declares that, at the time of collection, the Leased Property is in perfect condition for use and without any damage, sanitized, without apparent defects and accompanied by the respective equipment, accessories and documents, as well as a deposit of full or partially full fuel, and the Lessee is obliged to return it in the same conditions in which it was received and at the place, date and time designated in the Rental Agreement.

4.2 For the purposes of the previous number, all vehicles, at the time of delivery, are accompanied by a warning triangle, sealed odometer, tools for current use, spare wheel or anti-puncture kit, a reflective vest, contracted extras, a photocopy of the authenticated booklet, green insurance card and inspection form, complying with all legal requirements.

4.3 2-wheel motorcycles, upon delivery, are accompanied by a trunk, 2 helmets, sealed odometer, contracted extras, copy of the authenticated booklet, green insurance card and inspection form, complying with all legal requirements.

4.4 The Lessee is responsible for any loss or destruction, total or partial, of equipment, contracted extras, accessories or documents accompanying the Lease, during the term of the rental contract.

4.5 The loss or destruction, total or partial, of the goods described in the previous paragraph, will result in the application of a fee in the amount of €50.00 (fifty euros) up to €5,000.00 (five thousand euros), for the losses suffered by the Lessor, notably for the expenses arising from the replacement of equipment, accessories and issuance of second copies of documentation, as well as administrative expenses incurred by the Lessor.

4.6 Loss of the Rental key obliges the Renter to pay a fee of €500.00 (five hundred euros).

#### **5. RETURN OF THE VEHICLE**

5.1. The LESSEE undertakes to return the vehicle on the day, place and time indicated in the Particular Conditions, with the respective accessories, documents and in the conditions of use and cleanliness in which it was delivered.

5.2. Returns in violation of paragraph 2.1 of Clause 2. imply additional costs, in accordance with the current price list available [attached to this contract], or a change in the rental price.

5.3. In case of early return of the vehicle, the LESSOR is not obliged to return the remaining rental amount to the LESSEE.

5.4. The LESSOR is not responsible to the LESSEE, or to any passenger, for the loss of or damage to objects left in the vehicle, whether during the rental period or after it.

5.5. When returning the vehicle, the LESSOR and the LESSEE jointly carry out an inspection to check the existence of any new defects and/or damages which, if any, are noted in the corresponding field of the inspection report that is an integral part of this Agreement, which it is validated by both parties through their respective signature.

5.6. The refusal of the signature provided for in the previous paragraph by the LESSEE does not exempt him from responsibility for damages caused during the rental period.

## **6. FUEL POLICY**

6.1 The LESSEE undertakes to return the vehicle in accordance with the contracted fuel policy, under the following terms:

- a) “ Full to Full ” or Partially Full: THE LESSEE undertakes to return the vehicle to the LESSOR with the same fuel level that existed when it was collected . In case of default, the LESSOR will charge the refueling fee and the missing fuel, in accordance with subparagraph b) of paragraph 3.2 of Clause 3.;

## **7. LESSOR’S OBLIGATIONS**

7.1 The LESSOR’s obligations are:

- a) Make the terms and conditions of the rental available to the LESSEE before signing the Contract, especially the general and particular conditions, and provide the requested clarifications necessary for their full understanding;
- b) Inform the LESSEE in advance of the activation of the deposit for damage to the vehicle and proof of the damage;
- 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 LESSEE.

## **8. OBLIGATIONS OF THE LESSEE**

8.1. The LESSEE’s obligations are:

- a) Pay, as soon as requested by the LESSOR, all amounts arising from the execution 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 the LESSOR in case of vehicle breakdown and obtain their prior agreement for repair purposes.

8.2. The LESSEE 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;
- 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 Conditions of this Contract;
- e) Outside the national territory and Porto Santo Island.

## **9. MANDATORY INSURANCE AND COMPLEMENTARY INSURANCE**

9.1. Mandatory insurance only ensures the payment of compensation for bodily and material damage caused to third parties.

9.2. The LESSEE is responsible for paying for damages to the vehicle and/or equipment or devices installed therein that are attributable to him, up to the limit of the deductible indicated in the Special Conditions, without prejudice to the LESSEE's full responsibility for damages caused by intent, negligence or that are not guaranteed by insurance coverage.

9.3. The rental contract includes Damage Protection (“ CDW – Collision Damage Waiver ” or LDW – Loss Damage Waiver ), which reduces the LESSEE's liability up to the limit of the deductible contained in the Special Conditions, for damage caused to the vehicle resulting from a traffic accident (crash, collision and rollover), except for damage to the vehicle's windows and tires and the caused by acts of vandalism.

9.4. In view of the reduction of the deductible referred to in numbers 2 and 3, the LESSEE may contract the following insurance coverage, valid for the period indicated in Clause 2:

- a) "Maximum Damage Protection" insurance (equivalent to the designation "SCDW – Super Collision Damage Waiver"), an optional service provided by the LESSOR that eliminates the LESSEE's liability for damage caused to the vehicle resulting from a traffic accident (Damage, shock, collision and rollover), with the exception of damage to the vehicle's windows and tires caused by acts of vandalism, intent and/or negligence;

## **10. AUTHORIZED DRIVERS**

10.1. Only the driver identified in the rental agreement, or drivers duly authorized by the LESSOR, may drive the vehicle.

10.2. For each additional driver of the vehicle, an additional amount must be paid, as described in subparagraph g) of item 3.2 subparagraph f of clause 3 of the general conditions and in the particular rental conditions.

10.3. If the vehicle is driven by a driver not identified in the contract and, as such, not duly authorized by the LESSOR, the LESSEE will be held responsible for any and all damage caused to the vehicle by said driver.

## **11. RETURN OF THE VEHICLE OUT OF HOURS (if applicable)**

11.1. By agreement between the LESSOR and the LESSEE, the vehicle may be returned at times outside the rental company's normal business hours.

11.2. If the LESSEE opts for this method of returning the vehicle, his/her responsibility for the vehicle (as well as any additional equipment contracted) remains until the station's opening hours or until the LESSOR inspects the vehicle, depending on when it is checked first. .

11.3. If the LESSEE opts for this method of returning the vehicle, he/she is obliged to:

- a) Leave any additional equipment in the trunk of the vehicle;
- b) Leave the vehicle safely parked in the location indicated by the LESSOR, or, if this is not possible, in the location closest to the return station;
- c) Leave the vehicle key in a location previously agreed with the LESSOR and inform him of the exact location of the vehicle.

## **12. ACCIDENTS OR CHANGES IN THE CONDITION OF THE VEHICLE**

12.1. The LESSEE is obliged, in the event of an accident and/or change in the condition in which the vehicle was delivered to him, to adopt the following procedures:

- a) Participate with the LESSOR 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 cases of force majeure duly justified;
- b) Obtain the names and addresses of the people involved in the traffic 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) Provide the LESSOR with the information available to him/her relating to the incident, including the report drawn up by the police authorities involved.

12.2. Only the LESSEE and/or drivers authorized by the LESSOR may benefit from the optional coverage indicated in Clause 9.4.

12.3. The coverage described in paragraph a) of paragraph 9.4 of Clause 9 does not have any effect in the event of an accident due to:

- a) Excessive speed;
- b) Driving under the influence of alcohol or narcotics;

- c) Improper use of the vehicle, especially in locations and for purposes other than those for which it was intended, such as driving on unpaved roads and paths, forest paths and beaches;
- d) Use in sporting 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 Car Document.

12.4. Failure to comply with this clause or the items set out in nº 8.2 of Clause 8 makes the LESSEE responsible for all expenses related to repairing the vehicle and the compensation corresponding to the time of its downtime.

### **13. Payment Methods**

13.1 The Lessor accepts the following as payment and deposit methods for rental contracts: credit card, debit card, bank transfer and cash.

American Express cards are not accepted .

### **14. COMPENSATION FOR DAMAGES**

14.1. The LESSOR and the LESSEE must, when collecting 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 noted, in accordance with Clause 2.2.

14.2. THE LESSEE accepts the vehicle in the condition in which it is found after this inspection, excluding defects/damages that could not be detected at the time of the inspection.

14.3. Upon return of the vehicle, it will be subject to inspection by the LESSOR and the LESSEE in order to verify the existence of damages that did not exist on the vehicle at the time of its collection.

14.4. If the LESSEE is not present when the damage is discovered, the LESSOR must complete a report stating the existence or non-existence of damage to the vehicle, which must be sent to the LESSEE, within a reasonable period of time, so that the LESSEE is aware of the same.

14.5. In the event that the vehicle is not returned in the same conditions in which it was delivered, the LESSEE may have to bear the value of the damages up to the limit of the deductible, in accordance with the provisions of paragraph 9.2 of Clause 9, and whose value is provided for in the particular conditions when concluding the contract, in the following terms:

- a) The LESSOR will send the LESSEE, within a reasonable period of time, a written communication with a description of the damages and respective proof.
- b) If the LESSEE does not agree with its responsibility for the damages or with the amounts presented in the document sent, the LESSOR may contest it with the LESSOR, attaching any evidence it deems relevant, within 15 days.
- c) The amount provided as a security deposit will be retained on the payment card used to provide it until a decision is made, in accordance with nº 1 and/or 2 of Clause 14.

### **15. BREACH OF CONTRACT**

The LESSOR may terminate the Agreement if the vehicle is used in violation of the Agreement, and the LESSEE must immediately return the vehicle to the location indicated, under penalty of being removed, in accordance with the law, at his/her own expense.

## 16. SERVICES

16.1 The Renter benefits, during the rental period and at no additional cost, from a 24-hour roadside assistance service that acts in situations of mechanical breakdown, except negligent breakdowns caused by the Renter. Travel assistance is subject to a charge stipulated in point 16.4.

16.2 The Lessor guarantees the Lessee in the event of breakdown, towing or removal of the vehicle, transportation of the Lessee and passengers to the Lessor's station, as well as a replacement vehicle for the remaining period of the rental contract.

16.3 In the event of a breakdown, the Renter must immediately contact the Lessor using the following contact details: Gogoaway-Unipessoal, Lda, Avenida Francisco Sá Carneiro, nº 23, CP 9000-017 Funchal, Cell phone +351 967 692 099.

16.4 Travel assistance is subject to the following fees:

- **From Monday to Friday:**
  - i. **Assistance in the municipality of Funchal** is subject to a fee of €110.00 ( one hundred and ten euros);
  - ii . **Assistance outside the municipality of Funchal** is subject to a fee of €150.00 (one hundred and fifty euros);
  - iii . **Assistance between 8pm and 8am in the municipality of Funchal** is subject to a fee of €230.00 (two hundred and thirty euros);
  - iv . **Assistance between 8pm and 8am outside the city of Funchal** is subject to a fee of €250.00 (two hundred and fifty euros);
- **During Saturday and Sunday:**
  - i. **Assistance in the municipality of Funchal** is subject to a fee of €160.00 (one hundred and sixty euros);
  - ii . **Assistance outside the municipality of Funchal** is subject to a fee of €200.00 (two hundred euros);
  - iii . **Assistance between 8pm and 8am in the municipality of Funchal** is subject to a fee of €280.00 (two hundred and eighty euros);
  - iv . **Assistance between 8pm and 8am outside the municipality of Funchal** is subject to a fee of €300.00 (three hundred euros);

16.5 Damages caused by the Renter, even if due to negligence, are their sole responsibility, requiring the assumption of the following expenses:

- a) repair and/or restoration of the condition of the vehicle;
- b) compensation corresponding to the vehicle's downtime period;
- c) trailer, worth €150.00 (one hundred and fifty euros);
- d) transportation to the nearest station to pick up a spare vehicle, worth R\$ 200.00 (two hundred reais);
- e) for your transportation, if you give up the rental;

## 16. CANCELLATION POLICY

The Lessee may cancel the reservation up to 30 (thirty) days prior to the scheduled pick-up date and receive a full refund of all amounts paid. Cancellations made less than 30 days before the pick-up date will be subject to the specific conditions outlined in this agreement. To ensure proper handling, all cancellations must be communicated in writing to the Lessor by email.

## 17. COMPETENT JURISDICTION AND ALTERNATIVE DISPUTE RESOLUTION

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

17.2. In the event of a consumer dispute, defined in accordance with the provisions of Law no. 144/2015, of September 8, the LESSEE may resort to the Arbitration Center of any of the ADR entities available on the DGC website.

17.3. Without prejudice to what is mentioned in the previous paragraph, the LESSEE may present his Complaint to the LESSOR, in the physical Complaints Book, available at the LESSOR's facilities, or through its electronic format, available at <https://www.livroreclamacoes.pt/inicio>.

## 18. PERSONAL DATA

18.1. The LESSEE expressly authorizes the LESSOR to carry out the computer processing of personal data essential for the execution of this Agreement and indicated in the Particular Conditions and/or Privacy Policy.

18.2. THE LESSOR, in accordance with Regulation (EU) 2016/679, of the European Parliament and of the Council, of April 27, 2016 (GDPR) and Law No. 58/2019, of August 8, which ensures the execution, in the order national law, 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:

- a) The entity responsible for the processing of personal data provided under the contract is the LESSOR, with headquarters at Avenida Francisco Sá Carneiro, nº 23, CP 9000-017 Funchal;
- b) The processing of personal data has the exclusive purpose of entering into and executing this contract, with compliance with legal obligations on the part of the LESSOR;
- c) The processing of personal data for the purpose of receiving personalized marketing communications from the LESSOR, as well as its partners, is based on the LESSEE's consent to the transfer of these same data for the purpose mentioned above;
- d) Personal data may be transmitted to third parties for the purpose of ensuring compliance with any legal obligations to which the LESSOR is subject, namely judicial authorities, criminal police bodies, tax and customs authorities and regulatory entities, namely the Authority Mobility and Transport;

18.3. The LESSOR will keep the personal data processed for the period necessary to provide the services, respective billing and complete fulfillment of the contract.

18.4. At any time, the LESSEE has the right to access personal data concerning him or her, as well as, within the limits of the contract and the GDPR, to change them, oppose or limit the respective processing, decide on automated processing of them, withdraw consent, request the deletion of data and exercise other rights provided for in current legislation, with the exception of data that are essential to the execution of the contract, and as such, are mandatory provision, or indispensable to the compliance with legal obligations to which the LESSOR is subject.

18.5. If the data subject withdraws their consent, this does not compromise the legality of the processing carried out up to that date.

18.6. The LESSEE will be notified, under the terms set out in the GDPR, if there is a breach of their personal data that could pose a high risk to their rights and freedoms.

18.7. THE TENANT may file complaints with the National Data Protection Commission (CNPd)

( ) I authorize my data to be provided to the LANDLORD for direct marketing purposes.

( ) I authorize my data to be provided to third-party partners of the LANDLORD for direct marketing effects.

( ) I am aware that the location data collected by the geolocation device

(GPS) installed in the vehicle are treated exclusively for the safeguarding of the vehicle's property, in case of breach of contract. I acknowledge that such data will be used, in accordance with the current legislation and in accordance with the purpose described.

\_\_\_\_\_, \_\_\_\_\_ from \_\_\_\_\_, from the year \_\_\_\_\_

THE LESSEE

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THE LESSOR

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