



## GENERAL RENTAL TERMS

### 1st Clause

#### (Regarding the Contract)

The Rental Contract is celebrated between ***Ecomobile – Aluguer de Veículos Automóveis – Sociedade Unipessoal, Lda.***, referred by Lessor, and the Customer / Driver, identified under the particular terms of the same, and referred by Lessee, in which applies the present general and particular clauses, and in the pages attached to the Rental Contract, without prejudice to any derogation or any written alteration.

### 2nd Clause

#### (Delivery and Collection of the Vehicle)

- 2.1 The rented vehicle is delivered to the Lessee at the time of the Rental Contract signing;
- 2.2 The Lessee acknowledges that he has received the vehicle object of the Rental Contract properly cleaned and it is in good working conditions, equipped with all accessories, tires in good traffic conditions, as well as in terms of suspension (read buffers, springs, etc.) and braking (read pads, discs, etc.) showing no apparent defects, whose conference is jointly made by the Lessee and the Lessor at the time of conclusion of the Rental Contract;
- 2.3 The Lessee acknowledges that the vehicle delivered may eventually have a georeferencing system using GPS and GPRS systems;

2.4 The Lessee declares that it is aware that the vehicle object of the Rental Contract can be equipped with an electronic toll device that lets you determine the value of the toll fee(s), forcing yourself to ensure its correct operation and maintenance and accepting that the Lessor proceed to the corresponding debit to its value in the case of loss or damage;

2.5 The Lessee agrees to keep the vehicle in good conditions and cleanliness, committing to return it to the Lessor along with all documents and its accessories in the conditions in which it was delivered, at the place and on the scheduled date at the end of the Rental Contract;

2.6 The Lessee is obliged to pay €50.00 per document, in case he loses the documents delivered at the signing moment of the Rental Contract;

2.7 The vehicle must be returned at the end of the Rental Contract or at the date of its resolution in the rental premises, or at a location indicated by the Lessor;

2.8 The maximum duration (term) of the Rental Contract is of 30 days, including any extensions. The maximum limit of kilometers per Rental Contract is 3,000, unless written authorization by the Lessor;

2.9 The return of the vehicle is only considered done after the physical verification of the same by the Lessor, which must be delivered to the Lessee a signed document which states that the vehicle was returned and accepted by the Lessor;

a) The Lessor, at any time, except if the Lessee has engaged the booking cancellation supplement / insurance, under the conditions standardised by the respective service, will refund/return, totally or partially, the amounts charged and / or paid to the Lessee, in particular, when there is the return of the vehicle object of the Rental



Contract before the end date of the same, as well as when there is a need to provide a replacement vehicle for the Lessee, solely and exclusively by the Lessor, the vehicle object of the Rental Contract, regardless of whether the car group is lower or higher than the vehicle rented by the Lessee;

b) The Lessor will, at no time and under no circumstances, return / refund, totally or partially, amounts charged and / or paid to the Lessee for the rented equipment and contracted by the Lessee, such as navigation systems (GPS), chairs and / or baby seats, longitudinal and / or transversal roof bars, other electronic and / or computer equipment, etc. In case of losses and damages inflicted or caused to the equipment(s) rented and contracted by the Lessee to the Lessor, the Lessee shall settle the full value of each equipment;

2.10 In case of the vehicle is returned to a location other than that referred to in number 2.7, the Lessee is responsible for the damages caused to the Lessor with this situation, such as damage, lack of fuel, trailer, etc.;

2.11 The Lessee undertakes to return the vehicle on the premises of the Lessor where it was delivered, unless otherwise agreed, within office hours, depending on the schedule available at the Lessor's premises;

2.12 In case that the Lessee opts for the "Out of Hours" service, he is obliged to accept the vehicle status report that is prepared during the physical verification of the same, made by the Lessor;

2.13 The Lessee is responsible for all loss or damage, including theft or robbery of the vehicle, if it is not delivered to an employee of the Lessor;

2.14 The delay in the return of the vehicle constitutes to the Lessee the obligation to pay to the Lessor, as a penalty clause, for each day, whole or fraction, an amount calculated based on three times the Base Rental Rate practiced by the Lessor for the vehicle object Rental Contract;

2.15 If the vehicle presents any defects contrary to its prudent and normal use, the Lessee shall indemnify the Lessor for the cost of its repair;

2.16 The Lessee is responsible for the payment of the damages caused to the top (understood as roof, ceiling, hood, etc.) and lower (understood to be crankcase, axles, suspensions, protections, shields, etc.), as well damages caused to the vehicle interior (understood as the entire cabin, trunk, cargo box, etc.) as long there is no collision;

2.17 Notwithstanding the preceding paragraphs, in the case of goods rental vehicles, the Lessee is responsible for all damages caused to the upper and lower parts of the vehicle body, even if these are caused by the impact on trees, balconies, bridges or other obstacles, as well for all damages inside, both of the cargo box as the level of the passenger compartment, and cannot plead the bad quality at the levels of the roads where the rented vehicle circulates;

2.18 The Rental Contract will be considered automatically resolved, without the need for the legal recourse, if the vehicle that constitutes its object is used under conditions that constitute a violation of the same;

2.19 In the case referred to in the preceding paragraph, in addition to the automatic resolution of the Rental Contract, the Lessor reserves the right to recover the vehicle at any time, without the need for prior



notice, and being the charges, expenses and respective losses of different kind's sole responsibility of the Lessee.

### **3rd Clause**

#### **(Use of the vehicle)**

3.1 The Lessee may not make any modifications or alterations to the vehicle, namely the removal of advertising or commercial from the Lessor, nor install accessories on it or place advertising or commercial mentions without prior written authorization from the Lessor, under penalty of being considered a possessor in bad faith, under the terms of article 1275.<sup>º</sup> of the Civil Code, as well as being prevented, as of now, from the following situations, namely:

- a) Drive in places that are not suitable for car traffic, such as beaches, car circuits, forest paths, private roads, dirt roads or gravel roads;
- b) Drive on unpaved or paved roads but with serious deficiencies that can cause damage to the bottom of the vehicle covered by the Rental Contract;
- c) Drive with the vehicle object of the Rental Contract in restricted areas, more specifically on airport runways and other routes associated with the use of civil aviation and military aviation;
- d) Neglecting the information transmitted on the instrument panel of the vehicle that is the object of the Rental Contract or warning signs and that the Lessee claims to know with the signing of the Rental Contract;

e) Transport a number of people or amount of luggage, as well as merchandise higher than authorized for the vehicle covered by the Rental Contract;

f) Violate, manipulate or intervene in the odometer, and the Lessor is now authorized to charge the Lessee 500 kilometers per day, at the current Base Rental Rate, in the event of such occurrence. If the odometer breaks down, the Lessee must immediately inform the Lessor;

3.2 The Lessee undertakes, from now on, not to allow the vehicle to be driven by people who are not identified in the specific conditions of the Rental Contract or in a document(s) attached to it;

3.3 The Lessee may only use the vehicle object of the Rental Contract within the Portuguese Territory (Mainland only), unless it has express authorization from the Lessor. In the event that the Lessor authorization, in writing only, the vehicle to leave the portuguese mainland, the Lessee will have to pay a supplement called the Frontier Line that will be proportional to the number of kilometres authorized for the entire rental. On the back of the Duplicate of the Rental Contract, the steps corresponding to the amount to be paid by the Lessee are mentioned. That is, the list of the contracted automobile group, the range of kilometres allowed to travel and the amount to be paid. In the event that the Lessor detects that the Lessee has left the portuguese mainland without prior notice of the latter, that is, at the time of the execution of the Rental Contract and without the express and written authorization of the Lessor, the Lessee will have to pay a penalty fee that it is also mirrored on the reverse side of the Rental Contract. If the Lessee exceeds the limit of kilometres allowed to travel, he will have to pay additionally the value of the extra kilometre that is referred to in the Particular Conditions of the Rental Contract. It is



prohibited to move the vehicle covered by the Rental Contract to any of the following countries / regions, namely: Albania, Algeria, Belarus, Bosnia Herzegovina, Bulgaria, Cyprus, Croatia, Slovenia, Estonia, Greece, Hungary, Balearic Islands, Canary Islands, Iran, Iraq, Iceland, Israel, Latvia, Lithuania, Macedonia, Malta, Morocco, Moldova, Lithuania, Macedonia, Malta, Morocco, Moldova, Montenegro, Poland, Czech Republic, Slovak Republic, Romania, Russia, Tunisia, Turkey and Ukraine;

3.4 The Lessee undertakes not to use or to allow the use of the vehicle in the following situations:

- a) To carry out public transport of passengers or commercial or other in exchange for any compensation or remuneration;
- b) For use of the vehicle in sports events or training, whether these are official or not;
- c) For the transportation of goods or animals in violation of customs or tax regulations or that for any other reason such conduct is illegal;
- d) To push or pull any vehicle or trailer;
- e) By anyone under the influence of alcohol, narcotics, narcotic drugs or any other substance that directly or indirectly reduces their ability to react;
- f) For the transportation of passengers or goods in violation of the characteristics of the vehicle contained in the Automobile Document / Registration Certificate of the same;

3.5 The Lessee is hereby prevented from subletting, sub renting, lending or giving away, in whole or in part, in any form or business, the rights arising from the Rental Contract;

3.6 The Lessee undertakes to properly close and lock the vehicle, in his absence, without leaving inside the documents relating to it or any other objects likely to cause and incite theft, robbery or damage to the vehicle. When travelling with the vehicle object of the Rental Contract, the Lessee must always maintain his physical integrity, as well as of the other eventual passengers, making sure, directly and indirectly, that the vehicle remains in due safety conditions. The Lessor declines, from now on, any responsibility in the event that the Lessee leaves visible objects inside the vehicle and they are liable to theft or robbery, namely luggage and / or merchandises;

3.7 The Lessee undertakes to deliver the original key and the documents of the vehicle object of the Rental Contract in the event of theft. It is also obliged to present documentary evidence of the complaint / report of the theft or robbery made with the Police Authority of the area where it occurred, otherwise the T.W. cover has no effect;

3.8 The Lessee undertakes to check the oil and water levels, to use the appropriate fuel, and in case of introduction of a different fuel used by the vehicle object of the Rental Contract, he is responsible for the expenses inherent to the full replacement of the fuel, dismantling and washing the tank, tuning the engine and other damage to the vehicle, as well as the trailer;

3.9 The loss or destruction, in whole or in part, of documentation, accessories and the vehicle key object of the Rental Contract constitute the Lessee's obligation to indemnify the Lessor for inherent losses, namely the expenses arising from the issuance of duplicates, including administrative expenses by the Lessor;



3.10 The Lessee, the driver and all other passengers are expressly prohibited from smoking or lighting fires inside the vehicle that is the subject of the Rental Agreement, meaning in the entire passenger compartment and/or in the cargo area, and will automatically be subject to a fine of €184.50 (VAT included) by the Lessor.

#### **4th Clause**

##### **(Extension of the Rental)**

4.1 The Rental Contract ends on the day specified in the particular clauses of the same;

4.2 If the Lessee wishes to extend the rental period, he should go to the Lessor's premises at least 24 hours in advance and obtain a new Rental Contract or an equivalent document of equal value, thus extending the rental period;

4.3 Such extension will always be subject to the approval of the Lessor;

4.4 The Rental Contract is subject to automatic renewal(s) or extension(s), the lack of payment of any benefits / rents / tuitions will enable immediate termination of the Rental Contract by the Lessor;

4.5 The authorized extension(s) by the Lessor may involve the maximum number of kilometers, if applicable, during the rental period set out in the particular conditions of the Rental Contract;

4.6 If the Lessor does not agree / accept to extend the Rental Contract, the Lessee undertakes to deliver the vehicle on the date previously agreed.

## **5th Clause**

### **(Maintenance and Repair of the Vehicle)**

- 5.1 If you realize that there is a mechanical problem in the vehicle, the Lessee undertakes to immobilize it immediately and to contact the Lessor;
- 5.2 In case of the vehicle is immobilized due to mechanical damage, repairs can only be made with the prior written agreement of the Lessor and in accordance with the instructions given by the Lessor;
- 5.3 Any trailer expense, inside or outside the country, due to misuse of the vehicle covered by the Rental Contract, will always be the Lessee's responsibility;
- 5.4 In case of breakdown and impossibility to continue the march, the Lessee must contact the Lessor, as indicated in point 5.1., and, subsequently, the Travel Assistance. The Allianz Portugal Insurance travel Assistance contact is the following: 800 201 833 (national call) and, for the calls from abroad (+351) 213 129 210 (national call).

## **6th Clause**

### **(Insurances)**

- 6.1 The Lessee, while doing the Rental Contract, is taking advantage of the Civil Liability Insurance (RC) worth €50,000,000.00, of the respective Travel Assistance (AV) and the Own Damage Insurance (DP) / Collision Damage Waiver (CDW) in the Base Rental Rate. The rent implies, as a rule, an excess deposit assumption. At the Base Rental Rate, RC+AV+DP/CDW, an excess deposit is already incorporated, namely the Minimum Excess Deposit, which varies according to the

type of vehicle and/or car group, constant in the conditions particulars of the Rental Contract. The activation of the excess deposit always takes place when it is the responsibility of the Lessee possible damages (i.e.: accident, incident, etc.) that the vehicle object of the Rental Contract may suffer during the rental period;

6.2 In addition to the previous point, the Lessee can also hire the following insurances/coverages:

- a) Own Damage Plus (DP Plus) / Intermediate Collision Damage Waiver (ICDW) - It covers all damages caused to the vehicle, being the Lessee subject to the payment of a Demandable Excess Deposit Reduced in 50 percent compared to the Demandable Excess Deposit (DP / CDW), variable according on the type of vehicle and / or group automobile, constant in the particular conditions of the Rental Contract. The Lessee is obliged to provide a deposit, in credit card, depending on the type of vehicle and / or car group, mentioned / contained in the Particular Conditions of the Rental Contract;
- b) Own Damage Plus Extra (DP Plus Extra) / Extra Collision Damage Waiver (ECDW) - It covers all damages caused to the vehicle, being the Lessee subject to the payment of a Demandable Excess Deposit Reduced in 75 percent compared to the Demandable Excess Deposit (DP / CDW), variable according on the type of vehicle and / or group automobile, constant in the particular conditions of the Rental Contract.
- c) Own Damage Hiper Plus (DP Hiper Plus) / Super Collision Damage Waiver (SCDW) - Covers all damages caused to the vehicle, extinguishing any amount of the Demandable Excess Deposit, in the event of a third-party claim, even if you are responsible for the same, except for those provided for in number 6.9. You can only benefit from this coverage the Renter aged 25 years or older and who have a driving

license for more than one year. The car groups relating to the commercial vans are fully excluded of this coverage;

- d) Theft or Robbery (FR) / Theft Protection (TP) / Theft Waiver (TW) - It covers total or partial theft and robbery of the rental vehicle. The Lessee is always subject to the payment of the Demandable Excess Deposit for CDW insurance, regardless of having contracted one of the insurance supplements ICDW, EDCW, SCDW (only for the passenger vehicles) or any type of insurance supplement. In the event that the theft or total or partial theft of the rented vehicle and the Lessee has not contracted TW coverage, the Lessee is obligated to indemnify the Lessor for the commercial value of the vehicle, at the time of the occurrence, plus the administrative expenses resulting from the process, any interest on late payment and other charges / expenses;
- e) Personal Accidents for all occupants, including the Driver (APO) / Personal Accident Insurance (PAI) - It covers personal accidents of the driver and / or occupants of the vehicle object of the Rental Contract, whose maximum amounts are €1,500.00 for reimbursement of treatment expenses and €15,000.00 in the event of death or disability;
- f) Broken Glass Coverage (QIV) / (BGC) - It covers the isolated glass break with an insured capital of €1,000.00. The Lessee is responsible for the payment of the damages caused to the windows, including windshield, if there was any proof of negligence or intentional deceit by the same. If the value of the repair / replacement of the glass(es) exceeds €1,000.00 the Lessee is always responsible for the payment of the difference;

6.3 The Lessee undertakes, in case of an accident, to have the following procedures:

- a) To report immediately to the Police Authorities any accidents, theft, robbery or any other claims, so that they take account of the occurrence and produce the respective document / report;
- b) Participate to the Lessor, preferably in person, any accidents, theft, robbery or any other claims within the maximum period of 24 hours for it to take knowledges and due diligence in order to provide and safeguard the interests of both parts (Lessee and Lessor);
- c) Obtain all names and addresses of the persons and witnesses involved and properly complete the Friendly Declaration of Automobile Accident (DAAA) for delivery within a maximum period of 24 hours to the Rental Company;
- d) Do not leave the vehicle without taking proper measures to protect and safeguard it;
- e) Do not assume/take any responsibility or plead guilty in case of an accident, which may imply direct responsibility of the Lessor or indirectly of the Lessee;
- f) To call immediately to the Lessor, providing later, within 24 hours, a detailed report of the accident, handing over the Friendly Declaration of Automobile Accident (DAAA), and then provide the accident auto/occurrence report made by the Police Authorities. The payment of the latter document to the Police Authorities is the sole responsibility of the Lessee;

6.4 In case of accident of the vehicle object of the Rental Contract, the Lessee is responsible for an Excess Deposit, depending on the type of insurance contracted (CDW, ICDW, ECDW, etc.) relating to the damages caused in the vehicle, up to the amount established in the particular conditions on the date of conclusion of the Rental Contract.



Except in case of the Lessee hires the SCDW insurance. In the event of theft or robbery of the vehicle object of the Rental Contract, the Lessee is always responsible for a Demandable Excess Deposit for the CDW insurance, regardless of having contracted one of the insurance policies that reduce or extinguish the Deductible Excess Deposit or any other type of insurance supplement. In the event of occurring the theft or robbery, total or partial, of the rented vehicle and the Lessee has not contracted TW coverage, the same is obliged to fully indemnify the Lessor for the commercial value of the vehicle, at the time of the occurrence, plus expenses administrative costs arising from the process, any late payment interest and other possible charges/expenses;

6.5 The Lessee will not be responsible for all loss or damages caused to the vehicle if it has previously contracted with the Lessor the payment of the CDW insurance (damages to the vehicle with Demandable Excess Deposit) or the payment of the ICDW insurance (damages to the vehicle with Demandable Excess Deposit reduced by 50 percent) or the payment of ECDW insurance (damage to the vehicle with Demandable Excess Deposit reduced by 75 percent), and in these cases he is responsible only for the payment of the demandable Excess/Deposit and longer be suppressed in effect at every moment and constantly under the General Terms of the Rental Contract, except in case of theft or robbery, which he is always responsible for the Demandable Excess Deposit of the CDW insurance related to the respective vehicle object of the Rental Contract;

6.6 Only the Lessee may use the insurance coverages CDW, ICDW, ECDW, SCDW, TW, PAI and QIV;

6.7 Even if the Lessee subscribes the CDW, ICDW, ECDW or SCDW, all damages arising from the misuse of the vehicle object of the Rental Contract shall be his sole responsibility;

6.8 If the Lessee contracts the SCDW, the damage caused to the vehicle due to a collision will be covered by the respective insurance since he presents the DAA with the identification of the third part involved in the damages caused to the vehicle. In the case of damages caused by theft or robbery, accidental fire or vandalism, the Lessee is obliged to present to the Lessor the complaint/report of the occurrence made to the competent Police Authorities, under penalty of the SCDW insurance has no effect;

6.9 The SCDW does not cover directly in the vehicle object of the Rental Contract the damages caused to the tires (meaning hole, bursting, track, chipping, etc.) rims and wheel trims, upper parts (meaning roof, ceiling, hood/bonnet, etc.) and lower (meaning crankcase, axles, suspensions, protections, shields, etc.) as well as damages caused inside the vehicle (meaning entire passengers compartment , trunk, cargo box, etc.) and exterior mirrors, mirrors, glasses, unless contracts QIV coverage, clutch, gearbox, engine, turbo and other mechanical and/or electronic components, front and rear lights, side blinkers, dents, scratches, charging of the vehicle battery, etc. and the days of immobilization of the same until its repair;

6.10 In case of accident due to speeding, negligence, driving under the influence of alcohol, narcotics or any other products that diminishes the ability to drive, the Lessee shall be responsible for all costs of repair and the corresponding downtime to the crashed vehicle;

6.11 The vehicle object of the Rental Contract is only covered by insurance hired during the period agreed on the Rental Contract, unless



there is an automatic renewal or extension thereof in accordance with these general conditions, the Lessor declines from now on, all liability for any or accidents caused or that can be caused by the Lessee beyond the agreed time of the Rental Contract, this being solely responsible of the same.

## **7th Clause**

### **(Payments)**

7.1 The Lessee is expressly obliged, to pay the due amounts, arising from the conclusion of the Rental Contract, to the Lessor, as soon as it is required, namely the following:

- a) The due price for the rental of the vehicle object of the Rental Contract depending on the rental period and respective mileage calculated according to the particular conditions set out in the Rental Contract;
- b) Any and all charges relating to the reduction (ICDW or ECDW) or the extinction of the Excess (SCDW), Personal Accident insurance (PAI), Theft or Robbery insurance (TW) and any other coverage and supplements, as well as the applicable amounts in accordance the particular conditions of the Rental Contract;
- c) All taxes and incident fees on the rental of the car or the amount set by the Lessor for the refund of these taxes;
- d) All costs supported by the Lessor arising from the collection of outstanding payments by the Lessee as a result of the Rental Contract, including fees of Lawyers, Enforcement Agents, etc;

7.2 Any invoice or accounting documents not paid on the due date will be increased by default interest at the maximum legally permitted Rate, as well as subject to a 20% increase as a penalty clause and compensation for damages suffered;

7.3 In the event of an accident and in the event that it is the responsibility / fault of the Lessee, he will pay, as administrative expenses with the respective claim process €123.00 (one hundred twenty three euros);

7.4 If for a reason outside the Lessor, the vehicle subject of the Rental Contract is immobilized/paralyzed, the same will ask the Lessee or any Entity / Institution connected, directly or indirectly, for compensation, whether or not the Rental Contract has been terminated;

7.5 The Lessee, in order to guarantee compliance with the obligations arising from the Rental Contract, will provide a certain deposit for the amount referred to in the Particular Conditions, which will be used in particular to pay for missing fuel; extra rental day(s); extra mileage; one-way, i.e., return at a station other than the pick-up station, when not included in the initial reservation; penal clauses; late payment interest; indemnities; fines; fines; against ordinances; violations of the Highway Code and other expenses, including administrative expenses related to notifications from the concessionaires of ex scuts and Via Verde, S. A., as well as for partial or total payment, depending on the value of the damage, of the activation of the contractual excess deposit;

7.6 The Deposit amount is always equal regardless if you contract the Deductible Excess Deposit (CDW), one of the Reduced Excess Deposit (ICDW and ECDW) or the Excess Deposit Extinction (SCDW);



7.7 The mentioned Deposit must be made by blocking the credit card or any other method that the Lessor deems valid and viable. The credit card details are provided cordially and kindly by the Lessee or Guarantor to the Lessor;

7.8 As a preventive measure, the Lessor provides, from now on, that the Deposit provided is withheld up to a maximum period of 30 days after the return date of the vehicle subject to the Rental Contract;

7.9 The Lessor will not refund the Deposit amount provided by the Lessee until the time of verification of the returned vehicle (physical check-in of the vehicle), that was object of the Rental Contract where there is one or more of the following situations, namely:

- a) Adverse weather conditions (meaning rain, snow, storm, wind, etc.);
- b) Vehicle in bad condition for the purpose of evaluation, including the level of interior, lower, upper and outer dirtiness;
- c) Damaged and/or accident vehicle that prevents impartiality, rigor and accuracy in assessing the possible damages;
- d) When the Lessee puts pressure on the employee to make a superficial, quick and less careful evaluation, putting into question the professionalism and the rigor in the respective verification of the vehicle subject of the Rental Contract;

7.10 The Lessee and the Guarantor expressly authorize the Lessor to fill in and debit the aforementioned credit card for the amounts due exclusively arising from the Rental Contract;

7.11 The Lessor, despite the provisions of the previous number, may also require the Lessee to present one or more Guarantors for the



Rental Contract to be effective. If the Lessee does not meet this requirement, the Lessor declines the rental;

7.12 The guarantor(s) subscribing to the Rental Contract, identified in the particular and general conditions of the Rental Contract or in a document attached thereto, forming an integral part thereof, assume(s) the obligation to main payer(s), guarantee(s) and are jointly and severally liable for all obligations arising from the Rental Contract;

7.13 The Guarantor(s) waives, as of now, the benefit of the Foreclosure provided for in article 639.<sup>º</sup> of the Portuguese Civil Code.

## **8th Clause**

### **(Toll Services)**

The Lessor automatically makes available to the Lessee, through the Base Rental Rate, the Toll Management Service that ensures the timely and secure payment of the toll fee(s) due by the Lessee for the use of Portuguese road infrastructure (motorways and bridges), including those that only have an electronic collection system.

8.1 The Lessee is responsible for the correct operation and conservation of the Via Verde Identifier (property of the Lessor or Via Verde), and under no circumstances may remove said equipment from the location where it is installed, and must notify the Lessor of any anomaly. The Lessee will be held responsible in the event that the vehicle is returned without the Via Verde Identifier, and must pay the same to the Lessor, in the amount of €73.80 + VAT = €90.78;

8.2 The Lessee, upon automatically subscribing to the Toll Service, which is already incorporated into the Base Rental Rate, authorizes the

Lessor to proceed with the collection, through debit on Credit Card or other means that it deems more convenient and appropriate, of the toll fee(s), along with the respective administrative cost(s), due to the use of the vehicle during the term of the Rental Contract, for payment to the Toll Collection Entities of the toll fee(s). The aforementioned charge(s) may be made up to 30 days after the end of the Rental Agreement, in cases where the toll fee(s) is only made available(s) within this period to the Lessor. By automatically subscribing to the Toll Service, the Lessee subscribes to the respective service for the amount of €1.81 + VAT = €2.23 per day, up to a maximum of €18.12 + VAT = €22.29, plus obviously the respective value of the tolls. (Ordinance No. 190/2013 of May 23);

8.3 By automatically joining the Toll Service, if the Lessee subsequently refuses or prevents the Lessor, in any way, from receiving payment of the toll fee(s) and other associated costs, the Lessor, under the terms of the law and upon consent and express and clear authorization of the Lessee, may identify the driver of the vehicle object of the Rental Agreement with the competent authorities for the purposes of the respective collection and administrative offense process, always in strict compliance with Portuguese law, being the Lessee is also responsible for the amounts that the Lessor or other external entities incur with the same, on the one hand, or, then, is hereby informed that the Lessor before the Lessee will try to coercively receive the toll fee(s) and other associated costs and charges, resorting, if necessary, to existing judicial mechanisms in Portuguese jurisdiction, on the other hand;

8.4 The Lessee can get information related to the e-Toll through the Department of Toll Service Management contacting through the no. (+351) 916 514 777 (national mobile call) and (+351) 223 205 857

(national call) or through e-mail for the address [portagens@ecomobile.pt](mailto:portagens@ecomobile.pt).

## **9th Clause**

### **(Fuel Policy)**

The Lessee can contract one of 3 solutions that the Lessor makes available.

9.1 In solution no. 1 - Full Deposit -> Empty / Full -> Empty Tank, the Lessor delivers the vehicle object of the Rental Contract with the deposit full to the Lessee. The Lessee has to pay the amount corresponding to the solution presented, by the car group which belongs to the vehicle object of the Rental Contract. The solution conditions no. 1 Full Deposit -> Empty / Full -> Empty Tank are the following:

- a) E00; E00A; W01; X01B; 2001; 2003; 2003+ Groups - €150.00 (taxes included); SUVEA; SUVEAH; Y01; Z01L; Z01LPlus; 4001L Groups - €200.00 (taxes included); 4003-H2; 4003Aut-H2; 4003; 4004; 4004RD; 6001L3CSRS; 6001L3CSRD; 6001L3CDRS; 6001L3CDRD; 6001L4CSRS; 6001L4CSRD; 6001L4CDRS; 6001L4CDRD; 6001L5CSRS; 6001L5CSRD; 6001L5CDRS; 6001L5CDRD and all groups starting with "6001" - €230.00 (taxes included); other Car Groups contact *Ecomobile* - *Rent a Car* Commercial Services;
- b) The Lessee will not have to refill the vehicle object of the Rental Contract before returning the same to the Lessor. That is, you can return the vehicle object of the Rental Contract with the fuel level you have at the time of return, even in the booking;

c) The solution "Full Deposit -> Empty / Full -> Empty Tank" already includes the fuel due to the rented car, the personal service of the Lessor for refueling both at the time of delivery (Check-out) as at the time of return (Check-in), any fee(s) of refueling and taxes at the Legal Rate;

d) If the Lessee returns the vehicle object of the Rental Contract with fuel that has not been used, the Lessor will not refund in any case. The Lessee will also not be entitled to any type of refund if he has refueled in a particular service station or oil products mark for a value lower than that he previously contracted with the Lessor;

9.2 If the Lessee does not contract the "Full Deposit -> Empty /Full -> Empty Tank" solution or the "Full Deposit -> Flex / Full -> Flex Tank" solution the Lessee is facing with solution no. 2 "Full Deposit -> Full / Full -> Full Tank", in which he is responsible for always returning the vehicle with the same fuel level it had when delivering the vehicle object of the Rental Contract. As a rule, all vehicles are rented with the full tank. In solution no. 2, the Lessee is required to provide a fuel deposit, in cash or credit card, through the contracted car group, and, at the time of returning the vehicle to the Lessor, he is obligated to deliver a proof of refueling the fuel from a service station within a maximum radius of 10 kilometers from the place of return with the respective registration number. When the vehicle is returned with lower fuel level that it had on delivery, it will be charged to the Lessee the importance of the missing fuel plus any expenses / costs. The Lessor may require the payment of a fee / supplement to the Lessee by the vehicle's refueling up to a maximum value of €30.00 (thirty euros). The fuel deposits per car group for the solution "Full Deposit -> Full / Full -> Full Tank" are the following:



E00; E00A; W01; X01B; 2001; 2003; 2003+ Groups - €160.00 (taxes included); SUVEA; SUVEAH; Y01; Z01L; Z01LPlus; 4001L Groups - €210.00 (taxes included); 4003-H2; 4003Aut-H2; 4003; 4004; 4004RD; 6001L3CSRS; 6001L3CSRD; 6001L3CDRS; 6001L3CDRD; 6001L4CSRS; 6001L4CSRD; 6001L4CDRS; 6001L4CDRD; 6001L5CSRS; 6001L5CSRD; 6001L5CDRS; 6001L5CDRD and all groups starting with "6001" - €240.00 (taxes included); other Car Groups contact *Ecomobile – Rent a Car* Commercial Services;

9.3 If the Lessee does not contract the solutions "Full Deposit -> Empty /Full -> Empty Tank" and "Full Deposit -> Full / Full -> Full Tank" there's still solution no. 3 – "Full Deposit -> Flex / Full -> Flex Tank" in which the Lessee receives the vehicle with the fuel deposit full and when returning it will not have the responsibility to refueling the fuel tank. You can return the vehicle with the fuel level that has at the time of return and the Lessor will be responsible for the refueling of the same, debiting the Lessee's Credit Card with the amount corresponding to the refueling plus the respective fee/supplement of the service with a maximum value of €16.00 (taxes included). This solution implies that the Lessee provides the Credit Card data for the subsequent debit of the fuel refueling and the refueling service fee/supplement in the maximum amount of €16.00 (taxes included) by the Lessor.

## **10th Clause**

### **(AdBlue® Policy)**

10.1 The Lessor advises that the Lessee must return the vehicle with a full tank of AdBlue® for any rentals lasting 28 days or more. If the vehicle is not returned with a full tank of AdBlue®, the Lessor will charge the



Lessee for the cost of filling the vehicle plus a service charge in accordance with the applicable price list at the time of rental. The applicable price list is displayed on the Lessor's premises and website. For rentals lasting 27 days or less, the Lessor will handle the AdBlue® refill variably, charging, depending on the number of kilometers travelled, the AdBlue® value plus a refueling fee. The applicable price list is displayed at the Service Station/Desk and on the Rental Company's website;

10.2 When picking up the rented vehicle, the Lessee must ensure that the AdBlue® tank is always sufficiently full;

10.3 The Lessee and/or its Agents/Drivers/Representatives are fully responsible for the breach of the aforementioned obligation during the rental period;

10.4 The Lessee shall indemnify the Lessor against all claims, in particular against any penalty and warning fines, claimed by the Authorities or other Third Parties, as well as for any failure/error in filling the AdBlue® tank.

## **11th Clause**

### **(Personal Information)**

11.1 The Lessee provides at the beginning of the Rental Contract, his personal information, the Guarantors(s) and Driver(s) of the vehicle, for respective effects of their identification within the scope of the same, expressly authorizing the Lessor to proceed to the informatics treatment of the same. The Lessor, in order to guarantee, to give credibility and to attest the veracity of such data, which are provided willingly by the Lessee, or with their own consent, always requests the original of the personal documents, being his sole responsibility the



legality of the same, which may eventually be on paper or in digital format. If the Lessee refuses to provide the originals of his personal documents, the Lessor is not obliged to provide any type of service, namely the execution of a Rental Contract, not being obliged to refund, reversal or indemnity of any monetary value;

11.2 Pursuant to Regulation (EU) 2016/679 Of the European Parliament and of the Council of 27th April, 2016 (RGPD) the Lessor informs the following:

- a) The entity responsible for the processing of the personal data provided under the Rental Contract is *Ecomobile – Aluguer de Veículos Automóveis, Sociedade Unipessoal, Lda.*, headquarter at Rua da Aldeia, 375, Paços de Brandão, 4535-279 Paços de Brandão Vfr;
- b) The processing of the personal data is for the purpose of concluding and executing the Rental Contract pursuant to paragraph b) of no. 1 of the article 6.<sup>º</sup> of RGPD;
- c) The personal data may be transmitted to third parties in order to ensure compliance of any legal obligations to which the Lessor is subject, under the terms to paragraph c) of no. 1 of the article 6º of RGPD, namely to judicial authorities, criminal police bodies, tax and customs authorities and regulatory bodies;
- d) Personal data may be processed for other purposes, for which the holder has given express consent to the Lessor;
- e) The Lessor will keep the personal data processed for the period necessary for the provision of the services, respective billing and compliance with legal obligations;

11.3 At any time, the holder of the personal data has the right to access the same, as well as, within the limits of the Rental Contract and the

RGPD, to change them, oppose their treatment, decide on their automated treatment, withdraw consent, request the deletion of the data and exercise the other rights provided for in the legislation in force (except for the data that are indispensable for the execution of the Rental Contract, and as such are mandatory, as well as for compliance of legal obligations to that the Lessor is subject to). The Lessee may exercise the right to access, rectify or delete their data when they request it through a written document sent by email to the address [apoio.clientes@ecomobile.pt](mailto:apoio.clientes@ecomobile.pt) or by registered letter to the address Rua da Aldeia 375, 4535-279, Paços de Brandão Vfr;

11.4 In case you withdraw your consent, it does not compromise the legality of the treatment carried out up to this date;

11.5 The data subject has the right to be notified, under the terms provided for in the RGPD, in case that occurred a breach of their personal data likely to imply a high risk for rights and freedoms, and may file complaints before the authority(ies);

11.6 The Personal data may be transmitted to third parties that provide services to the Lessor, whenever such services imply the communication of data contained in the Rental Contracts;

11.7 The items that must be expressly consented to by the Lessee in a clear, explicit and direct manner are the following, namely:

a)  I became aware that the vehicle subject to the Rental Contract may be equipped with a geo-referencing device (GPS) and I authorize that the same may be used in case of breach of the Contract and / or border crossing;

b)  I authorize that my data to be provided to third parties for marketing purposes;

c)  I automatically subscribe to the Via Verde Management Service, which is already included in the Base Rental Rate provided by the Lessor. This service allows, through the use of an Identifier, owned by *Ecomobile – Aluguer de Veículos Automóveis, Sociedade Unipessoal, Lda.* or Via Verde, determine the value of the toll fee with a view to its collection within the scope of the electronic toll services available on road infrastructures duly equipped for the purpose, the Lessee being solely responsible before the Lessor for the full payment of the same amount during the term of the Rental Agreement. For payment purposes, the Lessee must provide a valid credit card, at least for a period of 30 days, ensuring a sufficient balance in the corresponding bank account to meet the payments due, whose debits may occur at a time consequent to the detection of use of the previously mentioned road infrastructures, accepting that debits may occur during and after the end of the Rental Agreement, provided that the use of the road infrastructures has occurred during its term. The Lessee is also responsible for the correct functioning and preservation, in perfect conditions, of the Via Verde Identifier, under no circumstances being able to remove said equipment from the place where it is installed, and must notify *Ecomobile – Aluguer de Veículos Automóveis, Sociedade Unipessoal, Lda.* any anomaly or go to a Via Verde Service Point to solve it. The non-subscription to this service implies cannot be applied, as the Base Rental Rate proposed by the Lessor already automatically incorporates the Via Verde Management Service.

## **12th Clause**

### **(Infractions)**



- 12.1 The Lessee is obligated to refund to the Lessor the values of any fines / administrative infractions that it has paid as a consequence of unlawful conduct practiced by it;
- 12.2 In addition, to the amount of the aforementioned fine, €25.00 (twenty five euros) or €35.00 (thirty five euros) for each notification of administrative expenses, as specified in point 12.3;
- 12.3 In the event that the Lessor is notified, by any public or private entity, solely to identify the Lessee, he undertakes to pay, as administrative expenses, the amount of €25.00 (twenty five euros) for each notification for payment of charges referring to the non-payment of passage (s) in portico (s) of ex-Scuts, transgressions, violations of the Highway Code, among other fines or administrative infractions and the amount of €35.00 (thirty five euros) for each notification to payment of administrative expenses arising from passage (s) on Via Verde (Toll Device) without payment, among other situations evidenced by negligence or intentional intent.

### **13th Clause**

#### **(Litigation)**

- 13.1 The losing party will bear the expenses arising from such litigation including the fees of the legal representatives that the other party has taken;
- 13.2 The parties agree the mentioned addresses indicated in the Rental Contract for any contact, namely, for the purposes of summons or judicial or extrajudicial notifications, being obliged to notify the other party of any change;



13.3 The Rental Contract is made in accordance with the laws of the country in which is signed and is governed by them, giving the parties to the handwritten signature made digitally or by any biometric, digital or electronic means of evidence identical to that of a written document;

13.4 Any and all changes to the terms and conditions of the Rental Contract and which they have not been agreed in writing, are void and have no effect;

13.5 Unless otherwise provided by law, the parties agree to establish the jurisdiction of the municipality of Santa Maria da Feira to resolve any conflicts arising from the Rental Contract, with the express exclusion of any other;

13.6 Pursuant to Law no. 144/2015, of 8th September 2015, the Lessor discloses that it is a member of the Porto Arbitration and Consumption Information Center (CICAP); Address: Rua Damião de Góis, no. 31, Loja 6, 4050-225 Porto, Phones.: +351. 225 508 349 (national call) | +351. 225 029 791 (national call); Fax: +351 225 026 109 (national call); E-mail: [cicap@cicap.pt](mailto:cicap@cicap.pt); Website: [www.cicap.pt](http://www.cicap.pt); and the National Consumer Conflict Information and Arbitration Center (CNIACC); Address: Rua D. Afonso Henriques, no. 1, 4700-030 Braga; Phone.: +351 253 619 107 (national call); Fax: +351 --- --- ---; E-mail: [geral@cniacc.pt](mailto:geral@cniacc.pt); Website: [www.cniacc.pt](http://www.cniacc.pt). More information on the Consumer Portal at [www.consumidor.pt](http://www.consumidor.pt) and on the official website [www.ecomobile.pt](http://www.ecomobile.pt);

## **14th Clause**

### **(Information and Clarifications)**



14.1 The Lessor informs that the current General Rental Terms are available on its official website [www.ecomobile.pt](http://www.ecomobile.pt);

14.2 The Lessee acknowledges that all clauses contained in the Rental Contract were timely and expressly communicated and explained, and that he was aware of them, so he signed it.