

## **Terms of Use of the site**

The site is published by Europcar Mobility Group, 1 Great Central Square, Leicester, LE1 4JS (hereinafter "Europcar").

## **Acceptance of the Terms & Conditions**

Please read these Terms & Conditions carefully before using the Europcar.co.uk website or making reservations. They can be accessed via the hyperlink on the footer of each page on our website. You are advised to print them out and keep a copy.

Use of the Europcar.co.uk website implies acceptance without reserve of these Terms & Conditions, which include our Privacy Policy.

These Terms & Conditions are in addition to the special conditions valid for each type of product or service offered on the site.

## **Use**

You undertake:

- (a) not to use the Europcar.co.uk website for illegal purposes or purposes that may damage the rights of Europcar International or third parties, and in particular, not to use the site to distribute damaging or illegal information, or information that is distasteful, discriminatory or offensive towards Europcar International or third-parties;
- (b) not to disrupt access to the Europcar.co.uk website, access Europcar International's computer systems, modify the site, use it to transmit computer viruses, hacking attacks, computer worms, etc, or commit misdemeanours likely to be qualified as computer crimes;
- (c) not to infringe any patent, trade mark, trade secret, copyright, database right or other intellectual property rights of any person or entity;
- (d) not to impersonate any person or entity, including, but not limited to, a Europcar official, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (e) to comply with these general conditions of use.

If you do not comply with these obligations, Europcar International reserves the right to immediately prohibit and block access to its website and to its network without damages.

## **Information on the Site**

While Europcar has made every effort to ensure that the information contained in the Europcar.co.uk website is correct at the time of going live, Europcar cannot be held responsible for any errors or omissions or any information which may be incomplete, inaccurate or may have become out of date.

## **Intellectual Property / Copyright and trademark notice**

The copyright and all proprietary rights in the Europcar.co.uk website and all content are reserved by Europcar. The material contained within the Europcar.co.uk website is the property of Europcar unless identified as belonging to third parties. The name Europcar and any other Europcar trademarks, logos or graphics displayed on the Europcar.co.uk website are registered trademarks of Europcar or its affiliates. Other company and product or service names displayed on the Europcar.co.uk website may be the trademarks of their respective owners.

You are not granted any right or licence to use any trademarks and therefore agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the content of the Europcar.co.uk website and/or the products and services offered on the Europcar.com website in whole or in part.

## **Links to third parties websites**

There are several places throughout Europcar.co.uk that may link you to other websites that do not operate under Europcar.co.uk information privacy practices. When you click through to these websites, Europcar.co.uk information privacy practices no longer apply. We recommend that you examine the privacy statements for all third party websites to understand their procedures for collecting, using, and disclosing your information.

## **Disclaimer of Warranty**

Your use of the Europcar.co.uk website is at your sole risk. This website is provided on an "as is" and "as available" basis. Europcar makes no warranty or representation that (i) the site will meet your requirements, (ii) it will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of Europcar.com will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors will be corrected. You will be solely responsible for any damage to your computer system or loss of data that results from the use of the site. No advice or information, whether oral or written, obtained by you from Europcar or through or from the Europcar.co.uk website will create any warranty or other obligation not expressly stated in the relevant terms and conditions. Although reasonable precautions are taken to protect the security and integrity of wireless internet and network access, Europcar cannot guarantee that use of a wireless connection will be secure. Accordingly, you agree to use such services at your own discretion and risk and acknowledge that you are solely responsible for any damage to your computer system or loss of data that results. To the fullest extent permitted by applicable law, Europcar expressly disclaims all warranties, conditions and other terms of any kind, whether express or implied, including, but not limited to any implied term of merchantability, satisfactory quality, fitness for a particular purpose, and any term as to the provision of services to a standard of reasonable care and skill or as to non-infringement of any intellectual property right.

## **Limitation of Liability**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set out in this article may not apply. In particular, nothing in these Terms & Conditions will affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from the negligence or fraud of Europcar. You expressly acknowledge and agree that Europcar, its officers, directors, employees will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Europcar has

been advised of the possibility of such damages), resulting from use of the Europcar.co.uk website. You expressly acknowledge and agree that Europcar will not be liable for the use or the inability to use the Europcar.co.uk website; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Europcar.co.uk website; (iii) unauthorised access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Europcar.co.uk website.

## **Privacy Policy**

The terms of the Europcar Privacy Policy are incorporated into these Terms and Conditions. You agree to the use of personal information by Europcar in accordance with the terms of and for the purposes set forth in the Europcar.co.uk Privacy Policy.

## **Security Policy**

Europcar uses secure technology in order to safeguard personal information and financial transactions. Europcar complies with the procedures and security standards as further set out in the Europcar Security Policy.

## **General**

Any failure by Europcar to exercise or enforce any right or provision of these Terms & Conditions will not constitute a waiver of such right or provision. If any provision of these Terms & Conditions is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms & Conditions remain in full force and effect. The section titles in the Terms & Conditions are for convenience only and have no legal or contractual effect

## **Applicable Law & Competent Court**

These Terms & Conditions have been issued under French law and are accessible on [www.europcar.co.uk](http://www.europcar.co.uk) hosted on French territory. French law is applicable, and the Paris Courts have jurisdiction, to the extent provided for under article 5-1 of the Rome Convention of 1980 and Articles 14 and 15 of the Brussels Convention.

Automotive Images, Copyright [2000 – current year] izmo, Inc.

All Rights Reserved. The automotive images contained herein that are owned by izmo, Inc. are protected under United States and international copyright law. Access to and use of these images is restricted by terms and conditions of a separate license agreement. Any unauthorized use, reproduction, distribution, recording or modification of these images is strictly prohibited.