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General Terms of Trade of the Lessor for motor vehicle hire

Article 1 Conclusion and Period of the Contract

The Contract on motor vehicle hire shall be regarded as concluded by signing the Contract on motor vehicle hire by the contractual parties and shall become effective on the day of signing (hereinafter referred to as „the Contract“).

By concluding the Contract, the lessor shall transfer to the renter right for the use of a motor vehicle during the agreed upon period. The validity of the contract may be extended upon agreement of the contractual parties.

Article 2 Take-over of the Vehicle

The renter should receive vehicle (hereinafter referred to as „the vehicle“) with full tank together with registration license, car keys and alarm keys as well as other documents required for the use of the vehicle. All damages and complaints regarding rented vehicle must be applied at time of vehicle take over (before moving from the parking lot) and must be entered in Rental Agreement.

Article 3 Rental and Other Charges

The renter is liable to pay lessor the charges contained in the price list in force at the time of renting shall apply. In addition he has to pay all fines and court costs for parking, traffic or other legal violations assessed against the vehicle, renter, other driver lessor until the vehicle is returned, except where caused through fault of lessor. In the event of a delay of the renter in the payment of rental, the renter shall be obliged to pay the lessor, together with the rental, a default interest amounting to 0,06%, for each reckoned day of delay. If, upon the return of the vehicle, the fuel tank is not filled-up, the renter shall be obliged to pay the lessor a charge for the fuel tank not being filled up upon the return of the vehicle according to current price list. If the interior of the vehicle is dirty to a disproportionate extent upon the return of the vehicle, the renter shall be obliged to pay the lessor a lump-sum payment for the vehicle being dirty that amounts. The running cost for the vehicle operation during the period of hire shall be borne by the renter. The renter shall not be entitled to withhold or reduce the rental or other payments related to the hire or to set them off against the claims he may have towards the lessor. The provision above shall also apply in case that the right for responsibility for defects is exercised or other counterclaims are made.

Article 4 Rights and Obligations of the Lessee

The motor vehicle under the hire may only be driven by the renter or his/her spouse. If the renter is a legal entity, the motor vehicle may only be driven by an employee, or a member of the statutory body thereof. The renter shall be liable for the fact that the vehicle is driven only by a person capable and competent to drive motor vehicles of the same category within which the vehicle falls. The renter shall not use the vehicle: use the vehicle to engage in any motorist or sport events; use the vehicle to transport highly flammable, radioactive, toxic and other dangerous substances; sell, pledge, grant, re-hire or lend the vehicle to third parties; use the vehicle to transport passengers or property for compensation; use the vehicle to tow or drive any vehicle or trailer; use the vehicle to travel abroad without prior consent of the lessor; under the influence of narcotic, drugs or alcohol; to use the vehicle in a manner contrary to the Contract or the purpose thereof. The renter shall be obliged to use the integrated theft alarm system each time he leaves the vehicle. The renter shall be liable to the full extent for any damage caused by improper securing of the vehicle. The renter shall not be entitled to carry out any modifications of the vehicle (reconstructions or changes in the interior) nor to adapt the external look of the vehicle in any other manner without the consent of the lessor. Otherwise, he shall be obliged to provide the lessor with the compensation for the damage incurred by carrying out the above-mentioned modifications without the lessor's consent.

Article 5 Rights and Obligations of the Lessor

The Lessor is the owner of the vehicle.

Regular examinations of the vehicle required by law and repairs of the vehicle shall be done solely by the lessor. Regular examinations required by law or repairs of the vehicle by third parties shall require prior written consent of the lessor. The rental shall not be paid within the period of hire during which the renter cannot use the vehicle due to repairs of defects or damage that occurred through no fault of



the renter. The costs of repair of defects or damage that was caused by the renter and that was not compensated by an insurance company shall be paid by the renter. If the insurance company compensates the damage in part, the renter shall pay the remaining part.

Article 6 Damage, Destruction, Theft and Loss of the Vehicle and Responsibility for Damage

The renter shall be obliged to take care to prevent the damage, destruction, theft or loss of the vehicle. If the renter causes damage to a third party vehicle, property or health, he shall be obliged to notify the lessor of the said fact without undue delay. If the renter fails to notify the lessor of the damage incurred, the renter shall be liable to the full extent for damage caused to a third party's vehicle, property or health.

In case of an insurance event (damage, theft of the vehicle) the renter shall pay an Excess for its participation of the amount of the damage or loss. In the event of a traffic accident involving the renter with the hired vehicle, the renter shall be obliged to notify the police without undue delay and submit a written report to the lessor. The report shall contain, in particular, the names and addresses of the persons involved in the accident as well as of the witnesses thereof, licence plate numbers of vehicles involved and the specification of the respective Police Department investigating the accident. The titles of other persons involved in the accident, or third parties shall not be acknowledged by the renter without written consent of the lessor. The renter shall be obliged to notify the lessor without undue delay of any damage to the vehicle that occurred within the period of hire (i.e. including any damage caused by other means than by a traffic accident). Furthermore, the lessor shall be obliged to notify the above-mentioned matters to the respective Police Department if the amount of the damage exceeds 3.990 Eur. The renter shall be liable to the full extent for any damage to the vehicle that occurred through his fault. In the event of a complete destruction or theft of the vehicle, the renter shall be obliged to pay the lessor the balance between the purchase price of the vehicle and the insurance benefit.

Article 7 Return of the Vehicle

On the day of expiration of the agreed upon hire period, the renter shall be obliged to return the vehicle including its accessories, equipment, documents and keys to the lessor at the agreed upon place in the same condition in which it was provided taking into account its common wear and tear. The lessor shall be obliged to accept the vehicle. The return of the vehicle at a place different from what was agreed upon shall only be allowed on the basis of an agreement with the lessor and for an additional lump-sum payment. The return of the vehicle including its accessories, equipment, documents and keys after the day of expiration of the Contract shall be regarded as a delayed return of the vehicle whereby the lessor shall be entitled to take the vehicle away from the renter, or to carry out steps he may deem necessary including his use of services offered by a specialized organization for which he is hereby entitled. The cost related to the take-away of the vehicle shall be borne by the renter. In the event of a delayed return of the vehicle, the renter shall be obliged to pay the lessor a rental for each reckoned day of such a delay. In the event of a loss of keys or documents, the renter shall be obliged to pay the lessor for each object that he fails to return to the lessor in time.

Article 8 Expiration of the Hire

The period of hire shall expire by the expiration of the period of hire unless otherwise agreed upon by the lessor and the renter. The renter may return the vehicle before the expiration of the period of hire, but only within working hours of the respective lessor's office. If the period of hire was not agreed upon when concluding the contract, the renter shall be entitled to return the vehicle to the lessor within the working hours of the respective office. The lessor shall be entitled to withdraw from the contract with immediate effect: a, if the renter is in delay with the payment of the rental for a period exceeding 15 days, b, if the car has been damaged, c, in the event of the renter's decease or in the event of a reduced capacity, or incapacity of the renter to take legal actions unless the rights and obligations under the hire contract can be transferred to his legal successor (heir) within a deadline determined by one period of hire, d, if the renter is legally obliged to, or intends of his own accord to wind up, e, or liquidate his company or trade, or in the event of a substantial deterioration of the renter's economic situation, i.e. upon the commencement of his liquidation or upon the declaration of bankruptcy proceeding etc., f, and in the event of another serious breach of the provisions of the Contract or of the General Terms of Trade. The hire of the vehicle shall cease to exist by the destruction, loss or theft thereof.

Article 9 Final Provisions



By signing the Contract, the renter agrees that the data listed in the Contract may be processed, provided, made accessible, stored and transferred electronically by the lessor, any subsidiary company thereof, a Europcar license holder, or an associated company of Europcar. Any modification of the Contract or these General Terms of Trade may only be executed by means of written amendments signed by the both contractual parties. The Slovak language version of the contract is decisive. The legal relation according to this Contract follow by Slovak law and they are governed by commercial law also in case the renter is private person. For all legal disputes arising from this rental agreement and General Terms of Trade the parties to the agreement agree on the applicability of Slovak law as well as on the responsibility of the materially competent court in Slovak Republic.

Tax:

In Slovakia, the current value added tax rate is 20 percent.

Additional driver:

Additional drivers can be added to your rental for a charge of 5 EUR per day. Maximum 25 EUR (excluded tax). The exception applies to rent trucks and vans.

Age:

It depends on category of vehicle. The minimum age is 19 and maximum is 65.

Airport surcharge:

Airport charge is 15%.

Cash rental deposit:

Take cash is not allowed. When you arrive at the rental location, you will be asked to leave a deposit for your rental. The deposit amount will be authorised on your credit card but not debited from your account. The deposit is intended to cover additional rental costs.

If you have prepaid your rental, the deposit amount is : **300 €**.

If you have not already paid for your rental at the time of booking, then the price of the rental will also be authorised on your credit card.

In this case, the total amount authorised on your credit card will be **Rental price + 300 €**.



Please note that this policy is applicable for rentals made in the following countries where Europcar operates its services directly: Belgium, France, Germany, Italy, Portugal, Spain and United Kingdom. For other countries, please refer to the country's specific Terms and conditions.

Credit cards accepted:

American Express, Diners Club, MasterCard (not debit), Visa (not debit)

A deposit amount of 300 Eur will be held against your card(s) for the period of the booking. Credit card(s) must be in the name of the main driver. No other payment types will be accepted. Make sure the credit card is in the name of the lead driver and you have a large enough limit to cover the excess. In the event that you fail to present a valid credit card, there is a lack of sufficient funds available on the credit card or the credit card is not in the lead driver's name, the car rental agent may refuse to release the vehicle. In these instances, no funds paid will be reimbursed.

Delivery / Collection:

24 hours before your collection time, we'll ring you to confirm the arrangements for picking up the hire car. We can collect from your home, business, or hotel address - or if it's more convenient you can even drop off your hire car to your **nearest Europcar location**. Delivery or collection in the city limits 10 EUR (excludes tax) - in city where is Europcar station presented - ON REQUEST - delivery or collection out of opening hours of stations 33 EUR (excludes tax) - ON REQUEST - delivery or collection out of the city limits of Europcar stations - we will send you price offer on your request - ON REQUEST Motorway and border tolls, parking, and traffic violation related fees: Slovakian highway electronic sticker included. Europcar staff in Bratislava stations can provide you vignettes for Austria and Czech republic. Administration fee – 2 EUR (excludes tax). Notes : Please be informed, when you are entering Hungary, please buy a electronic vignette at borders or at the first petrol station. Administration fee in case of damage or traffic violation, penalty – 10 EUR (excludes tax). All additional costs will be the responsibility of the driver.

Driving licence:

A full licence held for minimum of 1 years with no major endorsements. UK licence holders need to present the photocard. If your driver's licence is not in the Roman alphabet (i.e. if it is in Arabic, Greek, Russian or Chinese) you need to bring an International Driving Permit and your domestic licence. Please note, when renting a car in China, only a Chinese driver's licence is accepted. please note, when Chinese citizen want to drive in Slovakia, only a Slovakian driver's licence is accepted.



Fuel:

It is necessary to pick up and return full tank. Fuel charges are payable at the rental counter. Charge – 1,85 EUR per missing litre of diesel and 1,99 EUR per litre of missing fo Unleaded gas (excludes tax). Your vehicle will be supplied with a full tank of fuel. To avoid incurring fuel charges you will need to return it full. You may be required to leave a fuel deposit reserved on your credit card, this will be released when you return the car full. Missing fuel will be charged on your return. The price per litre charged by the rental agent may significantly higher than the price at the local service station. Fuel charges are payable at the rental desk unless otherwise stated in the top section of rate details.

Insurances:

Collision damage waiver (CDW) – often referred to as CDW, this partially covers damages incurred to your vehicle. Please note that you will still be liable for insurance excess. CDW does not cover damage or loss of keys, tyres, glass or undercarriage. - Theft waiver (TW) – this covers costs relating to the theft or attempted theft of the rental vehicle but does not cover the loss of personal possessions. Please note that you will still be liable for insurance excess. - Third party liability protection (TP) – this covers damage sustained by another driver's car in the event of an accident caused by you.

You may be held responsible for damage to or loss of tyres, windscreens, glass and undercarriage. Please check with the car rental agent on arrival.

One-way rentals:

1) Domestic:

One way Slovakia is charged 10 EUR inside city, where is station located. Outside city 0,86 EUR/km. The fine: 200eur with tax in case that client returning a vehicle in another city such as Europcar station city.

2) International:

One Way International, the price is based on request according to location means country, city, sufficiency and other criteria, which include a one-way trip.

Cross-border travel allowed to: Belarus, Russia, Albania, Macedonia, Greece, Serbia, Bosnia Herzegovina, Estonia, Montenegro, Moldova, Ukraine, Latvia, Lithuania, Malta, Cyprus, Turkey Restrictions and charges may apply (please check with the car rental agent on arrival).

The fine: 2000 EUR for any unannounced changes.



Use of Winter Tyres:

Winter tyres during winter period (1. nov to 15. apr.) is not charged. Client can pay for ski box (10 EUR per day / 75 EUR per rental), snow chains (10 EUR per day/50 EUR per rental) and snow socks (5 EUR per day/ 25 EUR per rental).

NO SHOW FEE

Cancellation fees (for prepaid rates only):

- More than 48 hours' notice is free of charge
- Less than 48 hours = 50 EUR (or the whole price of rental if value is lower)

No Show fees (for prepaid and pay-on-arrival rates):

- 95 EUR charged in case of "No Show" (or the whole price of rental if value is lower)

Chauffeur driven service

We use three types of chauffeur driven service. It's called transfer, touring, travel.

On-board services rates include:

Insurance of passengers
unlimited km
rent a car
refueling service
driver tax
drinking water
Wi- Fi
Daily newspaper (SK/ENG)



On-board services rates exclude

Extraordinary expenses

Parking fee

Toll

Vignette

IN CASE OF CANCELING THE ORDER OF THE SERVICE

Up to 24 hours before the start of the order: 60% of the agreed amount

Cancellation after placing an order: 100 % of the agreed amount

If the client extends the order, will be billed the original price + service in addition

Transfer:

- oneway
- it is not possible to stop outside the agreed route

Touring:

- it is possible to stop outside the agreed route
- billing priority
- possibility of one-way trip outside the territory of the Slovak Republic to stops and public transport stations, airport and Europcar station (route up to 4 hours)

Travel:

- it is possible stop outside the agreed route
- the possibility to change the route during a trip
- billing priority
- the possibility of one-way travel also to other states outside the stops and public transport stations, airports and Europcar stations

CAR SHARING

CAR SHARE GENERAL TERMS OF USE

1. LEGAL NOTICE / ACCEPTANCE:

These General Terms of Use are available on and apply to www.europcar-share.com and on Europcar Car Share's mobile applications available on the AppStore and GooglePlay (hereinafter each of the websites and the mobile applications shall together be referred to as the "Site").

The Xmarton app is made by Xmarton s.r.o. Xmarton is a Czech company with company number 04666984 and registered address on 16 Thámova street, 18600, Praha-Karlín, Czech Republic. The contacted address for technical support is : podpora@xmarton.com

The Site is operated by PP Rent cars s.r.o. (hereinafter shall be referred to as "PP Rent"). PP Rent is a Slovak company (Europcar license holder) with company number 35869992 and registered address on



12316/20 Brusnicová Street, 83101, Bratislava, Slovakia. The director of publication is Mr. Marek Pavlík, who can be contacted at the following address: carshare@europcar.sk.

The Site is hosted by Webnode AG, registered address is Gartenstrasse 3 6304 Zug, Switzerland. E-mail address: podpora@webnode.sk.

The use of the Site is subject to acceptance of these General Terms of Use (hereinafter the "General Terms of Use") and our Privacy Policy. These General Terms of Use may be modified or added to at any point in time and should therefore be reviewed upon each new use of the Site. In case of major changes to the General Terms of Use, Users will be prompted to approve them upon placing their next order for Services.

2. PRESENTATION AND CHARACTERISTICS OF THE SITE AND THE SERVICES:

2.1. The Site is a platform which offers users (hereinafter the "User(s)" or "you") various mobility options, which are provided either by (i) Xmarton's subsidiaries in Slovakia, (the "Xmarton Entities" or (ii) third party mobility partners of Xmarton (jointly the "Services"). As a result, each User will be able to book and pay various mobility solutions directly through Xmarton and the Xmarton Entities.

For the avoidance of doubt, it is specifically understood that Xmarton and the Xmarton Entities will provide its Users with direct customer support and shall be responsible to manage all payments made by the users in exchange for the Services (including any potential disputes arising from or in connection with the aforementioned payments made by the Users).

2.2. In order to benefit from the Services available on the Site, Users must begin by creating an account in keeping with the terms of article 3.2 below.

2.3. Each Service available on the Site is governed by terms and conditions that are applicable to such specific Service; these will be made available to you prior to any booking you make and must be accepted by the User at the time of booking any Service.

3. REGISTRATION AND ACCESS TO THE SERVICES:

3.1. Overview

Users who wish to have access to the Services must initially fill in a form to register, or must log in if they are already registered.

After filling in the registration fields or logging in, the Users of the Site may access the Services.

Users have a non-exclusive and non-transferable right to access the platform free of charge.

3.2. Registration process

1. Users must fill in an electronic registration form in which they (i) must provide data enabling them to be identified (for more details, see article 3.3 below), and (ii) must select a password and a user ID;
2. Users must check and confirm this form, and must confirm that they accept these General Terms of Use and the Privacy Policy by ticking the appropriate box;



3. Once this stage has been accomplished, an e-mail confirming the registration shall be sent to the User, who may then access the Services.

3.3. Information regarding the identification of the Users

Upon registering, you must input your contact details, a user ID and a password, which are strictly personal:

- If you are a natural person acting on your own behalf, you should key in your title, surname, first names, e-mail address, date of birth, driving license start date (optional), and preferred language for communication.
- If you are an employee of a partner company, you should create a sub-account and input the following information, this list being non-exhaustive: your title, surname, first names, your e-mail address, date of birth, driving license start date (optional), the name of your employer, your preferred language for communication, as well as your workplace, title, employee number and cost centre, where applicable.

The User guarantees that the data that he discloses shall be accurate, complete and up-to-date.

3.4 Payment

- **Choice and payment of Services**
If you wish to subscribe to one of the chargeable Services, this can be done by selecting from the different offers that are presented to you those offers of interest. The price and available means of payment will be specified on your screen before proceeding to payment. For security of your bank card details, you will be asked to agree to specific terms.
- **Email confirmation**
You will receive email confirmation detailing your order of service. Your order and email confirmation represents the contract between yourself and PP Rent. You are therefore invited to verify that you are in receipt of the confirmation and to contact customer service in the event of non-receipt due to a technical issue.
- **Right to retract**
If you are a physical person and in accordance with the legal provisions protecting consumers, you may be allowed to have a delay of up to fourteen (14) days as of your subscription to the service in order to exercise your right to retract (in case of subscription for example). In order for you to know more about the existence of such right to retract, reference is made to the rental general conditions and/or the general conditions of the applicable services.

3.5. Use of your account

Users undertake to inform PP Rent about any changes to the data that they provided by updating their profile online on the Site under the heading provided for this purpose.

Users may choose their passwords freely and may modify them at any point in time.



Users are responsible for the creation, protection and use of their user ID and password, which are strictly personal and therefore cannot be shared with third parties. They must remember them and keep them secret and secure. Should a User's identifier and password be used by a third party, the User must inform PP Rent as soon as possible.

Any use of the Site using a User's identifier and password shall be deemed to have been made by the User himself.

In case of loss or theft of your identifier and/or password and/or if you cannot connect to your account, click on the "forgotten password" link. You will be asked to key in your e-mail address and a new password will then be sent to you by electronic mail. You should change your password regularly in order to ensure greater security.

3.6. Best practices for using the Site

By using the Site, you hereby expressly undertake:

- not to use the Site for any illegal, illicit or fraudulent purposes, and in particular, you undertake to refrain from any use that runs counter to any local, national or international laws or regulations;
- not to use the Site in any way that might cause damage to PP Rent or to any of its affiliates, and in particular, you hereby undertake to refrain from using the Site to disseminate information that is controversial, illegal, illicit, unpleasant, discriminatory or insulting towards Xmarton or any third parties;
- not to block, disrupt the access or otherwise jeopardise the Site, the computer systems or the software applications of Xmarton or of any third party;
- not to use the Site to knowingly transmit data or to send or upload content containing computer viruses, Trojan horses, worms, time bombs, key-loggers, spyware, advertisement software or other malware, or similar computer codes, nor to commit or facilitate acts of piracy or commit acts constituting cybercrime;
- not to counterfeit the patents, trademarks, industrial secrets, copyright, drawings, rights over databases or other intellectual property rights of any party or entity;
- not to steal the identity of any natural or legal person, such as a representative of PP Rent or Xmarton, and not to make false declarations or other misleading statements concerning your ties with any natural or legal person;
- to preserve the confidentiality of any code, password or user identification information that you shall choose or that shall be provided to you as part of the security procedures of the Site. You hereby undertake to refrain from disclosing this information to any third party;
- to comply with these General Terms of Use.

3.7. Termination or blockage of an account



In the event of a violation of the terms of these General Terms of Use, Privacy Policy and terms and conditions which apply to your use of any of the Services, Xmarton shall be entitled to prohibit and to block access to the Site without incurring any liability towards you.

Xmarton may terminate or suspend a User's account on the Site, at any point in time, as a right and without any other formality, in the event of a violation of the terms of these General Terms of Use, Privacy Policy or any other terms and conditions which apply to your use of any of the Services:

Moreover, Xmarton shall be entitled to suspend access to the Site in case of a failure to pay for the Services, until the situation has been rectified.

Where a User's account is suspended and Xmarton agree to its reinstatement you will then be asked to contact PP Rent customer service, which will assist you in rectifying the situation and reactivating your access to your account.

4. INTELLECTUAL PROPERTY:

The Site is a creative work protected by copyright as well as by other international intellectual property laws.

The entire contents of the Site, which comprise, among other things, texts, photographs, graphics, images, icons, technologies, software applications, links, domain names, trademarks and multimedia content, as well as their graphical representations and source codes (hereinafter the "Content"), are and shall remain the exclusive property of Xmarton or of the third parties whose rights are acknowledged by Xmarton, where applicable, and are and shall be protected by intellectual property rights by virtue of the prevailing and applicable national or international laws.

The name "Xmarton" and all other trademarks, logos or graphical representations of Xmarton featuring on the Site are registered trademarks belonging to Xmarton.

Other names of companies and goods or services featuring on the Site may be trademarks of their respective owners. Any use of any of the abovementioned trademarks without the prior express written approval of the holders of the rights involved shall constitute an infringement of intellectual property rights and is prohibited.

You may use the Site solely to access its Content and book the Services on offer. Any reproduction and/or showing of all or part of the content of the Site, on any medium, in any way and for any other purpose whatsoever, without the prior express written approval of PP Rent, shall be strictly prohibited.

You do not have any right or license to use the trademarks or other intellectual property shown on the Site. You therefore hereby undertake to refrain from wholly or partly modifying, renting, leasing, selling, distributing or creating derivative works based on the Content of the Site and/or the products and Services on offer on the Site.

Any infringement of the abovementioned intellectual property rights shall constitute a violation of these General Terms of Use and Xmarton will take such action as it may in its absolute discretion take to protect these rights.



Should you have any query concerning the reproduction of elements of the Site, please send an e-mail to podpora@xmarton.com.

5. PROTECTION OF DATABASES:

In accordance with the provisions of Directive 96/9/EC of the European Parliament and of the European Council dated 11 March 1996 on the legal protection of databases, and the applicable local national laws, you hereby acknowledge that the Site and the Services provided via the Site comprise one or more databases provided by PP Rent in its capacity as a producer of databases.

Notwithstanding the other rights which Xmarton may invoke over the Site, such as the protection of the Content by copyright or any other right over the databases of any one of their components, you hereby undertake to refrain:

- from extracting, by permanent or temporary transfer, all or a significant proportion (in qualitative or quantitative terms) of the contents of one or more of the databases available on the Site and/or the Services, whatever the method of extraction used;
- from reusing, by making publicly available, all or a significant proportion (in qualitative or quantitative terms) of the contents of one or more of the databases available on the Site and/or the Services, whatever the form thereof;
- from creating, publishing, storing, updating, importing, exporting, disclosing or compiling a competing database containing all or part of one or more of the databases created by PP Rent and managed by Xmarton;
- from publishing, on screen or on any other medium, processes identical or similar to those used by PP Rent on the Site.

In general, any storage, extraction, use, reproduction, showing or storage, directly or indirectly, wholly or partially, including in the buffer memory, of a significant proportion (in qualitative or quantitative terms) of the content of one or more of the databases managed by Xmarton, performed by any of the abovementioned processes, shall be strictly prohibited, including on media not authorised by Xmarton.

6. HYPERLINKS:

6.1 Hyperlinks to the Site / inbound links:

No third party is authorised to include links on its web site pointing towards the Site without the prior express approval of PP Rent.

Should a third party be authorised to hyperlink to the Site www.europcar-share.com, www.eurpocar-share.sk, www.xmarton.com, www.xmarton.sk, www.xmarton.cz, www.carshare6.webnode.sk, one of their sub domains, it must hyperlink to the Site in accordance with the terms and conditions of that authorisation.

PP Rent shall be entitled to request, at any moment in time and without the need for any justification, that any hyperlink to the Site be removed, whereupon the person in charge of the site featuring the hyperlink shall have to remove it immediately.



6.2 Hyperlinks towards third party web sites / outgoing links:

When you click on the hypertext links that provide access to third party web sites, we recommend that you become acquainted with the terms of use and privacy policies of these third party web sites, in order to ensure that you are aware of their policies in terms of gathering, using and disclosing your personal data.

PP Rent has no control over the content of these third party web sites and disclaims any liability in this respect or in respect of any loss or damage that you might incur owing to their use.

We are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available.

If you believe that a link on the Site points towards a web site that contains unlawful or inappropriate content, you may report it to PP Rent by writing in to the following e-mail address: carshare@europcar.sk. This notification shall not give rise to any obligation for PP Rent to remove the hyperlink involved nor shall it constitute constructive notice of the activities and/or content alleged by the party which reported it.

The presence on the Site of links pointing to third party web sites shall not imply the existence of agreements with the persons who are responsible for these third party web sites or with their owners, nor any approval or promotion by PP Rent of the declarations, content or services provided via these web sites, nor any identification with them on the part of PP Rent.

Should you decide to visit and/or use any one of the web sites accessible via hyperlinks available on the Site, you do so at your own risk and must take the requisite protective measures against viruses and other malicious content.

7. WARRANTEE / LIABILITY DISCLAIMERS:

7.1. PP Rent shall be entitled to suspend access to the Site and the provision of any one or of all of the Content available on the Site at any time without notice, for technical, security or maintenance reasons, or owing to power cuts or any other valid cause.

PP Rent does not guarantee the long-term viability or the performances of the Services that are accessible on the Site. Users access and use the Site at their own risk. The Site is provided as is and depending on availability.

Neither PP Rent nor any affiliated company provides any warranty or representation according to which:

- the Site shall be suited to your requirements,
- the Site shall operate without interruption, securely and shall be free of errors, bugs or other problems,
- the results that might be obtained by using the Site shall be perfectly accurate or reliable,
- the quality of the Services, information or Content accessed via the Site shall meet your expectations and any error/bug shall be corrected.



Users shall be fully and solely responsible for their computer equipment, their data and their software applications as well as their connection to the Internet enabling them to access the Site. In addition, PP Rent may not be held liable for any degradation or any damages borne by the User.

In order to help avoid any problems, Users are advised to make regular backups of their data and software applications.

7.2. Some jurisdictions do not permit the exclusion of certain guarantees or the limitation or exclusion of liability for certain types of damage. Thus, in certain states, some of the limitations that are set out in article 7.1 above may not apply.

None of the terms of these General Terms of Use shall have any incidence on the rights of any consumer, nor shall it exclude or limit liability for death or physical injury arising from a fault or a fraudulent misrepresentation by PP Rent (e.g. if the latter deliberately lied to you in order to induce you to use the Site).

8. DATA PROTECTION:

The provisions of PP Rent's Privacy Policy form an integral part of these General Terms of Use.

9. MISCELLANEOUS:

9.1 Severability:

Should one or more provisions of these General Terms of Use be considered invalid or declared as such in application of a law, a regulation or a final decision of a court or authority which has jurisdiction, the other provisions shall remain in force. The parties shall replace the term that is null and void by a clause that is as close as possible to the spirit and the content of the one that was stipulated initially.

9.2 No waiver:

Should PP Rent fail to avail itself of any of the provisions of these General Terms of Use for any period of time, this shall not be interpreted as a waiver of the right to avail itself of same in future.

9.3 Transfer of the contract:

The contract consisting of these General Terms of Use is hereby formed in consideration of the identity of the parties. Therefore, these General Terms of Use cannot be transferred by one party without the prior express consent of the other party. PP Rent shall nevertheless be authorised to transfer the contract as well as the personal data in relation to the contract (i) in the event of a purchase by a third party company of PP Rent or one or more of its business units which cover the operation of the Site, or (ii) in the event of an intra-group restructuring, to another company of PP Rent's group.

10. GOVERNING LAW / JURISDICTION:

THESE TERMS OF USE ARE GOVERNED BY SLOVAK LAW AND YOU AGREE THAT ANY DISPUTE BETWEEN YOU AND US REGARDING THEM OR THE SITE WILL ONLY BE DEAL WITH BY THE



COMPETENT COURTS OF SLOVAK REPUBLIC. NOTHING SHALL PREVENT US FROM BRINGING PROCEEDINGS TO PROTECT OUR INTELLECTUAL PROPERTY RIGHTS BEFORE ANY COMPETENT COURT.

NOTWITHSTANDING THE ABOVE, THE PRESENT PROVISION SHALL IN NO CASE HAVE ANY INCIDENCE ON THE RIGHTS OF A CONSUMER RECOGNIZED BY HIS HOME JURISDICTION TO SUBMIT ANY AND ALL DISPUTES WHICH MAY ARISE BETWEEN SUCH CONSUMER AND PP RENT IN FRONT OF THE COURTS OF THE CONSUMER'S HOME JURISDICTION.