

Terms and conditions

A.C. Cymbron, S.A. leases to the Customer the vehicle described in the Contract in the exact terms and conditions specified therein, of which the Customer is aware, agrees, and with the affixing of his signature, undertakes to observe and respect.

CLAUSE 1. USE OF THE VEHICLE

1. Under penalty of exclusion from the insurance coverage and, therefore, considered as non-insured, the Customer agrees not to allow the vehicle to be driven by a person or persons who are not the one(s) identified and accepted by the A.C. Cymbron, S.A. in the contract.
2. Authorized additional drivers will be jointly responsible for all obligations of the Customer contained in this Agreement and the laws applicable to it.
3. Under penalty of incurring in the provisions of the first part of paragraph 1, further undertakes not to use the vehicle or not to allow it to be used:
 - a) For sporting events, official or not;
 - b) By persons under the influence of alcohol or narcotics;
 - c) For any transport in violation of customs regulations or which in any way otherwise is illegal.

CLAUSE 2. CONDITION OF THE VEHICLE AND TIRES

1. The Customer expressly declares that he has received the vehicle in perfect condition. operation, equipped with four tires in good condition and without punctures, unless proven in otherwise, the Customer undertakes to return the vehicle in the conditions in which it was delivered.
2. In case of deterioration of any of the tires or rims, the Customer is obliged to proceed immediately, at its own expense and expense, to replace it with a tire and/or rim with the same characteristics and the same brand, except in cases covered by insurance.

CLAUSE 3. MAINTENANCE AND REPAIR

1. Normal mechanical maintenance due to correct use is due to A.C. Cymbron, S.A.
2. A.C. Cymbron, S.A. is not responsible for loss of time suffered by accident or breakdown that may delay or interrupt the Customer's vacation or trip.

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CLAUSE 4. INSURANCE AND COVERAGE

1. Rental rates include Mandatory Civil Liability coverage for damages and damages against third parties arising from the use and circulation of the vehicle.
2. Rental rates also include damage to the vehicle as a result of in:
 - a) Collision, impact and rollover - CDW;
 - b) Robbery or theft - TP; and
 - c) Act of fortuitous fire, lightning, explosion, act of vandalism or phenomenon of nature - TP.
3. Rental rates do not include, unless expressly stated, protection option, designated Super Easy Pack, which includes the reduction of the responsibility of the Customer (SUPER CDW) and the following coverage:
 - a) Occupant protection - death or permanent disability - PAI;
 - b) Inc. Temp. Absolute – Int. Hospital - PAI;
 - c) Treatment and funeral expenses - PAI;
 - d) Travel assistance;
 - e) Legal protection;

- f)** Isolated breakage of glass;
- g)** Protection for damage to tires and rims - CPJ.

4. The protection referred to in the previous paragraph can be contracted when picking up the vehicle or in advance at the time of booking.

5. The rental rates always include a deductible for said damages, which is directly responsible to the Customer. The aforementioned deductible must be guaranteed upon payment of the corresponding security deposit.

6. Protection will be valid whenever the following conditions are met:

a) That the Customer, in the event of a collision, send A.C. Cymbron, S.A. within forty-five eight hours after the accident, complete details of the other party and possible witnesses, filling out an accident report, in the form of a "Friendly Accident Declaration" – DAA – detailing the registration, name and address of the other party, the circumstances of the collision, a sketch of the accident, the name of the insurer and, where possible, the policy number of the insurance, all signed by the two drivers involved in the accident, or, if not have, the "Report of Claim", which will be facilitated by the A.C. Cymbron, S.A.;

b) That the insurance company does not reject the claim, as a result of not conducting the vehicle in the physical and mental conditions required by the Highway Code;

c) That the collision, theft, fire or act of vandalism did not occur during the course of an unauthorized use or violating any of the conditions contemplated in this contract;

d) That the Client has informed A.C. Cymbron, S.A. about the collision, theft, fire or act of vandalism produced in the vehicle within a period of forty-eight hours after the itself, providing the relevant documentation (accident report, complaint to the authorities, etc.).

7. These coverages are guaranteed and assumed by the insurance company with which the A.C. Cymbron, S.A. have contracted the corresponding insurance policy and are subject to the general and particular clauses thereof and the law in force.

8. By signing the rental contract, the Customer adheres as insured to the aforementioned policy, the conditions of which are available to you at the rental station.

CLAUSE 5. FUEL

1. The vehicle is delivered filled with fuel and must also be returned filled with fuel. If the Customer does not observe this condition, recognizes the right of A.C. Cymbron, S.A. apply the supplement replenishment service.
2. In the case of introducing fuel of a different type to that used by the vehicle, the Customer is responsible for the expenses inherent to the complete replacement of the fuel, disassembly and tank washing, engine tuning and other damage caused to the vehicle, without opposition to the their amounts. €500 will be charged for the service.

| Full Tank – Upon return | |
|--------------------------------|---------|
| Until 1/4 of a tank | 100,00€ |
| From 1/4 until 1/2 of a tank | 75,00€ |
| From ½ until 3/4 of a tank | 50,00€ |
| More then 3/4 of a tank | 25,00€ |

CLAUSE 6. PAYMENTS, RENTAL PRICE, DEPOSIT AND EXTENSION

1. The customer undertakes to pay Azores Easy Rent all charges for renting the vehicle, insurance and taxes determined in the rate at the time of booking, which was previously notified to the customer. The application of the initially agreed rate is subject to the return of the vehicle takes place at the place, on the date and time provided. Rates may vary depending on the season and season, so that, prior to hiring a vehicle, the customer will be responsible for verifying the tariff applied to him.
2. The amount associated with the contract fuel policy.
3. The rental price is determined by the table in force, being paid in advance.
4. A deposit will be made on the Customer's credit card when picking up the car. It will be returned after confirmation by Azores Easy Rent of good vehicle status.
5. The deposit cannot be used to extend the rental. In order to avoid protests and in the if the Customer wants to keep the vehicle for a longer period than indicated in the contract, must send, if he has been given the agreement of the A.C. Cymbron, S.A., the rental amount additional 48 hours before the expiry of the rental in progress, under penalty of being exposed to judicial persecution for embezzlement of a vehicle or breach of trust.

6. Rental Deposits Chart

| Car category | Easy Pack Insurance | Super Easy Pack Insurance |
|---------------|---------------------|---------------------------|
| A - B - C - I | 700.00€ | 0.00 € |
| D - H - L | 900.00€ | 0.00 € |
| K / N | 1000.00€ | 0.00 € |
| E / Q | 1500.00€ | - |

7. The rental day is considered for each 24 hour period.
8. The minimum rental is 1 day.
9. Maximum rental is 30 days.
10. Payment for the rental is made at the time of booking.

CLAUSE 7. VEHICLE RETURN

1. The customer is obliged to return the rented vehicle under the same conditions in which it was delivered together with all your documents, tyres, tools and accessories, in place, at the date and time stipulated in the rental agreement. The customer may not modify any technical characteristic of the vehicle, the keys, equipment, tools and/or accessories of the itself, nor make any changes to its exterior and/or interior appearance. Otherwise, the customer must bear the expenses related to the return of the vehicle to its original state, as well as such as the damages caused to Azores Easy Rent due to the reconditioning of the vehicle, due to the time it has been immobilized, and also any other damages caused to Azores Easy Rent.
2. The rental ends on the day and place specified in the contract signed by the Client.
3. With regard to interior cleaning, the vehicle must be returned in identical condition to which he was given. If not verified, a cleaning fee will be applied.
4. If you return the Vehicle before the date mentioned in the Rental Agreement, you will not have entitled to any refund.
5. The return of the vehicle at a date and time different from those established in the contract, allows the Azores Easy Rent charge the rental amount corresponding to the days of delay in devolution, in addition to a penalty caused by the economic losses that the lack of

that car is causing, and which amounts to € 50.00 for each day of delay. Likewise, the returning or abandoning the vehicle in a location other than that referred to in the Contract, allows the Azores Easy Rent cumulatively require:

Rental amount corresponding to the days needed to repair the vehicle and making available for rent; Compensation corresponding to € 100.00 per day, relating to economic losses provoked, due to the immobilization of the vehicle; Plus the costs of travel/towing and custody/custody, - when any - to the place agreed in the contract for its return). Azores Easy Rent reserves the right to bring the legal actions that are relevant, in any case of disappearance or non-return of the vehicle and before the competent authorities (judicial and police), falling on the customer all responsibility for the legal and legal consequences that may come. A unilateral extension, by the customer, of the duration of the contract is considered as an unauthorized (abusive) use of the vehicle for the purposes of the liability of the customer about any damage that the vehicle presents.

CLAUSE 8. RESPONSIBILITIES

- 1.** During the rental, the Customer is responsible for damages caused inside and on the bottom of the vehicle.
- 2.** The Customer is solely responsible for the fines, misdemeanors and records raised against him, documents and vehicle keys. The loss of documents and/or vehicle keys during the rental will result in the payment of €350.00 (three hundred euros) for its replacement.
- 3.** A.C. Cymbron, S.A. is not responsible for any type of stolen objects or goods, stolen, forgotten or lost inside the vehicle.

CLAUSE 9. CANCELLATION POLICY AND BOOKING CHANGES

- 1.** Up to 48 hours before the delivery of the vehicle, 100% of the amount paid will be refunded.
- 2.** After 48H before the day of delivery, 100% of the reservation will be charged.
- 3.** For changes up to 48 hours before the delivery of the vehicle, free of charge.
- 4.** After 48 hours from the delivery date, if you change the reservation for fewer days, the amount charged will be the same as even from the initial booking.

CLAUSE 10. MANDATORY RETENTION DEVICE APPROVED FOR KIDS

1. In the case of using the vehicle to transport children under three years of age or larger, but not exceeding a height of 1.50 centimeters, the Customer must notify A.C. Cymbron, S.A. to have it provided to you, with pre-payment of the rental rate and WITHOUT ATTACHING TO THE VEHICLE, the corresponding retention device mandatory approved according to the weight and height of the child or the person who must use it.
2. Installation of the device will always be the Customer's responsibility.

CLAUSE 11. APPLICABLE LAW AND JURISDICTION

1. This rental agreement will be governed and interpreted in accordance with the laws portuguese.
2. A.C. Cymbron, S.A. declares its intention to resolve any dispute in a manner friendly. If this is not possible, any disagreement that may arise between A.C. cymbron, SA and the Customer will be subject to the jurisdiction of the Judicial Court of the Region of the Azores – Instance FROM Ponta Delgada.

CLAUSE 12. RENTAL VALIDITY

1. Any and all changes to the terms and conditions of this contract that have not been agreed to in writing will be void.

CLAUSE 13. TRANSLATION

1. The translations of these General Conditions are merely informative and are not legally binding in their entirety, with only their Portuguese version being valid.

CLAUSE 14 PRIVACY POLICY

1. The processing of your data is carried out in compliance with the legislation on the protection of personal data. The same, subject to computer processing, will appear in EASYRENT's database(s) and are intended for the registration and provision of contracted services. Its provision is optional and is guaranteed, under the terms of the law, the right to access, rectify and cancel any data that directly concerns you, personally or in writing, directly to the address on the home page of this website.

| Anomalies Charts / Cost – Cars and Motorcycles: | |
|---|----------|
| Travel Assistance (For those who do not have Full Insurance) | 100.00 € |
| Serious faults (broken glass, mirrors, bumpers, etc.) | 300.00 € |
| Deep scratches / Dent per piece. (Doors - Hood - Roof - Luggage Holder – Bumper - Mirrors) | 150.00 € |
| Vehicle interiors - per unit. | 100.00 € |
| Scratches on the vehicle that can be polished | 100.00 € |
| Lost Antenna - Documents - Key | 100.00 € |
| Lost Motorcycle Helmet | 100.00 € |
| GPS misplacement | 100.00 € |
| Lost Sticker | 10.00 € |
| Missing Seat/Child Chair | 50.00 € |
| Lack of Beach/Azores kit | 50.00 € |
| CAR WASH LEVEL 1 - Cost to be applied if the vehicle at the time of collection shows normal dirt from day-to-day use. | 20.00 € |
| CAR WASH LEVEL 2 - Cost to be applied if the vehicle at the time of collection is normally soiled from day-to-day use. | 40.00 € |
| CAR WASH LEVEL 3 - Interior cleaning involving removal of chewing gum, excessive dirt/sand (1/2 upholstery), oil stains or products that are difficult to remove. | 100.00 € |