

TERMS AND CONDITIONS OF RENT



1) WHOM DO THE TERMS AND CONDITIONS APPLY TO RENT?

The T & C apply to Si, the person paying the rental and any associated costs (and may also be the driver), as well as to any other driver that is expressly stated in the Rental Agreement and as such is authorized to drive the vehicle. All persons indicated in the Rental Agreement are jointly and severally liable for the payment of any sums due thereunder.

2) WHO CAN RENT AND WHO CAN DRIVE?

a) Who can rent?

- Any person who: is legally able to sign a contract with Paulo Aguiar Unipessoal, Lda. And is prepared to assume responsibility for the Vehicle during the Rental Period.

- Have the means accepted by Paulo Aguiar Unipessoal, Lda. (As per table below) to pay for the rental of the Vehicle and any associated costs;

Payment Method Accepted	PT
Money	✓
Credit cards	✓
Vouchers	✓

- Have valid identification documents. The documents required for Portuguese citizens are: Personal identification (identity card or citizen's card) and driving license. For citizens outside the European Union Passport and driving license.

b) Who can drive?

An Authorized Vehicle Driver is any natural person who meets all of the following requirements:

- is expressly and completely identified in the Rental Agreement or any document attached thereto (which may also be the lessee);
- is a holder of a valid driving license and is over 23 years of age.
 - If you are under 23 years of age and or letter less than 1 Year, you are charged a fee of € 25.00 per rental.
 - Any person not expressly mentioned in the Rental Agreement is not authorized to drive the Vehicle of Paulo Aguiar, Unipessoal Lda. In the same way, any person who does not carry valid identification documents. If you allow an unauthorized person to drive the Vehicle, you will be in breach of the T & Cs and will be liable for any consequences resulting therefrom, including the possibility of responding to Paulo Aguiar, Unipessoal Lda. For damages caused by Si or unauthorized person . In these circumstances, neither you nor the unauthorized driver will be covered by any insurance offered through Paulo Aguiar, Unipessoal Lda. Except for the compulsory insurance of civil liability.



3) ONDE CAN I DRIVE THE VEHICLE?

You may drive the Vehicle on the Island of São Miguel, Terceira, Pico and São Jorge (hereinafter referred to as "the Territory") and / or other islands of the Azores archipelago (with the express authorization of Paulo Aguiar, Unipessoal Lda.);

Note that you must comply with the traffic rules and other road regulations of the country where you are driving the Vehicle.

4) WHAT TYPE OF VEHICLE CAN BE RENTED AND FOR WHAT PURPOSE?

You can rent a passenger car or a motorcycle and you must drive them according to your own purpose, as follows: Passenger cars and motorcycles are intended to carry a variable number of people (dependent on what is approved in the Document Single Automobile)

It is hereby informed that Paulo Aguiar, Unipessoal Lda. Does not cover the goods transported in the Vehicles and can not be held responsible for any goods or objects that You may have forgotten within the Vehicle. Likewise, Paulo Aguiar, Unipessoal Lda. Is not responsible for any loss of profits or operating losses that occurred during the rental period.

5) WHAT ARE MY OBLIGATIONS FOR THE VEHICLE?

- When renting a Vehicle at Way2azores, unipessoal Lda. Any Driver must fulfill the following obligations:
- You must return the Vehicle and its keys, accessories and documents to Way2azores, unipessoal Lda. At the return station indicated in the Rental Agreement, at the time and date of the rental term indicated in the Rental Agreement (Paulo Aguiar, Unipessoal Lda. allows 30 minutes of grace period) and in the state in which Paulo Aguiar, Unipessoal Lda. delivered it at the beginning of the Rental Period. If You do not return the Vehicle in such terms, Paulo Aguiar, Unipessoal Lda. May take the measures provided in clause 11 of these T & C ("What procedures to take when returning the Vehicle").
- You and / or any Driver may not drive the Vehicle outside of the Territory. If You and / or any Driver intend to drive outside of the Territory must obtain prior written consent from Paulo Aguiar, Unipessoal Lda., In this case, they must ensure, together with the representative of Paulo Aguiar, Unipessoal Lda. And before lifting the Vehicle, that this has the proper equipment, according to the local rules of the country that any Driver will drive or cross.
- Any driver must drive, under reasonable conditions, in accordance with the Road Code, the applicable traffic laws and regulations and must ensure that they are familiar with the local traffic and driving rules.
- You must ensure that any luggage or goods carried on the Vehicle are safe to the extent that they do not cause damage to the Vehicle or risk to any occupant of the Vehicle.
- You and / or any Driver must never drive while under the influence of alcohol, hallucinogenic drugs, narcotics, barbiturates, other illegal drugs or any substance (legal or illegal) that may affect or impair your driving ability and / or of any Driver.

- You and / or any Driver must refuel the Vehicle with the appropriate fuel type. If the Vehicle is stocked with the wrong fuel, it will be responsible for any costs incurred in moving the Vehicle and / or repairing the Damage caused by it, calculated in accordance with the rules described below (see Damage to Vehicle), unless that the error was attributable to a third party.

- You and / or any Driver may not use the Vehicle or allow it to be used for:

lease, mortgage, pledge, sale or any kind of warranty, whether in relation to the Vehicle as a whole or to any of its components, as well as to the Rental Contract, keys, documents, tools, or any of its accessories ; - transporting excess occupants, in addition to those authorized by the Single Automobile Document; - carry goods with a weight, in quantity and / or volume exceeding the authorized by law and the Single Automobile Document; - transporting flammable, dangerous, toxic, harmful and / or radioactive products or products that are illegal (provided that such exclusion does not prevent them from satisfying their lawful daily needs and transporting them corresponding to the normal use of the Vehicle); - off-road sports, confidence tests, speed tests, competitions, or tests, regardless of location, whether official or not; - transporting live animals. - give driving lessons or "accompanied driving"; - to push or pull another vehicle or trailer - to drive on gravel roads or on roads whose surface, size or condition involves a risk to the Vehicle, such as beaches, unsuitable roads, forest paths, mountains, etc., or any unused roads. authorized or paved, - to commit a willful violation; - to be carried on board any type of ship, ship, train, lorry or airplane, except with the express consent of Paulo Aguiar, Unipessoal Lda.;

- During the Rental, you must take all necessary protective measures to keep the Vehicle in the same condition as it was delivered to you. In particular, You and / or any Driver shall carry out regular inspections of the condition of the Vehicle for oil, water and tire pressure.

You may be liable to Paulo Aguiar, Unipessoal Lda. For damages resulting from the breach of any of the aforementioned obligations. Please note that non-compliance with any of the aforementioned obligations also implies the ineffectiveness and inapplicability of any limitations or exclusions of liability to which you were entitled under the optional insurance or other protection products.

Paulo Aguiar, Unipessoal Lda. Also reserves the right to demand the immediate return of the Vehicle.

6) WHAT ARE THE MOBILITY SERVICES INCLUDED IN MY RENTAL?

The basic rental value includes the following mobility services: Vehicle technical assistance *, Motor vehicle liability insurance, unlimited kilometers. (*) Description of the service in ANNEX 1.



7) WHAT ARE THE OTHER MOBILITY SERVICES NOT INCLUDED IN MY RENT?

Paulo Aguiar, Unipessoal Lda. Offers you several additional mobility services in the following terms:

List of products / services	PT
Baby chair	✓
Additional Driver	✓
Additional rental days	✓
Insurance / other protections	✓
Delivery Service and Vehicle Collection	✓
Outbound Pickup and Delivery	✓
Replenishment Cost	✓
Airport Service	✓

Description of these products and services in ANNEX I

8) INCLUDED IN THE PRICE I PAY?

The information you provide to Paulo Aguiar, Unipessoal Lda. At the time of booking (such as the length of the rental, your age or the additional driver's age) will impact the price you will pay. Any change to such information may therefore change that price. The price of Your rental will be in force at the time of booking or at the time you make any subsequent change to it.

The price you will pay includes the following costs:

- The value of the daily rental of the Vehicle for the calendar days contracted, calculated for periods of 24 hours (which includes the standard mobility services mentioned above);
- The value of any additional mobility services that you want to hire;
- The applicable tax (VAT);
- Other costs that are associated with His person.

By contracting with Paulo Aguiar, Unipessoal Lda., You expressly authorize to pay in the means of payment made available to you any amount not paid as a result of your rental. For this purpose, Your express consent will be given at the station of Paulo Aguiar, Unipessoal Lda. When you provide the means of payment, before lifting the Vehicle.

9) WHAT OTHER COSTS / COSTS CAN I HAVE TO PAY?



• **Security deposit:** In addition to the rental price (that you paid in advance at the time of booking or that will pay at the time of pickup), Paulo Aguiar, Unipessoal Lda., Requires that you leave a guarantee. That will be reimbursed anyway if there are no incidents that make this impossible.

• **Further information on the bond can be found in clause 19 ("Do I have to pay the Security Deposit before lifting the Vehicle?").**

A Paulo Aguiar, Unipessoal Lda., may also charge you for services or costs that you have to perform or bear because of incidents that may have occurred during the Rental Period and / or the way you used the Vehicle.

Services and costs include, without limitation:

- Cost of lost or stolen keys;
- "Damage" caused to the Vehicle (any material damage or act of vandalism caused in the Vehicle) and / or "Vehicle Theft" (theft and / or attempted theft of the Vehicle itself or its components). Your liability may be limited, under the terms and in accordance with the type of protection you have chosen.
- The following additional specific costs:
 - in withdrawals or returns at stations located at the airport, if applicable
 - on withdrawals or returns at the hotel or local accommodation site
 - Extending Your Rental.

9.1.- INSURANCE AND COVERAGE

Compulsory insurance and third party liability insurance.

The rental rates include the coverage of the Automobile Insurance Obligatory and Civil Liability for damages and losses against third parties derived from the use and circulation of the vehicle.

These coverages are guaranteed and are assumed by the insurance company with which Paulo Aguiar, Unipessoal Lda. has contracted the corresponding insurance policy and are subject to the general and particular clauses of the same and the law in force. By signing the rental agreement, the Client subscribes as insured to the aforementioned policy, whose conditions are at his disposal in the different rental stations.

The amount of the security varies according to the category of the rented vehicle, establishing the following amounts:
Amount that will be blocked on the credit card:

A/B/B0/B1/C/D/D1: 1150 €
E/E1/F/F1/I/I1/I2: 1550 €
F3/G/G1: 1750 €
G2/H/H10/X: 2050€
J: 2550€

This is the amount that the customer has to take responsibility in case of any incidence, unless the damages in the vehicle are higher than the amount indicated, the customer will have to pay the remaining amount until the total value prevails.

There is the possibility of reducing the value of these collateral and maximum liability to zero with the hiring of extra special coverage. Those clients who do not wish to hire such coverage are required to leave a deposit for the amount of said deposit.

9.2 Basic Protection Paulo Aguiar, Unipessoal Lda.

a) Insurance against third parties.

b) circulation rate

The Basic Protection always includes a guarantee for the said damages of which the customer is directly responsible, by paying the corresponding security or by contracting an Additional Coverage.



The Basic Protection will be valid whenever the following conditions are fulfilled:

- a) The Client, in the event of a collision, sends to Way2azores, unipessoal Lda within forty-eight hours after the accident, the complete data of the other party and possible witnesses, filling an accident report in the form of a 'Friendly Declaration of Accident '-DAA-' detailing the registration, name and address of the other party, the circumstances of the collision, an accident sketch, the name of the insurer and, where possible, the insurance policy number, all signed by the two drivers involved in the accident, or, if you do not have it, the 'Loss Report', which will be facilitated by Way2azores, unipessoal Lda.
- b) That the insurance company does not reject the accident as a consequence of not driving the vehicle in the physical and psychological conditions required by the Road Code,
- c) That the Customer has informed Way2azores, unipessoal Lda about the collision, theft, fire or vandalism produced on the vehicle within forty eight hours thereafter, providing the pertinent documentation (accident report, report authorities, etc.).

9.3 Basic Protection without Security

This option follows the same terms of the Basic protection, and the customer opting for basic protection without collateral, it is not necessary to leave any kind of value in collateral, in the same way the customer is responsible for all damages in the car

9.4 Premium Insurance Protection

- a) Insurance against third parties.
- b) theft
- c) Own damages (includes: Collision / Collision against objects / Collision against other vehicles) is not included any act caused by negligence.

9.5

If you opt for Premium insurance or Basic insurance without guarantee, you will have to carry out the activation of this insurance by paying a value that varies according to your category. The client can choose to trigger one of these insurance modalities in the act of booking or lifting the vehicle.

Premium insurance does not cover: Glass Breakage and Rims-Tires, Keys, PAI Insurance, Damage Down

SEGUROS - 09/Out/2018			
Grupo	Modelo	Básico S/Caução	Premium
GA	Citroen C1	10€/dia	15€/dia
GB	Mitsubishi Space Star	10€/dia	15€/dia
GB0	Fiat Panda	10€/dia	15€/dia
GB1	Fiat Punto	10€/dia	15€/dia
C	Opel Corsa	10€/dia	15€/dia
D	Smart ForTwo	10€/dia	15€/dia
D1	Smart ForFour	10€/dia	15€/dia
E	Mazda CX3	15€/dia	20€/dia
F	Citroen C3 Automático	15€/dia	20€/dia
F1	Opel Corsa Automático	15€/dia	20€/dia
F3	Mercedes-Benz A180	15€/dia	25€/dia
G	Opel Zafira Tourer	15€/dia	20€/dia
G1	Opel Zafira Premium	15€/dia	20€/dia
G2	Citroen C4 Grand Picasso	15€/dia	20€/dia
H	Opel Vivaro	20€/dia	25€/dia
H10	Citroen Space Tourer	20€/dia	25€/dia
I	Mazda 3	15€/dia	20€/dia
I1	Opel Astra Gasóleo	15€/dia	20€/dia
I2	Opel Astra Gasolina	15€/dia	20€/dia
J	Mercedes-Benz C220	30€/dia	30€/dia
X	Mazda MX5 Descapotável	20€/dia	30€/dia
M	Scooter SYM	N/A	20€/dia

9.6

Glass and Tire Rift Insurance € 5 per day (24h)

Insulated glass breakage insurance focuses only on insulated breaks, ie breaks that are not derived from a car accident.

The Tire-Rim insurance, in case of damage caused by road debris such as nail or glass, in the event of an overflow or an act of vandalism, the tire will be replaced. Also, in the event of a bore for no apparent reason, you will receive a new tire.

9.7

Insurance Keys € 5 per day (24h)

Making of key due to loss, theft / theft, breakage or damage, as long as the vehicle is unable to move.

9.8

PAI insurance - 3.50€ per day (24h)

Are covered by the definition of Accident:

- Infections directly caused by Accident covered by warranty.
- Poisoning and personal injury due to unintentional absorption of toxic or corrosive substances.

- Choking caused by unexpected action of gas or vapors, drowning.
- Burns caused by cold, scalds, sunshine, as well as starvation or exhaustion following a shipwreck, a forced landing, a landslide, an avalanche and a flood.
- Personal injury resulting from an act of Terrorism or Sabotage, an Attack or an Assault of which the Insured Person is a victim, unless it is proved that the Insured has actively participated as the perpetrator or instigator of such Events.

9.9

Damage down - 5€ per day (24h)

The Under Damage insurance in case of damage caused by debris on the road except in case of negligent driving and driving out of roads suitable for car traffic.

TRAFFIC ACCIDENT

An accident occurring on a street, on a road or motorway and, more generally, at any place authorized for the transit of motorized transport involving a driver, passenger, pedestrian or vehicle.

10) WHAT SHOULD I DO WHEN LIFTING THE VEHICLE?

When you pick up the Vehicle from Paulo Aguiar, Unipessoal Lda., You will be asked to sign, in addition to others, a section in the Rental Agreement that describes the state of the Vehicle at that time.

If you notice any apparent defect or damage that is not described in the Rental Agreement, you must ensure that it is mentioned in the document and that both you and the representative of Paulo Aguiar, Unipessoal Lda., Sign such alteration. In the event that nothing is mentioned, it is considered that the Vehicle was delivered in the state referred to in the Rental Agreement and will be charged any new Damages that are verified by You and the representative of Paulo Aguiar, Unipessoal Lda. inspecting both at the time of their return.

11) WHAT PROCEDURES DO YOU TAKE WHEN RETURNING THE VEHICLE?

- Return of the Vehicle during the opening hours of Paulo Aguiar, Unipessoal Lda.
- You must return the Vehicle to Paulo Aguiar, Unipessoal Lda. Station at the date and time indicated in the Rental Agreement. The Rental Period ends when you return the Vehicle to Paulo Aguiar, Unipessoal Lda. Station and deliver the respective key and Vehicle documents to a representative of Paulo Aguiar, Unipessoal Lda. In the event of returning the Vehicle prior to the date mentioned in the Rental Agreement, you will not be entitled to any refund. When you return the Vehicle you must inspect it together with the representative of Paulo Aguiar, Unipessoal Lda. Paulo Aguiar, Unipessoal Lda. Will not be responsible for any goods or objects that may have been forgotten in the Vehicle.
- • Return of the Vehicle outside the opening hours of Paulo Aguiar, Unipessoal Lda. ("Out of hours")
- Paulo Aguiar, Unipessoal Lda. Recommends that the return of the Vehicle be made during the opening hours of the stations. However, to meet the specific needs of its customers, Paulo Aguiar, Unipessoal Lda. Offers, in certain stations, the additional "out of hours" service. In case of subscribing to this service "out of hours", you accept that the report that certifies the status of the Vehicle is prepared by the representative of Paulo Aguiar, Unipessoal Lda. Without Your presence and after the keys have been delivered. In the stations that offer the service "out of hours", the return procedure of the Vehicle described above (11a) has been adapted, so that they provide this service in the best possible conditions. In particular, you must declare any incident and, or damage that affects the condition of the Vehicle in the document that was given to you for the purpose at the time you lift the Vehicle. This document must be left on the Vehicle or returned, together with the keys, in the "drop off box", depending on the systems available and the information you receive from Paulo Aguiar, Unipessoal Lda. Please note that your Rental Agreement does not end when you deliver the keys: the Vehicle will be parked at the place where you leave it until the opening hour of the Paulo Aguiar, Unipessoal Lda station that will proceed to inspect the Vehicle and terminate your Rental Contract . For this reason, Paulo Aguiar, Unipessoal Lda. Recommends that you park the Vehicle in an area designated for this purpose and in such a way that the Vehicle does not cause danger to others or disturbs the traffic, under the terms of the Highway Code. You should also leave the Vehicle documents in the glove compartment. After the inspection



has been made and in the absence of any Damage, Paulo Aguiar, Unipessoal Lda. Will send you the Vehicle Return Declaration. The Paulo Aguiar, Unipessoal Lda. Will not be responsible for any goods or objects that may have been forgotten in the Vehicle

- Return of the Vehicle without Your presence and during the opening hours of the Stations Paulo Aguiar, Unipessoal Lda.
- In the event that it is not possible and or you refuse to inspect the Vehicle together with the representative of Paulo Aguiar, Unipessoal Lda., It is authorized to inspect the Vehicle without Your presence and to register its refusal to the contradictory.
- In this situation the same procedure as in 11 (b) applies. of the Vehicle during the hours of operation of the Stations Paulo Aguiar, Unipessoal Lda.

• **Vehicle Return Delay**

In the event that the Vehicle is not returned on the date mentioned in the Rental Agreement and if within 24 hours there is no information justifying the delay in the return, Paulo Aguiar, Unipessoal Lda. Reserves the right to:

- Consider that you illegally appropriated the Vehicle and report it to the appropriate local authorities.
- Charge the rent for each day you stay with the Vehicle beyond the date of the rental term, plus an indemnity equivalent to twice the amount payable, unless you prove that you no longer own the Vehicle or that failure to return it did in fact not be attributable to it.
- Claim all damages and losses incurred, as well as fines, fines or other penalties or penalties imposed on the Vehicle as a result of the proceedings instituted by the public authorities for the purpose of identifying the offender or of clarifying other circumstances related to the vehicle. breach or criminal offense.
- Initiate the necessary judicial procedures to claim the immediate return of the Vehicle.

Note that in this case, the protections, optional insurance and additional services you have contracted will have no effect.

12) VEHICLE DAMAGE

In the event that the Vehicle is not returned under the same conditions in which it was delivered, you will have to pay the amounts mentioned below.

1. a) Identified damages at the time of the return of the Vehicle and in His presence

In the event of damage being identified within the scope of the inspection performed in Your presence and that of the representative of Paulo Aguiar, Unipessoal Lda. Upon the return of the Vehicle and of which it became aware when it signed the Declaration of Return of the Vehicle and the report of damage after rental , aa Paulo Aguiar, Unipessoal Lda. will give you an evaluation of the repair costs that may be charged to you.

Repair costs vary depending on the nature of the Damage:

the "Small Damage" (minor and non-substantial damage to the Vehicle, without affecting its return to Lessor and without affecting its mobility under the Road Code, such as and without limitation: small risks or small impacts on the windscreen) are charged according to the list of prices recommended by Paulo Aguiar, Unipessoal Lda., available at any station at Paulo Aguiar, Unipessoal Lda.

Any other damages not listed above and / or other serious damages (substantial damages that prevent the return of the Vehicle and require its temporary immobilization for repair, such as and without limitation: damage to the bodywork), will be evaluated by an expert independently and charged in accordance with its report or the budgeted cost of an independent repairer.

In the event of contesting the Damages and, or the respective billing, through the refusal to sign the Declaration of Return of the Vehicle, Paulo Aguiar, Unipessoal Lda. Will apply the procedure described below (12b).



b) Identified damages in case of return in the evening with or without his presence

In the event that the Damages are identified in the scope of the inspection of the Vehicle made by the representative of Way2azores, unipessoal Lda. Without Your presence, Way2azores, unipessoal Lda. Will send you the following documents:

-Declaration of Vehicle Return with description of identified Damages;

- Damage Photographs;

- An estimate (budget) of repair costs, which will depend on the nature of the Damage (see article 12a) §2), the costs of immobilising the Vehicle and administrative costs for the management of the Damage process.

You can challenge the Identified Damages and their billing within 14 (fourteen) consecutive calendar days after sending the documents, by email to reservas@az2azores.com, or by letter to the address of one of our stations.

In the event that you do not contest within said 14 days, Way2azores, sole proprietorship reserves the right to charge said costs.

c) Common rules

Please note that depending on the Damage suffered by the Vehicle and the type of protection that you have subscribed with Paulo Aguiar, Unipessoal Lda. May or may not be charged for the full amount of the repair cost.

In any case, You can challenge the Damages and, or the respective invoicing, under the terms referred to in b), without prejudice to being able to always claim before the competent courts (Clause 23 "What happens in case of litigation related to my rental ")

13) WHAT SHOULD I DO ABOUT MAINTENANCE OF THE VEHICLE?

During Your Rental You must take all necessary protective measures to keep the Vehicle in the same condition as it was delivered to you.

You should be aware of any warning signs of the vehicle dashboard lights and take the necessary protective measures.

The Vehicle is supplied with the tires, in number and in the conditions that meet the requirements of the traffic laws. In the event that any of them suffer damage, in addition to normal wear and tear, latent defect or force majeure, it is obliged to replace immediately, bearing all expenses, for a tire of the same size, type and brand.

Any modification or mechanical intervention to the Vehicle without the prior written authorization of Paulo Aguiar, Unipessoal Lda. is forbidden. In case of violating this rule, you will have to bear the costs of restoring the Vehicle in the same conditions as it was delivered to you and will be responsible to Paulo Aguiar, Unipessoal Lda. for any damages arising from breach of any of the aforementioned maintenance obligations.

14) WHAT SHOULD I DO IN CASE OF ACCIDENT, MECHANICAL FAILURE OR THEFT OF THE VEHICLE?



- In the event of a mechanical breakdown, which prevents you from continuing to drive and / or requiring you to stop to avoid further damage, you have a helpdesk available, which is included in the price of your rental. The terms of this assistance are described in Annex I of these T & Cs.
- In the event of an accident, you must immediately (i) inform Paulo Aguiar, Unipessoal Lda. And call the local law enforcement authorities and (ii) complete the Friendly Car Accident Statement.
- In these cases, you should contact the service that is included in the price of your rental, to the number indicated on the vehicle.
- In the event of theft or accident of the Vehicle, you must send to Paulo Aguiar, Unipessoal Lda. A copy of your participation to the police authorities within 24 Hours, together with the Vehicle's keys and documents, if they have not been stolen

15) WHEN SHOULD I RECEIVE MY INVOICE AND PAY FOR RENT?

You will receive your invoice once all the elements of your rental are defined. The total amount will be paid or you will be charged in one go or in different stages, depending on the situation.

- As a general rule, the confirmation of the rental passes through the prepayment of Your rental (in your reservation made online, via call center or at a Paulo Aguiar, Unipessoal Lda.), Which will include the daily value of the rental of the Vehicle and accessories for the Period as well as any additional mobility services. The agreed amount will be charged to your payment method and you will receive an invoice or receipt for this prepayment. Finally, the prepaid amount will be mentioned in the final invoice and deducted from the total amount that may still be paid.
- If, for any reason, you can not confirm your rental by prepayment at the time of booking, the amount of the deposit, the rental costs of the Vehicle and the accessories, any additional services or drivers or any coverages you decide subscribe, will be broken down in the Rental Contract and accepted by you before signing the contract and lifting the vehicle. The final and overall costs of your rental will be charged and billed at the time of delivery of the Vehicle at the beginning of the Rental Period.

Any additional fees or costs will be charged when returning the Vehicle (if they can be calculated at the time). If you have incurred in extra costs, such as fines or caused Vehicle Damage identified without Your presence, Paulo Aguiar, Unipessoal Lda. Will charge you, together with the respective administrative costs (for the management of the fines and fines processes and the damage management process) later when they become aware of them.



In this case, you will have fourteen (14) days from the date of the sending of the billing notification, to contest and, or justify not be responsible for the management costs, you can do so through email to reservas@aguiaturazores.com. If you do not contest within the mentioned period, you will be charged the amount of said administrative costs.

The invoice will be sent electronically to the email address you have provided us for this purpose. If you do not want to receive the invoice electronically, you can choose to receive it on paper.

In the event that the payment date indicated on the invoice expires, you expressly agree that:

- This implies the immediate and integral expiration of all invoices to be paid and the termination of the Rental Agreement, and
- Paulo Aguiar, Unipessoal Lda. Will have the right to immediately demand the return of the Vehicle and,
- You will have to pay default interest at the statutory rate.

In the event that the Rental Agreement is signed under a Commercial Agreement, the respective company shall be jointly and severally liable for payment of the invoice.

16) WHAT IF I WANT TO CANCEL OR CHANGE MY RESERVATION?

a) Alterações

You may change your reservation without any cost, provided that you give Paulo Aguiar, Unipessoal Lda. Notice of such changes at least 48 hours before the rental is scheduled to begin.

Please note that if you change your reservation, new rental prices may apply and you should always use the same communication channel that you used when you first made a reservation for the Vehicle.

b) Cancellation

- If you have pre-paid for your reservation online:

You can cancel your reservation if you notify Paulo Aguiar, Unipessoal Lda. By Email: reservas@way2azores.pt, at least 72 hours before the rental is scheduled to begin.

The cancellation has a cost equal to the bank charges, which may be different from Bank to Bank.

17) WHAT SHOULD I DO IF I WANT TO EXTEND MY RENTAL AGREEMENT?

In the event that you wish to extend the Rental Period provided for in your Rental Agreement, you must perform the following steps:

- Contact the Paulo Aguiar, Unipessoal Lda. For vehicle return;



- Go to the closest Paulo Aguiar, Unipessoal Lda. station that is indicated to you;
- Carry out an inspection of the Vehicle together with the representative Paulo Aguiar, Unipessoal Lda .;
- Sign an addition to the Contract or a new Rental Contract, whichever applies to it;
- In case you want to change the conditions of your rental, in addition to signing a new Rental Contract, you must pay for the previous rental and the associated costs.

If you do not comply with the above mentioned steps and stay with the Vehicle, the provisions of clause 11 d): "Delay in returning the Vehicle" apply.

18) WHAT IS FUEL POLICY?

All Vehicles must be returned with the same amount of fuel in the tank present at the time of delivery. Upon return of the Vehicle, the following situations may occur:

- You return the Vehicle with the same level of fuel delivered to it, no additional cost will be charged.
- In case of not returning the Vehicle with the same level of fuel identified at the time of delivery of the Vehicle, a refueling fee of 120.00 € will be charged.

19) DO I HAVE TO PAY A DEPOSIT BEFORE LIFTING THE VEHICLE?

When you lift the Vehicle, you grant a credit card authorization for a bond. The deposit is intended to cover additional rental costs.

In any case, the amount of the deposit is specified in the confirmation email that was sent to you at the time of your reservation and in the Rental Agreement. If no additional rental costs are identified, the deposit will be refunded within the agreed time frame between you and your bank. The deposit must be made by Si or by an additional Driver duly identified in the Rental Agreement and must present the same credit card as indicated at the time of booking.

20) CAN I PAY MY RENTAL WITH A FOREIGN CREDIT CARD?

If you are a foreign renter, holder of a credit card visa or MasterCard (in a currency other than the Euro) you can take advantage of the currency exchange rate for your card when paying for your rental.

If for any technical reason, Paulo Aguiar, Unipessoal Lda. Can not provide this service or if you, a VISA or MasterCard card holder choose to pay in Euros, the conversion to the currency of the card will be made according to the conditions of your Bank.

21) WHAT WAY2AZORES POLICY TO PROTECT MY PERSONAL DATA?



Paulo Aguiar, Unipessoal Lda. May use any personal information you have provided to Paulo Aguiar, Unipessoal Lda. Including the data of any Authorized Driver, for the purpose of providing rental services, namely to verify identity, to collect values , monitor fraud and manage any situations before, during and after the Rental Period at Paulo Aguiar, Unipessoal Lda. may provide your personal data contained in the Rental Agreement, and details of the performance of the obligations covered by this Rental Agreement, to third parties , such as police authorities, credit recovery agencies (including lawyers) and any other relevant organization. In case of non-compliance due to non-payment, Paulo Aguiar, Unipessoal Lda. May also, and if you specifically consents to it at the end of the present T & C's, communicate your personal information to the ARAC - , for the purposes of insertion into its non-compliant client file and which in turn may be accessible to any of its members to assist them in deciding whether to accept it from you or any driver identified with a customer. Please note that the conclusion of the Rental Agreement is not dependent on your consent to use, in any way, in non-complying customer databases and your communication to ARAC, of the personal data provided under this contract. Our privacy policy is available at www.way2azores.com

Paulo Aguiar, Unipessoal Lda. Collects and processes data for the purpose of providing you with vehicle rental services and for marketing purposes such as promotions and for the purposes of the customer loyalty program. You will be informed of any personal information that must be collected by Paulo Aguiar, Unipessoal Lda. At the station or online, by indicating an asterisk. The recipients of this data will be only the companies that integrate the Group Paulo Aguiar, Unipessoal Lda. As well as its franchisees. Some of the recipients of the collected data may be located in countries where the legislation on personal data does not confer a level of protection equivalent to the standards of Portuguese law and the National Data Protection Commission (CNPD). Nevertheless, the transfer of personal data to a country with an insufficient level of protection will only be done in the case of renting a Vehicle at Paulo Aguiar, Unipessoal Lda. Located in a country outside the European Union, as required to execute its Rental Contract , pursuant to article 19 of Law 67/98 of October 26.

In these terms you will have the right to access, rectify and delete any data concerning you. You may exercise this right by accessing reservas@aguiaturazores.com.

We inform that in order to prevent associated risks, Paulo Aguiar, Unipessoal Lda. May decline the rental of Vehicles to people who do not offer guarantees of compliance with the contract. We also inform you that your personal data may be notified to the police authorities of your request in case of breach of the Highway Code and / or the commission of any crime committed during your rental. By accepting the present T & Cs, you expressly acknowledge that you have given your explicit consent to the aforementioned privacy policy.



23) WHAT HAPPENS IN CASE OF A LITIGATION RELATED TO MY RENTAL?

- Applicable law

In the event of a dispute between Si and Paulo Aguiar, Unipessoal Lda. Regarding your rental, the applicable law will be the one of the country of the vehicle's survey. For example, if you are a Portuguese citizen and have raised the Vehicle in Portugal, the applicable law will be Portuguese. However, if you rent a Vehicle while you are in Germany, your rental will be governed by German law.

- Customer services

Regardless of where you entered into the Rental Agreement, you may choose to contact Customer Service in your country of residence. Your Customer Support team will contact the country of the lease on your behalf and will attempt to resolve your issue. You can contact the Customer Service for reservas@aguiaturazores.com.

National Litigation: In case you are resident in Portugal and the rental has also occurred in Portugal, it is advised that you have at your disposal any of the following alternative dispute resolution entities:

Center of Arbitration of Consumer Conflicts of Lisbon

<http://www.centroarbitragemlisboa.pt/>

Center of Arbitration of Conflicts of Consumption of the Valley of the Ave / Arbitral Tribunal

<http://www.triave.pt/>

CIAB - Consumer Information, Mediation and Arbitration Center (Consumer Arbitration Court)

<http://www.ciab.pt/pt/>

CNIACC - National Center for Consumer Conflict Information and Arbitration

<http://www.arbitragemdeconsumo.org/>

Center of Arbitration of Conflicts of Consumption of the District of Coimbra

<http://www.centrodearbitragemdecoimbra.com>

Information Center, Mediation and Arbitration of Consumer Conflicts of the Algarve

<http://www.consumoalgarve.pt>

Porto Consumption and Arbitration Information Center

ANNEX I



SERVICE OF THE VEHICLE TECHNICAL ASSISTANCE

During the Rental Period, you benefit, without extra costs, from a 24-hour assistance service associated with the use of the Vehicle.

Please note that in case of damage caused by Si and / or any driver or due to the use of wrong fuel or the loss / damage caused to the keys of the Vehicle, as well as in case of bore or tire damage, you must pay the following costs:

- Lost or broken keys: EUR 200 to 350;
- Wrong fuel, albeit without causing mechanical or engine damage: EUR 380 to 500, including towing (plus missing fuel);
- Hole and / or damage that destroys only the tire: EUR 50 to 150 + administrative fee of EUR 30 per claim.
- The costs of towing and / or assistance, inside or outside the Country, due to misuse of the vehicle, will be the responsibility of the LESSEE. Assistance Fee - Between 150.00 € and 500.00 €.

Baby chair - 5.85 € PER DAY

Additional Driver - 3.00 € PER DAY

Delivery and collection service Vehicle - 25 €



Delivery and Collection after hours - 20 €

This service includes:

- Vehicle Breakdown;
- Shipping and payment of towing costs of a vehicle that has not been involved in an accident or has failed and can not be repaired on the spot;
- Find a replacement vehicle within a 50 km radius if the Vehicle can not be repaired on the spot (NB: the Rental Contract remains in effect until the last day of the original agreed rental),
- Transportation of the beneficiaries to the rental station where the replacement can be made;
- If no replacement vehicle is identified:

This service for the Vehicle excludes:

- Any incidents or damages caused by taking part in sporting events, rallies or any other type of competition;

