

GENERAL TERMS AND CONDITIONS OF THE VEHICLE RENTAL AGREEMENT



1. Recitals

1.1. Within the meaning of these General Terms and Conditions of the vehicle rent (hereinafter: Terms and Conditions), the following words and expressions shall have the following meanings:

a) “Owner” INTERCARS having its registered office in Vlychadas street A33, Kato Gouves, Zip code 70014, Crete, Greece, License of Ministry of Tourism: 1039E81000293001, which under the commercial name and brand INTERCARS performs car rental service (hereinafter referred to as INTERCARS), email: info@intercars.gr , phone: +30 2897042755.

b) “Renter” – any natural or legal person renting a vehicle or having a vehicle rented for himself/itself.

c) “Driver or Driver 1” – the person taking the vehicle from INTERCARS;

d) “Driver 2, 3, etc.” –person(s) stated in the Agreement who are authorized to operate the vehicle in addition to the Driver/Driver 1 (hereinafter: Additional Driver(s));

e) “Consumer” shall mean any natural person using the rent who enters into the rental agreement or acts on the market beyond the scope of its commercial, business, trade or professional activity;

f) The Renter, Driver and Additional Driver shall be jointly and severally liable to INTERCARS for the performance of and compliance with all provisions of the Terms and Conditions and the Agreement and shall hereinafter be jointly referred to as the “User”, unless the Agreement or context requires otherwise.

g) “Unauthorized User/Driver” – any person not indicated in the Rental Agreement as an authorized user of the vehicle (except for a person indicated as the user, i.e. driver of the vehicle by a legal person in accordance with Section 9.2.2 of these Terms and Conditions) or any other person not eligible for operating the relevant class and category of vehicle or a person whose authority/driving license has been revoked, was banned and legally sanctioned from operating the vehicle;

h) “Third Party” shall mean any natural or legal person other than INTERCARS and the User of the vehicle being rented:

(e.g. passengers in the vehicle, persons outside the vehicle, other participants in traffic, pedestrians, etc.);

i) “Start of Rent” shall mean the date and time of collecting the vehicle for rent, that is, the time the User is required to collect the vehicle for rent;

j) “End of Rent” shall mean the date and time of returning the vehicle to INTERCARS, that is, the time the User is required to return the vehicle to INTERCARS;

k) “Collecting and Returning Point/Drop off” shall mean the INTERCARS’s site/office where the User collects the vehicle at the beginning of the rent and returns the vehicle at the end of the rent, that is, the location where the User is required to collect and return the vehicle;

l) “Vehicle” shall mean the vehicle specified in the Rental Agreement, given for rent;

m) “Rental Agreement” shall mean the individual agreement to be executed at acceptance of a vehicle for rental (hereinafter: Agreement).

1.2. These Terms and Conditions contain all pre-contractual information that is required to be provided to the Consumer and any other User prior to entering into the Rental Agreement.

1.3. By reserving the Vehicle with INTERCARS and entering into the Rental Agreement, the User acknowledges these Terms and Conditions and agrees to their applicability.

1.4. These Terms and Conditions that supplement the provisions of the Rental Agreement shall apply to the individual Rental Agreement to be signed by the User when collecting the Vehicle in INTERCARS’ office/point of service. In case of any discrepancy between the provisions of a Rental Agreement and these Terms and Conditions, the provisions of these Terms and Conditions shall prevail.

1.5. These Terms and Conditions also refer to the use of the INTERCARS Car Rental online store website: www.intercars.gr This website can be used free of charge, however subject to the rules laid down in these Terms and Conditions. Its content is protected by copyright that belongs or has been assigned to INTERCARS. As the

copyright holder, INTERCARS is also entitled to edit, select, and adjust the website content. The relevant website contains trademarks, names of individuals, and other similar items of intellectual property. All photos, images and other material appearing on the website are the property of INTERCARS and may not be used without obtaining its written consent. Furthermore, no material from the website may be used in connection with the sale or offering of any products or services for sale. The mentioned consent and terms of use of the website may not be transferred, subcontracted, or assigned. Hence, any planned or attempted transfer, subcontracting or assignment will be considered void. By using the material from the website, users agree to fully comply with the restrictions, terms/conditions and requirements laid down herein. INTERCARS makes no representations/warranties and will not accept any objections regarding the accuracy or completeness of any material contained on its website, or liability for consequences that may arise because of different interpretations of the material contained on its website.

2. Subject Matter of Agreement

2.1. Pursuant to the Agreement, INTERCARS shall provide the Vehicle, in the condition fit for the use, to the Renter to be used by him and the Renter shall pay rent, other fees and expenditures, under the terms of the Rental Agreement, Terms and Conditions and pricelists of INTERCARS. The type and brand of the Vehicle to be rented shall be specified in the Rental Agreement.

3. Terms of Rent

3.1. Entering into the agreement for the rent and use of the Vehicle shall be subject to the following conditions:

- a)** the User must be at least 21 years old,
- b)** the User must have held a valid driving license allowing him to operate the relevant vehicle category for at least 3 years (from day of its issuance). An international driving license is required by the Greek Law for all renters that are not citizens of the European Community.

3.2. As a condition precedent to collecting the Vehicle, the User shall at the time of collecting the Vehicle present to INTERCARS such original documents (Identity Card/Passport, driving license) that shall demonstrate that he meets the above requirements for operating the Vehicle. INTERCARS shall retain copies of such documents for its internal purposes.

3.3. The Driver collecting the Vehicle and executing the Rental Agreement for a Renter being a legal person shall warrant that he is authorized to do so and shall warrant and be liable to INTERCARS jointly and severally with that legal person for the compliance with and performance of all obligations hereunder.

4. Bookings and Remote Execution of the Agreement

4.1. If the User wishes to reserve a Vehicle for rent, he may contact INTERCARS using different channels (INTERCARS email: info@intercars.gr , website: www.intercars.gr , telephone, Viber, WhatsApp, Signal, Telegram etc.).

The “Booking” of a Vehicle rent shall represent an INTERCARS’s record whereby the User providing his name and other information he shall be required to provide at such time expresses a wish and intention to rent a certain class of Vehicle from INTERCARS as of a particular hour and date and at a particular location (time, date and place of collecting the Vehicle) and to return the Vehicle to INTERCARS at a particular time, date and place (time, date and place of returning the Vehicle). The time of collecting and returning the Vehicle specified in the reservation shall always be stated according to the local time, that is, INTERCARS’s time.

4.2. INTERCARS shall normally only accept bookings for a particular class/type of Vehicle rather than for Vehicles of particular brands, models, manufacture years or models with particular characteristics that are not common to all vehicles in the class, so INTERCARS shall not be required to provide a vehicle of the brand reserved by the User.

4.3. When making his booking, the User shall be provided with the available information about the basic price of the rent per day inclusive of VAT as well as information about the additional services, additional equipment and their respective prices and protective clauses under Section 15 of these Terms and Conditions, while any additional fees and costs shall be accounted for in accordance with these Terms and Conditions, the Rental Agreement and the applicable INTERCARS’s pricelists.

4.4. INTERCARS shall administer such received booking and may accept or reject it subject to its terms applicable to such rental, availability of the Vehicle, etc. and shall notify the User thereof using an available or established channel of communication.

4.5. At confirmation of a booking request, the indication of the reservation number shall mean that the Rental Agreement has been entered into for the period and the vehicle class/type indicated in such confirmed reservation. For a reservation made and confirmed via web, the User shall receive at his email address provided by him, i.e. a reservation confirmation, i.e. voucher, which shall be treated as confirmation of executed agreement to the consumer within the meaning of the Consumer Protection Act, whereas a Consumer who made his reservation using any other option of remote communication (email, phone) shall receive his agreement and confirmation of executed agreement at the time he begins to use the rental. The Consumer who made his reservation using a means of remote communication shall sign the individual Rental Agreement at collection of the Vehicle.

4.6. The Agreement shall be deemed entered for the period specified in the confirmed booking or the Rental Agreement.

4.7. Each party shall be responsible for its costs of using such means of remote communication within the meaning of this Section.

5. Cancelling the Booking and Terminating the Agreement

5.1. If the Consumer or the User wishes to cancel or change his booking (different class of Vehicle, Start of Rent, End of Rent, rental location, etc.), he shall notify INTERCARS thereof in a timely manner as soon as possible, but no later than 7 days prior to the Start of Rent.

5.2. To be entitled to cancel or change his reservation referred to in the preceding paragraph, the Consumer or the User shall send his statement of cancellation or change of reservation to INTERCARS to its email address: info@intercars.gr or shall make such a statement using a telephone or any other available channel of communication, which statement shall include his full name, address, telephone number or email address, and the booking confirmation or voucher number.

5.3. If the Consumer or the User changes his booking prior to the Start of Rent in relation to the class of the Vehicle or the Start of rent, the End of Rent, or the rental location, which must be confirmed by INTERCARS, INTERCARS reserves the right to change the price of the rental according to the applicable prices.

5.4. In case the Consumer or the User fails to collect the Vehicle on the date and at the time of the Start of Rent without providing a prior notice thereof to INTERCARS in accordance with sections 5.1. and 5.2. of the Terms or if he fails to notify to

INTERCARS the reasons for such delay in writing or by telephone, the reservation shall be deemed cancelled 3 hours following the intended Start of Rent. In such case, INTERCARS reserves the right to charge the basic price for the relevant Vehicle class in accordance with the agreed term of the rental.

5.5. Neither the User nor the Consumer shall be entitled to terminate the Agreement if the rent has already started and the Rental Agreement has been fully performed, that is, after the rental service has been provided and the Vehicle has been returned.

5.6. In case the Consumer or the User returns the Vehicle prior to the agreed End of Rent contrary to the preceding paragraph, INTERCARS shall be entitled to charge the Consumer or the User for the rental up to the agreed End of Rent and, if the Vehicle is used after the End of Rent, INTERCARS shall be entitled to charge the User or the Consumer the Renter up to such time the Vehicle is returned to INTERCARS as well as the relevant additional fees payable for returning the Vehicle late.

5.7. Regarding the booking of the Vehicle the following cancellation conditions apply:

a) Pay on Pick Up: If you did not prepay for your reservation, there will not be a cancellation fee.

b) Partially Prepaid Reservations: INTERCARS offers free cancellation up to 7 days before the scheduled pick-up time. A total refund will be processed automatically after the cancellation and will be made for the original booking amount. The bank expenses (€5) will be borne by the Renter.

If the Renter needs to cancel his reservation less than 7 days prior to the scheduled pick-up time then INTERCARS's cancellation policy applies, which releases INTERCARS from the obligation of any type of refund.

Please note: If the User does not present the necessary documents (valid driving license/ ID /passport) INTERCARS retains the right to cancel the booking and the Renter is not entitled to a refund.

c) Fully Prepaid Reservations: INTERCARS offers free cancellation up to 7 days before the scheduled pick-up time. A total refund will be processed automatically

after the cancellation and will be made for the original booking amount. The bank expenses (€5) will be borne by the Renter.

If the User needs to cancel his reservation less than 7 days prior to the scheduled pick-up time, then INTERCARS charges 35% of the booking amount plus the bank expenses (€5) that are solely borne by the Renter.

6. Basic Price of the Rental, Additional Services, Fees and Costs

6.1. The basic price of Vehicle rental shall normally only pertain to the price of renting the Vehicle, unless otherwise defined in the pricelist or the Rental Agreement.

6.2. Any additional services, fees, and costs payable additionally according to these Terms and Conditions, the Rental Agreement and INTERCARS's pricelists are not included in the price of the rental.

6.3. The amounts payable for rentals, additional services, fees, and costs shall be subject to change according to INTERCARS's business decisions or any changes to tax rates, government levies or regulations. The User may contact INTERCARS to obtain information about vehicle rental prices using different channels, including telephone lines and website provided that such information shall be indicative and shall not create any rights or obligations.

6.4. The User shall pay INTERCARS the basic price of rental and for any additional services and equipment used by him (e.g. GPS, child safety seat, etc.), as well as any additional fees, services and costs not stated in the Rental Agreement, these Terms and Conditions, the relevant regulations, and INTERCARS's pricelists and rates.

6.5. The fees and costs payable separately prior to or on expiration of the rental according to INTERCARS's applicable pricelists and rates shall include but not be limited to:

a) the fee for one-way rentals, that is, such rentals where the User collects the Vehicle for rental at one INTERCARS's point of service and returns it at another (not applicable to points in the same city) or at such location where INTERCARS does not have an office;

b) the fee for the change of location for the collecting/returning the vehicle

- c)** the fuel and fueling fee if the Vehicle is not returned with the amount of fuel it contained at the time it was collected for rental;
- d)** the late Vehicle return fee,
- e)** the fee for collecting, delivery or returning the Vehicle after the relevant office's hours of operation or during non-working days, holidays or memorial days prescribed by the applicable laws and regulations of the Republic of Greece;
- f)** the fees for damage to or repair of the Vehicle (depending on other provisions of the Terms and Conditions and the Rental Agreement), as well as any other costs pertaining to resolving, collecting compensation for or repairing such damage (including the relevant legal expenses);
- g)** the liquidated damages from section 15.2.
- h)** damage processing and reporting fees
- i)** the fees for damaged or lost parts, keys or equipment of the Vehicle;
- j)** the fee for lost or damaged Vehicle documents;
- k)** the fee for cleaning the interior of the Vehicle if the Vehicle is returned in a particularly dirty condition, which requires additional cleaning or freshening of the Vehicle. This includes but is not limited to sand, stones, rubbish, spilt fluids, food, vomit, and any other stains or unpleasant odors including cigarette smoke, etc.;
- l)** any traffic and/or parking charges/fines as well as any other similar fees arisen in connection with the use or operation of the Vehicle (e.g. road tolls, bridge tolls, etc.);
- m)** the administration fees specified in these Terms and Conditions, the Rental Agreement or INTERCARS's pricelists and rates.

6.6. Taxes VAT 24 % and all local taxes are included in all INTERCARS prices displayed on the website or generally communicated to the User.

7. Payment terms

7.1. INTERCARS accepts credit cards of internationally recognized credit card companies such as MasterCard and Visa. American Express is excluded.

7.2 INTERCARS accepts cash payments in euros (€).

7.3. The User agrees to pay immediately or by the deadline defined by INTERCARS, according to the current price list, the rent, expenses, fees, contractual penalties, and all other amounts arising or that may arise regarding the rent and use of the vehicle. The responsibility of the Renters, Driver and Additional Driver(s) for the payment of all obligations hereunder and the Rental Agreement, or the related rent and use of the vehicle to INTERCARS is joint and several.

7.4. INTERCARS may charge the User for the relevant amounts payable during or after the term of the rental if it finds the User to have a liability, or the User may pay such costs as agreed with INTERCARS, in any event at INTERCARS's sole discretion.

7.5. If the User fails to pay any amount payable under these Terms and Conditions or the Rental Agreement within the time limit indicated in the invoice, or in the Rental Agreement, or a notice or any other document, INTERCARS may, without compromising any other rights it has, charge the User all additional costs as stated below:

a) the statutory default interest accruing at the rate defined by the relevant Greek regulations;

b) any costs incurred by INTERCARS in connection with any action taken for the purpose of collecting any amount payable to it, whether INTERCARS takes such action itself or through a debt collection agency or any other external agency or law firm.

8. Collecting and Returning the Vehicle

8.1. INTERCARS shall deliver the Vehicle to the User eligible to rent it in a good and roadworthy condition, including all required documents, parts, accessories, and mandatory equipment. The Users shall make any comments regarding the condition of the Vehicle immediately, prior to driving the Vehicle away from the location of its collection. When picking up and/or dropping off the vehicle, the User may be requested to sign a document (the so-called Check-in and/or Check-out Form) in which the condition of the vehicle before and/or after being picked-up by the User will be recorded. The document may be delivered to the User for signing in paper form and/or on some type of electronic media (which adequately provides for the possibility of affixing a handwritten signature). If it is prepared in electronic form, once the vehicle is checked, the relevant document will be

delivered to the Renter and/or Driver and/or Additional Driver(s) (i.e. to their joint or individual email addresses stated in the Rental Agreement).

8.2. By signing the Rental Agreement, the User confirms he collected the Vehicle in a functional condition suitable for the agreed use, complete with all relevant equipment and all supporting documents.

8.3. The User shall return the Vehicle complete with all documents, spare parts, and equipment, in the same condition it was in at the time of collecting it, in the place, on the day and at the time indicated in the Rental Agreement and containing the same amount of fuel it contained at the time he collected it for rental (unless the full to empty fuel policy has been originally selected by the User).

8.4. If requested by the User, the Vehicle may be collected or returned after the relevant office's hours of operation, for which INTERCARS is entitled to charge a fee according to its applicable pricelist. If the Vehicle is returned after the ordinary hours of operation, the User shall act in accordance with the instructions for returning the Vehicle after hours, in which case he shall remain fully responsible for the Vehicle until such time the Vehicle is collected by INTERCARS.

8.5. If the Vehicle is delivered or returned within the same city where the delivering or collecting office is located, such delivery of the Vehicle to the User and collection of the Vehicle from the User outside INTERCARS's office shall be paid for according to INTERCARS's applicable pricelist. The Vehicle may be delivered and collected outside such city where an office is located in case the User accepts INTERCARS's offer provided by it specifically for such case.

9. Use of the Vehicle

9.1. The User shall:

a) return the Vehicle on expiration of the term of the rental at the place and within the period defined by the Agreement, in such condition, with such equipment and containing such amount of fuel as at the time of its collection or earlier at INTERCARS's request, provided that any extension of the agreed term of the rental shall be requested from INTERCARS at least 24 hours prior to the expiration of the original term of the rental; otherwise, the User shall be deemed to hold the Vehicle illegally,

- b)** not overload the Vehicle or use it for driver training or transport or towing of other vehicles or trailers, for paid transport of passengers, for races, for testing durability, speed tests, or for committing any illegal acts;
- c)** ensure that only the Driver or the Additional Driver(s) use the Vehicle for their own purposes in accordance with the intended use of the Vehicle;
- d)** not allow any Unauthorized User/Driver(s) or Third Parties to use the Vehicle,
- e)** use the Vehicle properly and treat the Vehicle according to the best business practices,
- f)** not smoke or allow anyone else to smoke in the Vehicle;
- g)** not allow any kind of pet to embark into the Vehicle, this is not allowed for any reason;
- h)** always brake the Vehicle, and lock it after leaving it with its windows closed and take the Vehicle's keys and document with him and always have them under his personal control, activating all safety systems in case the Vehicle has them;
- i)** only drive on public roads, not being under the influence of alcohol or narcotics, in compliance with all relevant traffic regulations and flows,
- j)** ensure that the Vehicle is technically functional i.e. regularly check the coolant, oil and tire pressure levels, etc.;
- k)** refrain from making any modifications on the Vehicle;
- l)** be responsible for all costs in connection with the operation of the Vehicle, fuel, parking charges, fines for violations, and other similar charges,
- m)** not allow for passengers or cargo in excess of the maximum allowed levels stated in the Vehicle's registration document to be transported in the Vehicle;
- n)** not drive the Vehicle beyond the borders of the island of Crete, this is not allowed for any reason. In case of violating such cross-border and territorial restrictions with respect to the use of the Vehicle, the protective clauses applicable to the User as specified in Sections 14 and 15 of these Terms and Conditions shall cease to apply;
- o)** not assume and is not authorized to assume any obligations on behalf of INTERCARS in connection with the Vehicle or its use and operation.

9.2 As an exception and subject to prior written notice given to and consent given by INTERCARS, a Renter who is a legal person may allow its eligible employee to use the Vehicle and shall in such case acquaint such employee with the Terms and Conditions of the rental and Driver's responsibilities, which shall in no case reduce such legal person's responsibility for complying with these Terms and Conditions and the Rental Agreement.

10. User's Obligations

10.1. During the term of the rental, the User shall:

- a)** act in a reasonable manner and according to the best business practices when driving and parking the Vehicle;
- b)** maintain the coolant battery fluid in the Vehicle at the required level;
- c)** maintain the oil in the Vehicle at the required level;
- d)** be obliged to fasten the child seat(s) if required, at his own risk;
- e)** only use the type of fuel specified for the Vehicle in question;
- f)** maintain the tire pressure at the required level;
- g)** discontinue driving and immediately notify INTERCARS in case a light signal is activated or if the User considers the Vehicle to need a mechanical inspection or repair; and
- h)** ensure that all Drivers authorized to use the Vehicle during the term of the rental are fully familiar with and aware of the provisions of the Rental Agreement and these Terms and Conditions.

11. Traffic Violations

11.1. The Renter, Driver, and Additional Driver(s) shall be jointly and severally responsible to INTERCARS for any fines or charges relating to traffic and/or parking. In case INTERCARS receives a notice of traffic or parking violation/fine committed or incurred during the term of the rental, it may send to the Renter, Driver and/or Additional Driver(s) a copy of such notice as soon as possible and provide the necessary information to the authority responsible for issuing such notice, penalty or fee to the Driver, Additional Driver(s) and/or Renter.

11.2. INTERCARS is entitled to charge the Driver/Additional Driver(s) an administration fee to cover the costs of administration and sending the notice to

the relevant authority, the Driver, Additional Driver(s) or the Renter in connection with such traffic and/or parking violations and charges/fines.

11.3. In case INTERCARS is required to pay any amount for any traffic or parking violation, INTERCARS shall, after paying them, charge the User for the amount of such paid fees plus interest and other expenses.

12. Damage, Defect, Traffic Accident, Stolen/Lost Vehicle and Lost Documents

12.1. If the Vehicle is involved in a traffic accident or is damaged, broken or requires to be repaired or salvaged, irrespective of the cause, the User shall stop the vehicle without delay, immediately notify INTERCARS and the police of such incident and request a record be made of the event, shall complete a report of such event/damage, and shall ensure that the Vehicle does not deteriorate or suffers additional damage.

12.2. The User shall not procure or undertake any repairs without INTERCARS's approval, except to the extent necessary to prevent further damage to the Vehicle or any other property. If the Vehicle requires to be repaired or replaced only INTERCARS may provide another vehicle to the User at its sole discretion.

12.3. Particularly in case of a traffic accident, or if the Vehicle is stolen/missing, collision with an animal, fire, burning vehicle, or explosion of Vehicle, the User shall call the police and request a report of the event be made.

12.4. The costs of reporting lost and obtaining new supporting documents for the Vehicle shall be borne by the User according to the applicable Pricelist.

12.5. INTERCARS shall reimburse the User for all necessary costs of oil, lubricant, regular maintenance, and minor repairs required during the term of the rental, provided such costs are notified to INTERCARS in advance and approved by it, except for the cost of washing the rented Vehicle, subject to presentation of a paid bill. Such bill must be issued in INTERCARS's name and shall be recognized by INTERCARS if paid in cash to a legal entity.

12.6. If the User is found to have unreasonably or unnecessarily replaced an assembly, part or device on the Vehicle, INTERCARS shall not pay the User the value of such part, assembly, or device.

12.7. The reimbursement of User's costs is subject to consent of INTERCARS's authorized person; otherwise, such costs shall not be reimbursed.

12.8. INTERCARS shall not be liable for any damage incurred by the User or any passengers in the Vehicle or third persons and their property.

12.9. Under the circumstance of an accident the User must take the following measures:

- a) Obtain as much as possible details of the persons involved in the accident.
- b) Immediately provide INTERCARS with all the details regarding the accident.
- c) Immediately notify the authorities if the third party should be investigated or in the event of injured persons.
- d) Do not leave the Vehicle without taking correct measures to protect and safeguard it.

13. User's Liability for Damage

13.1. The User shall reimburse INTERCARS for all the damages incurred to the vehicle or connected to the vehicle and for the damages incurred connected to the use of the vehicle, relating to but not limited to:

- a) any loss, theft or disappearance of or any damage to the Vehicle or any of its parts, accessories or additional equipment;
- b) any consequential damage, loss or costs incurred by INTERCARS, including the costs of any repair, salvage, losses resulting from the inability to rent the Vehicle, storage charges, damage administration, legal expenses, etc.;
- c) any loss or damage incurred by any passengers in the Vehicle, Third Parties or their vehicles or property during the term of the rental, i.e. use of vehicle.

13.2. Within the meaning of the preceding paragraph, the User shall in particular be liable for any damage or loss resulting from:

- a) failure to comply with these Terms and Conditions (in particular Sections 9 and 10 hereof), the Rental Agreement or the applicable regulations,
- b) improper use of the Vehicle or any action of the User resulting in damage to the engine or its drivetrain;
- c) insufficient oil levels, filling inappropriate oil or fuel, lack of transmission or differential fluid, coolant or any damage to the oil tank, clutch, or any damage to the Vehicle's undercarriage,

d) any action taken by an Unauthorized User/Driver.

e) Destroyed tires, glasses or damages caused to the underside of the car which were done intentionally or as a result of reckless or negligent driving. These include driving on unpaved surfaces, driving under the influence of illegal substances (drugs, alcohol etc.)

13.3. The User shall also be liable for any other damage resulting from his failure to comply with the provisions of these Terms and Conditions, the Rental Agreement, and the applicable regulations.

14. Insurance Against Third Party Liability

14.1. Pursuant to the relevant regulations and terms of insurance, INTERCARS's vehicles are insured against damage caused by using the Vehicle to any Third Party such as death, physical injury, impaired health or destruction of or damage to any items during the term of the rental.

14.2. Such insurance may be invalid if the User breaches any provision of these Terms and Conditions, the Rental Agreement, any applicable regulations, or terms of insurance, in which case the User agrees to compensate INTERCARS for or pay it in arrears all expenses incurred in connection therewith if INTERCARS is required to compensate such Third Party or their insurer for such damage.

15. Responsibility for the return of vehicles and protective provisions/clauses

15.1. The User shall return the Vehicle undamaged, in the same condition as when rented, in accordance with the other provisions of these Terms and the Rental Agreement.

15.2. Should the User fail to return the Vehicle in accordance with the previous section, undamaged and in the condition in which it was taken, the User shall pay to INTERCARS for all the damage (penalty) depending on the category/class of vehicle and the type of damage, according to the applied INTERCARS's pricelist.

15.3. In addition to the liquidated damages, the User shall compensate entire damage to the vehicle or in connection with the vehicle, in accordance with section 13.1. of these Terms and with the Rental Agreement.

15.4. The User's liability referred to in Section 15.2 and 13, 1a) of these Terms and Conditions (other than the liability for missing additional equipment or parts of the Vehicle) can be limited by contracting the protective provisions/clauses, which

must be indicated in the Agreement, and paid within the period referred to under these Terms, daily extra/fee for the agreed protective clause referred to in section of the Terms according to the applied INTERCARS's pricelist.

15.5. INTERCARS offers to the User the possibility of arranging the application of the safeguard clauses/fees stated below:

a) RELAX INSURANCE, which includes:

Collision Damage Waiver (CDW) – by arranging and paying the fee charged for this cover, the User's liability is reduced/limited to the payment of the liquidated damages stated in paragraph 15.2. of these Terms and Conditions, in accordance with the rates charged by INTERCARS for the relevant vehicle category. The CDW cover does not, however, limit the User's liability in the event of destruction of/damage to car tires, rims or rim caps, or destruction of/damage to the vehicle's undercarriage, interior or antenna theft in which case the User will, in addition to paying liquidated damages, also be required to compensate INTERCARS for the full cost of repair of the parts of the vehicle that have been destroyed/damaged,

Theft Protection (TP) – by arranging and paying the fee charged for this cover, the User's liability in the case of theft or attempted theft of the Vehicle is reduced/limited to the payment of the liquidated damages stated in paragraph 15.2. of these Terms and Conditions; Theft Protection will not cover items or personal belongings that are stolen from the Vehicle, such as GPS, computer, keys etc. If the User does not comply with these Terms and Conditions and the Rental Agreement he has signed for at the Start of Rent, Theft Protection will be declared null and void. For example, if the User leaves the Vehicle unlocked and it is stolen, he will be held responsible for the whole amount of replacing the Vehicle. Furthermore, at the event or attempt of theft, the renter is obliged to immediately inform the company otherwise the insurance is not valid,

Personal Accident Coverage (PAI) - by arranging and paying the fee charged for this cover, Personal Accident Insurance (PAI) provides death and permanent or partial disability benefits for bodily injury resulting from an accident. It may be the standard formula included in all our rental agreements which protects the main driver in the rental agreement, but without the PAI the driver would actually be exposed. Indemnities are agreed for any major injury occurring to the driver during the rental period.

Indemnities will not be issued in the following cases:

- i. Self-inflicted intentional injury, suicide or attempted suicide;
- ii. Murder or attempted murder;
- iii. Accident occurred while driving under the influence of alcohol or drugs (unless prescribed and taken under the supervision of a physician);
- iv. Accident caused by illegal street-racing;
- v. War or war-related events;
- vi. Engagement in illegal activities;
- vii. Complications related to pregnancy or childbirth;
- viii. Glasses replacement or ophthalmological examination, if the damage to the eyesight was not caused by a traffic collision.

This list represents a summary of the possible situations; other restrictions may apply. The insurance will no longer be valid in case of embezzlement of the Vehicle by the User, who has not returned the Vehicle in time to the location scheduled, or otherwise breached the rental agreement,

Third party insurance coverage (TPI) - Pursuant to the relevant regulations and terms of insurance, INTERCARS's vehicles are insured against damage caused by using the Vehicle to any Third Party such as death, physical injury, impaired health or destruction of or damage to any items during the term of the rental. Third Party Insurance provides compensation for bodily injuries to people when the Vehicle is involved in an accident. This could include the driver of the other vehicle, pedestrians, cyclists or motorcyclists. All vehicles must be equipped with liability insurance in order to travel on the road which covers damage costs to anything outside of the car but not the actual car itself. Such insurance may be invalid if the User breaches any provision of these Terms and Conditions, the Rental Agreement, any applicable regulations, or terms of insurance, in which case the User agrees to compensate INTERCARS for or pay it in arrears all expenses incurred in connection therewith if INTERCARS is required to compensate such Third Party or their insurer for such damage,

Fire insurance (FI): - Pursuant to the relevant regulations and terms of insurance, INTERCARS's vehicles are insured against fire which covers the damage caused to the Vehicle by fire, lightning strike or explosion. Such insurance may be invalid if the User breaches any provision of these Terms and Conditions, the Rental

Agreement, any applicable regulations, or terms of insurance, in which case the User agrees to compensate INTERCARS for or pay it in arrears all expenses incurred,

Flat tire, underside and glass insurance (FUG) (GI): Pursuant to the relevant regulations and terms of insurance, INTERCARS's vehicles are insured against flat tire, underside and glass damages all of which are standard insurance coverages that release the User from the excess cost that derives from damages done to the tires, underside, and glasses of the Vehicle in case of an accident. Destroyed tires, glasses or damages caused to the underside of the car which were done intentionally or as a result of reckless or negligent driving are not covered by any insurance policy. These include driving on unpaved surfaces, driving under the influence of illegal substances (drugs, alcohol, etc.) In case of normal speed driving, the User is obligated to inform INTERCARS if a flat tire situation occurs, to immediately send the road assistance service. On the other hand, the User can replace the flat tire with the spare wheel and by a low-speed drive take the Vehicle at the nearest petrol station to fix the damaged tire. At the end of the rental period, it is mandatory for the receipt to be shown to INTERCARS and the cost of the damage will be fully refunded,

Road Assistance Service (RAS) – INTERCARS supports the User with a 24/7 road assistance service upon the tarmac. In case that the User does not comply with these Terms and Conditions and the Rental Agreement and drives off road places, he is then subjected to an additional payment that the assistance service will charge as well as the full damage cost of the Vehicle and the amount required to be removed from the point that is stuck.

b) MEGA INSURANCE, which includes:

Fully comprehensive insurance (FDW) - The User's responsibility for any damage to the Vehicle is minimized to zero euros. The User is fully covered for any damage to the Vehicle and undercarriage of the Vehicle but shall also be liable for any other damage resulting from his failure to comply with the provisions of these Terms and Conditions, the Rental Agreement, and the applicable regulations,

Collision Damage Waiver (CDW) – by arranging and paying the fee charged for this cover, the User's liability is reduced/limited to the payment of the liquidated damages stated in paragraph 15.2. of these Terms and Conditions, in accordance with the rates charged by INTERCARS for the relevant vehicle category. The CDW

cover does not, however, limit the User's liability in the event of destruction of/damage to car tires, rims or rim caps, or destruction of/damage to the vehicle's undercarriage, interior or antenna theft, in which case the User will, in addition to paying liquidated damages, also be required to compensate INTERCARS for the full cost of repair of the parts of the vehicle that have been destroyed/damaged,

Theft Protection (TP) – by arranging and paying the fee charged for this cover, the User's liability in the case of theft or attempt of theft of the vehicle is reduced/limited to the payment of the liquidated damages stated in paragraph 15.2. of these Terms and Conditions; Theft Protection will not cover items or personal belongings that are stolen from the Vehicle, such as GPS, computer, keys etc. If the User does not comply with these Terms and Conditions and the Rental Agreement he has signed for at the Start of Rent, Theft Protection will be declared null and void. For example, if the User leaves the Vehicle unlocked and it is stolen, he will be held responsible for the whole amount of replacing the Vehicle. Furthermore, at the event or attempt of theft, the renter is obliged to immediately inform the company otherwise the insurance is not valid,

Third party insurance coverage (TPI) - Pursuant to the relevant regulations and terms of insurance, INTERCARS's vehicles are insured against damage caused by using the Vehicle to any Third Party such as death, physical injury, impaired health or destruction of or damage to any items during the term of the rental. Third Party Insurance provides compensation for bodily injuries to people when the Vehicle is involved in an accident. This could include the driver of the other vehicle, pedestrians, cyclists or motorcyclists. All vehicles must be equipped with liability insurance in order to travel on the road which covers damage costs to anything outside of the car but not the actual car itself. Such insurance may be invalid if the User breaches any provision of these Terms and Conditions, the Rental Agreement, any applicable regulations, or terms of insurance, in which case the User agrees to compensate INTERCARS for or pay it in arrears all expenses incurred in connection therewith if INTERCARS is required to compensate such Third Party or their insurer for such damage,

Fire insurance (FI): - Pursuant to the relevant regulations and terms of insurance, INTERCARS's vehicles are insured against fire which covers the damage caused to the Vehicle by fire, lightning strike or explosion. Such insurance may be invalid if the User breaches any provision of these Terms and Conditions, the Rental Agreement, any applicable regulations, or terms of insurance, in which case the

User agrees to compensate INTERCARS for or pay it in arrears all expenses incurred,

Flat tire, underside and glass insurance (FUG) (GI) - Pursuant to the relevant regulations and terms of insurance, INTERCARS's vehicles are insured against flat tire, underside and glass damages all of which are standard insurance coverages that release the User from the excess cost that derives from damages done to the tires, underside, and glasses of the Vehicle in case of an accident. Destroyed tires, glasses or damages caused to the underside of the car which were done intentionally or as a result of reckless or negligent driving are not covered by any insurance policy. These include driving on unpaved surfaces, driving under the influence of illegal substances (drugs, alcohol, etc.) In case of normal speed driving, the User is obligated to inform INTERCARS if a flat tire situation occurs, to immediately send the road assistance service. On the other hand, the User can replace the flat tire with the spare wheel and by a low-speed drive take the Vehicle at the nearest petrol station to fix the damaged tire. At the end of the rental period, it is mandatory for the receipt to be shown to INTERCARS and the cost of the damage will be fully refunded,

Road Assistance Service (RAS) - INTERCARS supports the User with a 24/7 road assistance service upon the tarmac. In case that the User does not comply with these Terms and Conditions and the Rental Agreement and drives off road places, he is then subjected to an additional payment that the assistance service will charge as well as the full damage cost of the Vehicle and the amount required to be removed from the point that is stuck.

15.6. To be able to exercise its right to limitation of liability referred to in the preceding Section 15.5. of these Terms and Conditions, the User is required to demonstrate that he used the Vehicle properly, complied with these Terms and Conditions, Rental Agreement and regulations, as well as a possible liability of a Third Party for the damage by providing authentic documentation (police report) no later than the time of returning the Vehicle/Rental End or at the time INTERCARS provides a statement of the prices, fees and damage; otherwise, he shall not be entitled to the limitation of liability.

16. Loss of right to protective provisions/clauses

16.1. The User accepts that the Payment of fees for the application of the CDW, FDW, TP, FUG, GI, and FI clauses, i.e. the Relax and Mega Insurance Packages, shall

not limit, or reduce or exclude the material liability of the User under Section 15 of these Terms and Conditions in any of the following events, including but not limited to the following:

- a)** The User operates the Vehicle under the influence of alcohol, drugs or narcotics;
- b)** The User operates the Vehicle at a time when it was unsafe and unfit for driving and became of such condition during the term of the rental, which caused or contributed to its damage and the User was or should have been aware that the Vehicle was unsafe or unfit;
- c)** A mechanical defect, damage to the engine or drivetrain of the Vehicle and/or any electrical or electronic defect occurs because of misusing the Vehicle. This exemption also applies to any damage to the engine or transmission as a direct result of any mechanical defect or breakage;
- d)** Damage is caused as a result of insufficient engine oil levels, continued driving without oil, using inappropriate oil or fuel, insufficient level of transmission or differential fluids, coolant, or in case of any damage to the oil tank, clutch, transmission or any damage to the Vehicle's undercarriage;
- e)** The Vehicle is used for races, driver training, durability testing, speed testing, reliability testing, rally races or competitions, or for testing or preparing for any of the foregoing;
- f)** The User failed to brake, and lock the Vehicle with its windows closed and take the keys and Vehicle's documents with him after leaving the Vehicle and always have them with him and under his personal control or is unable to present the Vehicle's keys and documents;
- g)** The Vehicle is used contrary to its intended use;
- h)** The Vehicle is driven on unclassified roads such as sand, dirt, gravel, riverbeds, mud, rocks or other natural terrain;
- i)** The Vehicle is operated by an Unauthorized User/Driver(s) or any damage is caused by an Unauthorized User/Driver(s);
- j)** The Vehicle is operated by a Driver who does not hold a driving license or his driving license has been revoked, or he was banned from operating the Vehicle;
- k)** The User is in violation of any cross-border or territorial restrictions i.e. the User drives the Vehicle beyond the island of Crete without notifying this to INTERCARS

when making his reservation or collecting the Vehicle and paying a special fee for that;

l) The Vehicle is damaged as a result of violating any traffic regulations, restrictions or prohibitions due to willful misconduct or gross negligence on the part of the User or any persons under his control or responsibility;

m) The Vehicle is overloaded in relation to the manufacturer's specification provided in the registration document or is used to carry more persons than allowed;

n) The Vehicle is loaded or unloaded while on a road;

o) The User fails to stop the Vehicle or remain at the scene after an accident and obtain a police report of the event;

p) A tire is ruptured or damaged or tires are damaged as a result of using the brakes, overspeed, off road, bad or careless driving; In case that the tire is completely damaged (burst, non-repairable), the User is obliged to contact INTERCARS and let it be informed so that the causes of the tire damage are investigated. If the User drives against highway code (overspeed, bad driving etc.) or off road, he will then be charged with the full amount of the tire damage to be fixed.

q) Any damage is incurred as a result of any cargo transported in or on the Vehicle;

r) Any damage is caused to the Vehicle after the agreed term of the rental or after the end of an authorized extension of the rental term.

s) Damage caused intentionally or by gross fault/negligence of the User;

t) If prior to the rent or occurrence of damage, protective clauses were not already agreed upon and listed on the Rental Agreement.

16.2. The payment of fees for the application of the CDW, FDW, FUG, GI, FI and TP clauses, i.e. the Relax and Mega Insurance Packages, does not limit or exclude User's liability in other circumstances provided for by the relevant regulations and insurance rules defining the forfeiting of insurance rights. In addition, such clauses do exclude or limit the liability for the damage on vehicle caused by war operations or riots or any damage due to the loss of/damage to Vehicle's additional and mandatory equipment, keys or documents.

16.3. User's liability for any missing or damaged parts, additional equipment or keys and documents of the Vehicle is not limited or excluded by virtue of the CDW, FDW TP and FUG clauses, i.e. the Relax and Mega Insurance Packages

16.4. The CDW, FDW, TP, FUG, GI and FI clauses, i.e. the Relax and Mega Insurance Packages, do not in any way limit or exclude User's liability for damage incurred to third parties and their property.

16.5. Affordable expectations regarding the insurance coverage that the User is obligated to be aware of:

a) Full Insurance is included by default in all rates. However, if the User wishes to avoid it, note please that INTERCARS car rental corporation will not deal with foreign policies or credit card companies in the event of damages to the Vehicle. The User will have to pay for the damages he causes on the time of the return of the Vehicle and INTERCARS will issue copies of all paperwork so he may make the claim himself;

b) Vehicle engine damage or destruction is not covered by the insurance in case of bad or careless driving;

c) Insurance policy does not cover any situation of accident that is occurred by the User under the influence of alcohol/drugs/illegal substances etc.;

d) Insurance will be avoided if the User drives against the law or does not contact INTERCARS immediately from the point of accident;

e) Cabrio car roof tops are not covered by any insurance for any reason;

f) Insurance will be avoided if the driver does not follow the highway traffic code for any reason. (Stop sign, red traffic light, driving from the left side of the road etc.);

g) Traffic Violation Tickets resulting from the User's conduct are borne entirely by the User;

h) Insurance does not cover the loss or damage of any car parts like boot cover, wheel cover, number plate, car mirrors, antennas, upholstery, dashboard, seats, radio cd, key etc.;

i) The User and the passengers are not allowed to smoke in the Vehicle for any reason;

j) Pets are not allowed in the car for any reason;

k) The User is required to fasten the child seat at his own risk;

l) The User is obliged to inform INTERCARS immediately if any accident takes place, otherwise the insurance is not valid.

17. Complaints

17.1. Customers can send a written complaint via e-mail to: info@intercars.gr , via mail to the address: Vasileios Alatzoglou, Vlychadas street A33, Kato Gouves, Zip code 70014, Crete, Greece with a reference for INTERCARS CAR RENTAL or personally at our business premises. The addresses of all our business premises can be found at: <https://www.intercars.gr/contact-us>

17.2. Customer complaints will be responded to in writing no later than 15 days from the date of receipt of the complaint, and sent by mail or e-mail.

18. Personal Information

18.1. In the process of concluding a rental agreement and executing a rental agreement, INTERCARS processes certain personal data of the User, because INTERCARS needs such information to conclude and execute a rental agreement, who voluntarily agrees to provide to INTERCARS its personal information (full name, address, driving license, passport, etc.) as part of the process of reserving the Vehicle and entering into the Rental Agreement. No rental shall be possible without providing such personal information.

18.2. Information on the processing of personal data and rights of the User regarding these data are published in the "Privacy Policy" available on our INTERCARS website www.intercars.gr

19. Loss of Personal Property

19.1. INTERCARS shall not be liable to the User or any passengers in the Vehicle for any loss of or damage to any items left in the Vehicle neither during the rental nor after the Rental End. By signing the Rental Agreement, the User specifically waives any claims against INTERCARS for such losses or damage.

20. Termination of the Rental Agreement

20.1. INTERCARS shall be entitled to terminate the Rental Agreement and immediately repossess the Vehicle if the User fails to act in compliance with any

provision of these Terms and Conditions or the Rental Agreement, or if the Vehicle is damaged. Such termination of the rental shall not compromise any other rights INTERCARS may have under these Terms and Conditions and the Rental Agreement.

21. Jurisdiction and Applicable Law

21.1. INTERCARS aims to resolve any disputes amicably. These Terms and Conditions are governed by the laws of the Greek Republic and any unresolved disputes arisen from or in connection with these Terms and Conditions, and this Rental Agreement shall be subject to the exclusive jurisdiction of Greek courts relevant to INTERCARS's registered office.

21.2. Greek law shall apply to anything not defined by these Terms and Conditions or the Rental Agreement.

22. Miscellaneous

22.1. The provisions of these Terms and Conditions are subject to amendments by INTERCARS and such amended Terms and Conditions shall be published on INTERCARS's website, as of which time they shall take effect unless otherwise specified.

22.2. At the time of collecting the Vehicle, Intercars shall provide the User with one counterpart of the Rental Agreement, which shall be kept inside the Vehicle for the entire term of the rental and shall be presented to the police or any other authorized person at their request.