

**This document is an integral part of the Rental Agreement.**

**NOTE:** TRUE WHEELS RENTAL, SOCIEDADE UNIPessoAL LDA., reserves the right to change these general conditions at any time and without prior notice.

TRUE WHEELS RENTAL, SOCIEDADE UNIPessoAL LDA., a private limited company, holder of the unique legal person number and registration number 517447738, with registered office located at Rua Josefa de Óbidos, nº 21 – 3º D, 1170-196 LISBON, applicant for the I.M.T. Permit.com the process number 1611457 (hereinafter "Lessor"), rents to the customer (hereinafter "Lessee"), identified in this Rental Agreement (hereinafter "Agreement"), the motorcycle described therein (hereinafter "Vehicle"), in the terms and conditions specified below, as well as in the terms and conditions specified in the Particular Conditions, which the Renter acknowledges and agrees to and which he undertakes to observe and respect.

**ARTICLE 1 – USE OF THE VEHICLE**

1. Under penalty of exclusion from insurance coverage, reduction of excess and others, and therefore considered as non-insurance, the Renter agrees not to allow the Vehicle to be driven or used by a person or persons other than those identified and accepted by the Lessor, as stipulated in these General Conditions as well as in the Particular Conditions, of the Rental Agreement, in any Schedule or Amendments that form an integral part thereof.

2. Under penalty of incurring the consequence described in the previous paragraph, the Hirer also undertakes not to use the Vehicle or not to allow it to be used by himself or by a third party in the following situations:

(a) for the carriage of passengers or goods, in return for any implicit or explicit compensation or remuneration, in whatever form of commitment;

b) To push or pull any vehicle or trailer and/or any and all other objects, whether wheeled or not;

c) For sporting events, official or not;

(d) by persons under the influence of alcohol or narcotics;

e) For any transport in violation of customs regulations or that in any other way is contrary to the law and/or good customs;

f) For the carriage of passengers or goods in violation of the provisions of the Vehicle's registration booklet.

**3.** The Renter shall be liable for the fines and/or other penalties that the Courts, Administrative, Police and other Authorities may set as a result of the respective Administrative Offence Proceedings, or others, in connection with the use of the Vehicle.

**4.** The Lessee undertakes, outside the periods of use, to have the Vehicle duly secured, with the padlock properly placed and locked and not to leave the documents relating to it in it, without prejudice to the fact that, in any case, he is always the one with him.

**5.** The Renter is expressly prohibited from selling, mortgaging or in any way pledging the Vehicle, this Agreement, the Documents or Tools and others contained in the Vehicle or to make use of them in a way that harms the Lessor.

**6.** Any breach of the provisions of this Article shall result, in particular, in the termination of the Contract and, at the same time, the collection of the Vehicle by the Lessor, without the need for any prior notice and without prejudice to the compensations, fines or fines that, under legal, contractual or other terms, the Hirer is obliged to pay.

**7.** Without prejudice to the provisions of paragraphs 1 and 6 of this clause, the Lessee is also obliged to:

a) In the event of loss of vehicle keys, off-road driving, driving under the influence of alcohol, or other events of a similar nature, pay the lessor the sum of Eur. 100,00 (one hundred euros);

b) In situations of proven negligence in the driving of the vehicle, pay the lessor the sum of Eur. 100,00 (one hundred euros);

c) In case of need for assistance by the Landlord to the Renter due to battery drain or lack of fuel, the payment of the sum of Eur. 2.20 (two euros and twenty cents) per

kilometre, calculated between the location of the rented vehicle and the Renter's shop.

8. The minimum age of the renter is 25 years old, and must hold a valid driving license in Portugal in accordance with international laws, also taking into account the category of the vehicle, at the time of rental.

## ARTICLE 2 – DELIVERY AND RETURN OF THE VEHICLE

1. **The Renter** expressly declares that he/she has received the Vehicle in the conditions of use mentioned in the Contract, equipped with tyres in good condition, two helmets, mobile phone holder and padlock, and the Renter undertakes to return the Vehicle and accessories in the condition in which they were delivered to him/her.

2. The Renter undertakes to return the Vehicle and accessories to the Lessor on the date, time and place provided for in this Agreement and within the opening hours of the commercial establishment, failing to do so:

a) The Contract is not considered terminated with the contractual and legally foreseen penalties and consequences; or

b) Expressly authorize the Lessor to recover the Vehicle by any means deemed effective, at the expense of the renter, and/or to file a legal complaint seeking the immediate seizure of the Vehicle by any judicial or judicial Authority.

3. The return of the Vehicle is only considered to have been made after the physical verification of the Vehicle by a representative of the Lessor, and the Renter is always responsible for the payment of all damages incurred up to that moment.

4. Tampering with the Vehicle's odometer is strictly prohibited. If this occurs, the Lessor is hereby authorized to charge the Lessee 700 (seven hundred) kilometers/day or, in the case of contracted unlimited kilometers, the amount of €450.00 (four hundred and fifty euros), without prejudice to legal proceedings for fraudulent use.

## ARTICLE 3 – RENTAL – PREPAYMENT – EXTENSION

1. The value of the rental, the amount of the prepayment and the value of the extension will be determined by the rates in force at any given time and paid in advance.

2. Under no circumstances may the prepayment be used as an extension of the rental. In the event that the Renter wishes to keep the Vehicle beyond the initially contracted period, and in order to avoid disputes, the Renter undertakes to obtain the Lessor's agreement at least 24 hours in advance, as well as to immediately pay the amount of the current rental and the prepayment of the extension.

3. Failure to comply with the provisions of the preceding paragraph allows the Lessor to initiate the appropriate judicial or criminal proceedings to obtain the immediate return of the Vehicle, without prejudice to the Lessee remaining obliged to pay the amounts provided for in the Contract.

#### **ARTICLE 4 – PAYMENTS**

1. The Hirer expressly undertakes to pay the Landlord the following costs to the Landlord as soon as requested and upon proof provided by the Landlord:

a) the amount corresponding to the kilometres travelled and/or the days used, calculated in accordance with the tariff in force and specified in the Contract; the kilometres travelled will be determined by the odometer reading installed in the Vehicle by the manufacturer. In the event of a breakdown of the odometer, which is not immediately reported to the Lessor for the purpose of repair, the calculation shall be carried out in accordance with the provisions of paragraph 4 of Article 2;

(b) the amount corresponding to the duration of the rental, the damage caused in the event of theft, the damage caused by an accident which is not covered by the insurance, and the driver's insurance premium, if such insurance has been agreed;

(c) all taxes and/or fees payable under the situations referred to in points (a) and (b);

d) the amount corresponding to the fuel and the refueling fee, in the event that the Hirer does not return the vehicle under the conditions provided for in article 7;

e) all legal or extrajudicial costs, including administrative costs of case management, as well as fines and other financial penalties, whatever their nature, that the Lessor incurs as a direct or indirect consequence of the breach of any legal or regulatory rule attributable to the Hirer or the Vehicle while in the Hirer's possession;

f) all other expenses, including legal expenses, attorney's fees or solicitors hired by the Landlord to arrange for the payment of any sums owed by the Lessee;

g) Charges for minor damages: the Renter is also obliged to pay for minor damages to the Vehicle resulting from its use during the rental period; for this purpose, damages that occurred at the time of the return of the vehicle and that are not indicated in the Contract at the date of its commencement and whose verification is the joint obligation of the Lessee and the Lessor are considered;

h) Total costs relating to: repair and damage caused by shock, collision, rollover or otherwise; theft or robbery of the vehicle and its immobilization; all the costs of the respective management of the processes associated with these facts.

2. The Renter confirms that he/she accepts charges to his/her credit or debit card used for payment and that, directly or indirectly, is related to the rental of the Vehicle, even after the return of the Vehicle. By signing this Rental Agreement, the customer confirms that he/she has become aware of: a) All contractual conditions, general and particular, and their legal implications; b) Table with the value of the tariffs in force, the applicable deductibles and the policy for the repair of minor damages.

**3. Without prejudice to other amounts required of the Tenant, the Tenant will have to pay a security deposit of Eur. 50.00 (fifty euros) for the provision of the accessories included in the rental, i.e. , two helmets, mobile phone holder and padlock, deposit that will be returned to the Renter within 10 working days after the end of the vehicle rental.**

4. In the event that this Agreement is signed under a Commercial Agreement entered into between the Lessor and a Company, the identification number of such

Agreement shall be expressly mentioned and the respective signatory Company shall be jointly and severally liable with the Lessee for the payment of any sums referred to in this Article.

## **ARTICLE 5 – INSURANCE, COVERAGE AND LIABILITIES**

1. The Renter or the authorized driver of the Vehicle, as provided for in Article 1 of this Agreement, participates as an insured in a car insurance policy that covers Civil Liability towards third parties, in accordance with the laws in force in the Country.

2. The Renter agrees to protect the interests of the Landlord and the Lessor's Insurance Company in the event of an accident during the rental period as follows:

a) the Lessee is obliged to report any accident, theft, robbery, fire, even partial, within a maximum period of 24 hours, and at the same time, within the same period, he is obliged to report to the police authorities any accident in which there is bodily injury, cases of theft or robbery and those in which the fault of the other party must be clarified;

b) it is obliged to mention in the report the circumstances in which the accident occurred, the date, time, place, name and address of the witnesses, the name and address of the owner and driver of the third party involved and the registration, brand, insurance company and policy number of such third vehicle;

c) undertakes not to declare in any case that the third party is responsible or at fault for the accident.

3. The Renter acknowledges that the Hirer has no liability for loss, theft, robbery or damage of any nature whatsoever relating to objects and/or utensils carried or found in the vehicle, including, but not limited to, baggage and/or goods, unless proven otherwise.

4. The Lessor reserves the right to pass on to the Hirer all costs incurred by the Hirer in the event of non-timely extension, and by agreement of the parties, of the Rental Agreement, resulting from an accident and/or theft or robbery of the vehicle and/or an accident as a result of theft or robbery of the vehicle.

5. If the Hirer has deliberately provided the Landlord with false information, in particular regarding his identity, address or the validity of his driving licence, the Hirer reserves the right to pass on to the Hirer all costs and damages incurred as a result of such declarations, as well as to report this to the competent authorities.

6. The roadside assistance service is included in the rental price and covers a maximum radius of 50 (fifty) kilometers from the Lessor's office in Lisbon. The cost of travel assistance outside this distance will be borne by the Renter according to what is charged by the service provider, in the minimum amount of Eur. 75,00 (seventy-five euros) plus Eur. 0.40 (forty cents) per kilometre debited by the service provider.

7. The hirer undertakes not to leave the Vehicle until the roadside assistance vehicle arrives at the place where it broke down, in order to arrange transport to the repair shop or to the Lessor's agency, under penalty of incurring liability for any loss or damage to the vehicle.

8. Upon payment of an additional daily supplement to the daily rental price, a reduction of the maximum deductible/liability established by contract will be applied, strictly in cases of involuntary accident, with or without fault attributed to the renter, theft and/or robbery, in the latter case it is expressly mandatory to correctly place and close the padlock provided, in particular, obligatorily attaching the vehicle to street furniture on the public road for this purpose. In the event of theft, failure to present the vehicle key, as well as the padlock key, provided, automatically cancels the excess reduction established in this contract, and the customer will be responsible for the maximum amount of the excess for the rented vehicle before the application of this reduction.

## **ARTICLE 6 – MAINTENANCE AND REPAIR**

1. Regular maintenance of mechanics resulting from the normal use of the Vehicle is at the expense of the Lessor. In the event that the Vehicle is immobilised, repairs may only be carried out with the prior written agreement of the Lessor and in accordance with the instructions given, unless it is not possible to contact the assistance and repair services provided by the Lessor.

2. Repairs, once carried out, must be included in a detailed invoice, indicating the parts replaced. Minor repairs (e.g. bulbs, fuses, oil replacement) up to a maximum amount of Eur. 20,00 (twenty euros), are hereby authorized by the Lessor, and the respective invoices must be delivered in the name of the company TRUE WHEELS RENTAL, SOCIEDADE UNIPessoal LDA., and must include the company's tax identification number (N.I.P.C.) 517447738.

## ARTICLE 7 – FUELS AND OILS

1. Fuel is always at the expense of the Renter, who is also responsible for checking the oil level, particularly when making consecutive journeys of more than 100 (one hundred) kilometers and/or rentals of three or more days. Any expenditure on oils must be duly substantiated in order to allow reimbursement in accordance with Article 6(2).

**§ Fuel billing:** The vehicle is delivered with a fuel certificate and must also be returned with a fuel certificate. If the Renter does not comply with this condition, in addition to paying for the missing fuel, the Hirer acknowledges the Lessor's right to invoice the Landlord for the refueling service to cover his expenses at the fixed amount.

**2. In the event of the** introduction of fuel of a type other than that used by the vehicle, the Renter is responsible for the costs inherent to the complete replacement of the fuel, dismantling and washing of the tank, tuning of the engine and other damage caused to the Vehicle, without opposition to the amounts thereof.

## ARTICLE 8 – DURATION OF RENTAL AND CONTRACTED MILEAGE

1. The rental begins at the time and date of collection of the Vehicle and lasts until the actual return of the Vehicle under the terms of Article 2, without prejudice to the fact that the Lessor may subsequently charge additional debts, directly or indirectly related to the rental, which are only detected after the return of the Vehicle, authorizing the Hirer to charge the debit or credit card used for the initial payment, if this was the modality adopted.



2. In the event that the Vehicle has been rented at the direction of an Insurance Company and the use of the Vehicle has exceeded the period authorized by the Insurance Company, the Hirer and/or authorized drivers shall be liable to the Lessor for the payment of all amounts arising from the Contract, without the Lessor having any obligation to give prior notice that the responsibility for such payments has been transferred.

3. Any and all changes to the terms and Articles of this Agreement that have not been agreed in writing shall be null and void. The early return of the Vehicle does not give rise to any monetary or monetary refund or any other type of reimbursement by the Rental Company.

4. The Hirer must go to the Landlord's office whenever he/she needs to update or extend his/her Rental Agreement. The Renter, or driver named in the Rental Agreement, who drives after the period mentioned in the Agreement incurs legal and contractual penalties and is his sole responsibility.

5. The parties shall confer on the handwritten signature affixed digitally or by any means biometric, digital or electronic probative value identical to that of a written document, in accordance with the legislation in force, the signature having the same validity as the handwritten signature in those terms.

6. The contracted mileage is the one that appears in the advertised and contracted offer, at each time and in each rental, and the value of the extra kilometer is according to what is advertised and contracted.

## **ARTICLE 9 – COUNTRIES EXCLUDED FROM RENTING**

It is prohibited, under all circumstances, to move or circulate the rented Vehicle to any country other than mainland Portugal.

## **ARTICLE 10 – PERSONAL DATA**

1. The Lessee consents and accepts the collection and processing of his/her personal data by the Lessor or by the competent entity, in accordance with the personal data protection legislation (Law No. 58/2019, of 8 August), under the terms set out below.

2. The Lessee's data collected pursuant to the conclusion of the Contract and processed by the Lessor is indispensable to the contractual relationship between both parties; any omission or inaccuracy thereof shall be the sole and entire responsibility of the Lessee.

3. The personal data of the Lessee will be processed and stored electronically, in accordance with the provisions of the applicable legislation, and are intended to be used by the Lessor within the scope of the contractual relationship with the Lessee, including, in the event of breach of contract due to non-payment, in a database of non-compliant Tenants, and for the purposes of direct marketing or any other form of market research for the purpose of promoting its products and services, the latter provided that it is expressly authorized for this purpose. For these purposes, the Lessor may transfer the data to third parties, guaranteeing at all times that this transfer will be carried out in accordance with the legal requirements, and complying with the security measures that guarantee the confidentiality of the same.

4. Under the terms of the applicable legislation, the Tenant is guaranteed, free of charge, the right to access, rectify and update their personal data, directly or upon written request to Rua Josefa de Óbidos, nº 21 – 3º D, 1170-196 LISBOA, as well as the right to oppose the use of the same for the purposes provided for in the previous paragraph for the purposes of direct marketing or any other form of market research for the purpose of promoting the your products and services, at the time of collecting your data and/or, at any time, you should contact the entity responsible for the processing of personal data.

5. The Lessee expressly authorizes the Lessor, in the event of non-compliance with the respective contract due to non-payment, to communicate his/her personal data to ARAC – Association of Driverless Car Rental Industries, for inclusion in a database of non-compliant Tenants and subsequent disclosure by the associated companies.

6. The Landlord shall be obliged to protect personal data against accidental or unlawful destruction, accidental loss, alteration, dissemination or unauthorised access, in particular where the processing involves its transmission over a network,

and against any other form of unlawful processing; these measures shall ensure, taking into account the available technical knowledge and the costs resulting from their implementation, an appropriate level of security in relation to the risks posed by the processing and the nature of the data to be protected.

## **ARTICLE 11 – APPLICABLE LAW, AGREED DOMICILE AND JURISDICTION**

1. The Rental Agreement is made in accordance with, and is governed by, the Portuguese Laws. The Vehicle rented under the respective Contract may not go abroad, without prejudice to the restrictions contained in Article 9, except with the express written permission given by the Lessor.

2. All notices to be made under the Agreement shall be sent to the addresses set out in the Agreement, which the PARTIES acknowledge shall be considered their agreed domicile, for all legal purposes, and they are obliged to notify the other Party of any change.

3. The parties agree to establish the jurisdiction of the district of Lisbon to settle any conflict arising therefrom, to the express exclusion of any other.

## **Article 12 – JURISDICTION TO SETTLE CONSUMER DISPUTES – LISBON CONSUMER CONFLICT ARBITRATION CENTRE**

1. In the event of a consumer dispute, defined in accordance with the provisions of Law no. 144/2015, of 8 September, the Lessee may appeal to the alternative dispute resolution entity of Lisbon, in person at Rua dos Douradores, nº 116 – 2º 1100 – 207 Lisboa, by telephone nr. + 351218807030, e-mail address: [juridico@centroarbitragemlisboa.pt](mailto:juridico@centroarbitragemlisboa.pt) or through the <http://www.centroarbitragemlisboa.pt> website.

2. Without prejudice to the provisions of the legislation in force, the statutes and regulations to which the alternative dispute resolution bodies are bound, the alternative dispute resolution body for consumer disputes at the place where the contract for the sale of goods or services was concluded or, alternatively, the alternative dispute resolution body with specialised competence, shall be deemed to be competent to settle consumer disputes, if it exists for the sector in question.

3. If there is no alternative dispute resolution entity with competence in the place where the contract is entered into or the existing one(s) is not considered competent due to the value of the contract, the Lessee may appeal to the National Centre for Information and Arbitration of Consumer Conflicts, located in Lisbon, with the following e-mail address: [cniacc@unl.pt](mailto:cniacc@unl.pt) and available on page [www.arbitragemdeconsumo.org](http://www.arbitragemdeconsumo.org).