

## TERMS & CONDITIONS OF THE RENTAL AGREEMENT

The societe anonyme under the name "LION RENTAL SOCIETE ANONYME AND TOURISM COMPANY FOR THE RENTAL AND LEASING OF CARS, MOTORCYCLES, BOATS AND MACHINES" and the distinctive title "SIXT", having its registered seat in Marousi, Attica, Greece, 10, Germanikis Scholis Athinon street, (hereinafter referred to as the "Company"), official franchisee for Greece of Sixt GmbH, hires the vehicle mentioned in the front page of the agreement (as well as any other vehicle that might replace the aforementioned vehicle) to the below undersigned (m/f) driver, as well as to any other person - additional driver (m/f), co-signing the agreement (hereinafter referred to individually as "Lessee" and jointly as "Lessees"), pursuant to the general rental terms of the Company, as these are published from time to time in the website of the Company ([www.sixt.gr](http://www.sixt.gr)) (hereinafter referred to as the "General Rental Terms"), as well as in accordance with the below described in detail special terms and conditions, which the Lessee fully and irrevocably accepts as of and by signing the agreement:

### 1. LESSEE'S QUALIFICATIONS

1.1 The Lessee, by signing the agreement, declares that he/she has the required qualifications to lease the vehicle, and more specifically:

1.1.1 In case that the leased vehicle is subject to one of the categories M<sup>\*\*\*</sup>, E<sup>\*\*\*</sup>, CC<sup>\*\*</sup>, CD<sup>\*\*</sup>, CF<sup>\*\*</sup> and CW<sup>\*\*</sup>, the Lessee declares that he/she has the minimum 21-year age limit, and holds a valid, effective and in force driver's license, issued at least one (1) year prior to the execution of the agreement. If the Lessee is between 21 and 22 years old, he/she acknowledges that, as a new driver, is obliged to pay the daily charge provided in the General Rental Terms, and noted in the front page of the agreement.

1.1.2 In case that the leased car is not subject to any of the aforementioned - under i) - categories, the Lessee declares that he/she is older than 25 years old, and holds a valid, effective and in force driving license, issued at least three (3) years prior to the execution of the agreement.

1.2 Furthermore, the Lessee declares that he/she has an EU driving license for the vehicle category, corresponding to that of the leased car.

### 2. VEHICLE DELIVERY-PICKUP

2.1 Upon signing the agreement, the Lessee declares that, after carefully inspecting the leased vehicle and concluding that this vehicle is in perfect condition, of his/her absolute liking and suitable for the intended use and purpose of the rental, he/she has received the vehicle without prejudice. He/she acknowledges that at the time of return and delivery of the vehicle to the Company, he/she shall be asked to sign a relevant supporting document for any existing damages in the vehicle.

2.2 Moreover, the Lessee declares that by the execution of the agreement, the vehicle has been delivered to him/her full of fuel and acknowledges that at the time of return and delivery of the vehicle to the Company, this should be returned equally full of fuel.

2.3 At the time of expiry or termination of the agreement by any means, the Lessee is obliged to promptly return the leased vehicle to the Company's branch stated in the front page of the agreement, otherwise to the Company's branch, where he/she has picked up the vehicle or to any other branch of the Company located in the same city or in the same island.

2.4 In any case, the Company shall not be liable for the loss or damage of any asset/property of the Lessee or/and any third party found inside or outside the leased vehicle.

### **3. TERM AND TERM EXTENSION OF THE RENTAL**

The Company shall hire the vehicle to the Lessee for the period of time, explicitly specified in the front page of the agreement, which cannot be shorter than one (1) day. If the Lessee wishes to keep the leased vehicle for a period of time longer than the agreed one, he/she should contact in writing the Company's branch, where he has picked up the vehicle and sign a new Rental Contract. If the Lessee does not return the vehicle at the agreed place and time, he/she shall be in breach of the terms of the agreement and he/she shall be obliged to pay damages to the Company for each additional day of retention of the vehicle. Furthermore, after the lapse of the agreed time for the return of the vehicle, the Company is entitled to remove and take over the vehicle, without the Lessee's consent, whenever, wherever and by any means whatsoever, even at the expense of the latter.

### **4. LESSEE'S OBLIGATIONS**

4.1 The Lessee undertakes in principal the obligation to timely pay to the Company, and in any case by the termination of this rental agreement: i) the agreed rent stated in the front page hereof; ii) the special daily charge for the optional exemption-coverage of his/her liability, provided that upon execution of this rental agreement he/she has selected any such option prescribed in the General Rental Terms; iii) the kilometric charge, in accordance with the distance in kilometers travelled by the leased vehicle throughout the term of the agreement, as these are read in the odometer installed by the manufacturing unit in the leased vehicle and on the basis of the specified unit price per kilometer; iv) any additional charge prescribed in the General Rental Terms, which is stated in the front page hereof or which may arise upon return and delivery of the leased vehicle to the Company; and v) any tax charges and duties due in relation to the aforementioned readings.

4.2 The Lessee further undertakes the following obligations:

4.2.1 To keep the vehicle in a good condition, by using, indicatively and not exclusively, the appropriate fuel type, checking its mechanical condition, the oil and water levels, the tires etc., using it properly, in accordance with the directions of the manufacturer and the Company and promptly notifying the Company of any defect or malfunction or mechanical reading that might be displayed on the vehicle. No third party is allowed to proceed to works or/and repairs in the vehicle without the prior special written consent of the Company.

4.2.2 To park the vehicle in a guarded area meeting all security regulations towards the prevention of any theft, damage or physical distortion of the vehicle. More specifically, when the vehicle is not used, it should remain locked, whereas the keys should always be in the possession of the Lessee.

4.2.3 To use the vehicle, only and exclusively, for the purpose specified herein and apart from that, to abstain from lending, leasing, or in any other way, disposing or granting third parties the right to use the vehicle, as well as driving the leased vehicle outside of the Greek borders, without the prior written consent of the Company.

4.2.4 To abstain from using the vehicle: a) for unlawful purposes or for purposes contrary to the currently applicable National and European laws; b) in violation of the provisions of the Road Traffic Code (R.T.C.); c) for transport purposes in return for payment, occasionally or systematically, of individuals or objects / products, especially explosives; d) in rallies or motorsports; e) for the purposes of learning to drive; f) for towing or pushing of other vehicles; and g) in off-road routes. Further, the use of the vehicle by anyone under the influence of alcohol, drugs, hallucinogenic substances, barbiturates or any other substance, which adversely affects the ability to drive and the state of consciousness.

4.2.5 In case of an accident, the Lessee is obliged: a) to promptly inform the Company and the competent authorities (such as the Greek Police); b) to collect the data of the eyewitnesses; c) to prepare a rough drawing on the conditions and further circumstances of the accident; and d) to complete in any possible detail, within forty eight (48) hours, the relevant notice of the accident provided by the collaborating with the Company insurance company.

4.2.6 In case of breach of his/her aforementioned obligations, the Lessee is fully liable to pay any imposed throughout the term of this rental agreement penalties, administrative fines and legal fees, and in general any damages of the Company, positive or negative (loss of revenues, profits etc.), without the exclusion of any other type of compensation, and irrespective of whether the Lessee has accepted any optional exemption-coverage of his/her liability, in accordance with the General Rental Terms.

## **5. INSURANCE OF THE VEHICLE-OPTIONAL COVERAGES**

5.1. The leased vehicle is insured:

5.1.1 against third parties (the Lessee excluded) for death and physical injuries up to the amount of €1,220,000.00 per victim; and

5.1.2 for material damages of third parties per accident up to the amount of €1,220,000.00.

5.2. In case that, during the term of the rental agreement, any damage/harm is caused to the leased vehicle, to the Company or/and to any third person, due to whatever reason and cause, which (damage/harm) is not covered by the relevant insurance policy/contract, and irrespective of whether this has been caused by the Lessee's fault or is due to incidental events or force majeure, the Lessee is obliged to compensate the Company up to the amount corresponding to the total commercial value of the vehicle at the time of the incident, with the exception of having accepted respectively an optional exemption-coverage of his/her liability, in accordance with the General Rental Terms.

## **6. LIABILITY OF MORE THAN ONE LESSEES**

In case of more than one Lessees, these shall be jointly and severally liable for the fulfilment of all the Lessee's obligations unexceptionally, as provided hereunder.

## **7. PROCESSING OF PERSONAL DATA**

The Company in its capacity as Controller, within the meaning of article 4 par.7 of GDPR, shall collect and process personal data of the Lessee for the purpose and on the basis of implementation and enforcement of this rental agreement, its compliance with its legal obligations, as well as the fulfilment of its legal interests. More specifically, the Company shall collect and process identification data (e.g. name and surname, father's name, gender, date / place of birth, family status, profession, nationality and other demographic data, driving license data, Identity Card Number/Passport Number or other equivalent document, T.I.N.), data which the Lessee registers upon creation of a user's account in the websites or/and the applications (apps) of the Company (e.g. e-mail address, password, first name, surname, telephone number), contact data (e.g. postal or/and e-mail address, fixed or/and mobile phone number), financial data (e.g. credit or debit card data), Company's vehicle rentals history record data (e.g. the locations where the Company's vehicles have been leased, booking codes/numbers, the time and place of return/delivery of the

vehicles to the Company, account data for payment, insurance preferences, natural gas consumption, distance in kilometers travelled, numbers of leased vehicles' plates and other information related to the vehicles' rentals), vehicle's GPS tracking system data, data of the leased vehicle (e.g. traffic violations' data, accidents data, notices / declarations and other data in case of an accident). The aforementioned personal data shall be kept by the Company for as long as it is required for the fulfilment of each processing purpose. Recipients of the data are originally the legal representatives of the Company or/and other, individuals or legal entities, with whom/which the Company may cooperate, directly or indirectly for the purpose of fulfilling each processing purpose, such as, indicatively and not exclusively, insurance and airline companies and transport service providers, who are in any case contractually committed to process these data exclusively for the purposes for which these data are transmitted, as well as companies of the SIXT GmbH network, including both the parent company SIXT SE and its subsidiaries, as well as the companies integrated in the SIXT GmbH franchise network. As data subject the Lessee has the right to access the data concerning him/her, the right to request the correction of inaccurate data, the right to data erasure, the right to restriction of data processing, the right to data portability and the right to object against the personal data processing, in accordance with the provisions of articles 15-21 of GDPR, without prejudice to the provisions of articles 33, 34, and 35 of Greek Law 4624/2019 (published in the Government Gazette Issue 137/A/29.08.2019). Furthermore, the Lessee has the right to file a complaint before the Data Protection Authority (DPA), in accordance with the provisions of article 77 of GDPR, if he/she considers that his/her data processing is contrary to the applicable laws on personal data protection (postal address: 1-3 Kifissia's str., PC 115 23, Athens, tel: +30 210 6475600, fax: +30 210 6475628, DPA web portal: [www.dpa.gr](http://www.dpa.gr), e-mail addresses (e-mail): [complaints@dpa.gr](mailto:complaints@dpa.gr)). For further information in relation to personal data processing, the aforementioned rights, as well as their exercise, the Lessee may address the Data Protection Officer (DPO) of the Company in the postal address: LION RENTAL S.A., 10, Germanikis Scholis Athinon, Maroussi, Attica, Greece, P.C. 15123, or in the e-mail address: [customer.service@sixt.gr](mailto:customer.service@sixt.gr), or to the tel. +30 211 95 50 000 or by fax to +30 210 5777501, as well as to visit the Privacy Policy of the Company in the following link: <https://www.motodynamics.gr/wp-content/uploads/2020/08/Lion-Rental-Privacy-Policy-final-.pdf>.

## **8. OTHER TERMS**

The terms of the agreement are valid and applicable even in case of replacement of the originally leased vehicle, or extension of the rental term, whereas any amendment of the terms of the agreement shall be null and void, unless it is agreed in writing. The Company reserves the right to a direct termination of the agreement, in the event of breach of its terms, as well as to immediately recover the vehicle. The said termination does not exclude the filing of a claim by the Company against the Lessee for the payment of outstanding debts of the latter to the Company under the agreement, nor does it exclude the charging of the Lessee with the respective recovery expenses of the leased vehicle.

## **9. GOVERNING LAW - JURISDICTION**

The terms of the agreement are governed by the Greek laws, based on which these terms are also interpreted. For the resolution and settlement of any dispute arising from the interpretation or/and enforcement/implementation hereof, the Courts of Athens shall have exclusive jurisdiction.