

In the present section we have specified the general terms applicable to bookings at HASSO. In exceptional circumstances, offers and promotions or web rates may be applied which involve a change or modification to the terms of the general bookings and rates and so it will be important to closely check the terms attached to the offers and promotions which the customer wishes to benefit from, accepting them by signing them.

## **1.OBJECT OF THE CONTRACT**

The customer receives on a rented basis the vehicle described in the rental contract, in perfect working order with all its documents, tyres, tools and accessories and it undertakes to preserve them and to drive the vehicle in compliance with rules of the Highway Code, as well as with the present General Terms. Before taking the vehicle away, the customer is entitled to check its condition in its presence.

## **2. MINIMUM RENTAL AGE AND DRIVING LICENSE**

### **2.1 Minimum rental age and young driver**

- The minimum age of the driver must be 21 years old and he/she must hold a driving licence which is at least 1 year old (see point 2.2). On the other hand, the maximum age of the driver may not exceed 80 years old.
- In the same way, any drivers aged under 25 (between 21 and 24 years old) who hold a driving licence which is at least 1 year old, shall also pay an additional surcharge of €7 per day owing to their lack of experience.

### **2.2 Driving license**

The customer must be in possession of the attendant valid Driving Licence authorised in the country of handover of Hasso's vehicle, with the Customer being directly responsible for the validity and approval of the driving licence, having to hold Hasso harmless in any regard, and the licence shall be at least one year old. At the same time, the driver shall be at least 21 years old. Furthermore, and in any case, the customer must hold a driving licence which is at least one year old regardless of his/her age. There is an additional charge, set out at the start of the present document and during the booking process whereby, if the customer is aged between 21 and 24, it must pay a surcharge of €7.00 per day as he/she is a young driver.

### 3. PAYMENTS AND FORM OF PAYMENT

#### 3.1 Obligations regarding payment

The customer undertakes to pay Hasso:

a) Any rental charges of the vehicle, insurance and taxes determined at the rates in force of Hasso which have been notified in advance to the customer for having been hired by it. The application of the rates agreed initially is subject to the return of the vehicle at the place, time, date and in the condition envisaged. Rates may vary in line with the season and the offices and so prior to renting a vehicle the customer shall be responsible for checking the rates to be applied to it.

b) Any other items applicable to the customer, in accordance with the contractual and commercial terms offered by Hasso.

#### 3.2 Payment methods

The following means of payment are accepted:

- VISA or MasterCard credit cards (except prepaid cards).
- Debit card, only and when the 'Bodyguard' package (€10 per day) has been contracted and the fuel deposit is paid in advanced.

#### 3.3 Restrictions and considerations related to payment

- The holder of the bank card used to pay for the rental must be the contract holder and must be present at the time of making the payment.
- Payment is not accepted by smartphone, smartwatch or any other similar device, neither do we accept payment by cheque or bank transfer.
- The payer must ensure that the bank card has sufficient funds at the time of picking up the vehicle to pay for the rental with all the selected options. Furthermore, if full insurance has not been taken out, the relevant deductible shall be blocked on the same card.
- Only one bank card can be used per contract and the card must be non-transferable.
- The payer is responsible for knowing the PIN number of their bank card if they are paying with a card that includes this technology.

- Regardless of the method of payment chosen, a credit card must be presented as a guarantee or, failing that, the 'bodyguard' package must be contracted in addition to paying the fuel deposit in advance.
- In addition, it must be taken into account that, regardless of the form of payment, in the event that an all-inclusive insurance has not been contracted, the corresponding excess will be blocked on the same card.

The card holder must make sure that its usage to satisfy the present General Terms of Rental (bond, withdrawals etc.) shall not cause it any damage.

In this regard, it undertakes to find out at its bank about everything necessary before the use of its card by Hasso, which may not be regarded as liable in this sense.

Payment of the vehicle rental and any additional expenses shall be made in the currency chosen by the Customer. However, the holder of the credit card provided must be formalised as the main holder of the rental contract.

#### **4. PAYMENTS FROM INAPPROPRIATE USE AND PANLTY FEES**

##### **4.1 Payment deriving from inappropriate use by the customer**

The customer, subsequent to termination of the vehicle rental, undertakes to pay Hasso any amounts deriving from the following items:

- a) Any expenses deriving from an extra cleaning service as a result of the clearly unsuitable condition of the vehicle at the time of its return, for a maximum amount of up to €300.00. The amount shall be determined after an assessment of the state of cleanliness of the vehicle by Hasso's staff. You may consult in ANNEX I the assessment criteria for the various cleaning levels and their cost.
- b) The charges caused for the loss of the documents and keys of the vehicle, and/or sending, of the set of keys of the vehicle to the relevant office, in the cases of loss, breakage, the return of the keys of the vehicle at an office other than that of the effective return of the vehicle or any other situation whereby the vehicle is immobilised for reasons attributable to the customer for the sum of up to €300.00.
- c) The amount for moving the vehicle with a tow-truck in those cases foreseen in the various clauses of this Contract.
- d) The expenses deriving from any loss, deterioration or damage to wheel rims, tyres, (including punctures and burst tyres), tools, windscreens, rear-view mirrors, accessories, the interior of the vehicle as well as any problems deriving from an error in the type of fuel provided.
- e) Any tolls, fines, sanctions and legal costs caused by traffic infringements or infringements of laws, regulations or ordinances, (including any congestion or road traffic limitation charges, where applicable,) incurred by the customer for the duration of the present Contract which have been paid by Hasso.

f) Without prejudice to the above, Hasso reserves the right to make an additional charge to the customer of €40.00 for any administrative costs it has had to incur as a result of expenses defrayed on processing and communication to the relevant authorities of said acts.

g) The repair costs for the damage caused to the vehicle in the event of an accident when any of the following circumstances occurs:

- The vehicle has not been used in accordance with the conditions determined.
- The accident report - either in the form of a 'No-fault accident claim form' - DAA - or 'Accident Report'- has not been filled in and sent to Hasso within 48 hours, or it fails to reflect what actually happened.
- The damage has resulted from an accident owing to the fact that the customer has not properly evaluated the height of the vehicle.

h) Any costs inherent in the 'Accident administrative and processing expenses for the sum of €40.00, unless additional cover has been taken out.

i) Hasso does not allow smoking inside its vehicles. In the event that the vehicle smells of tobacco, a penalty of up to €300.00 shall be applied to cover any vehicle treatment, special cleaning and immobilisation costs.

Any amounts deriving from said aspects shall be charged by Hasso directly to the customer through the electronic payment or equivalent system used to hire the vehicle, with the customer specifically authorising Hasso to make said charges.

In any case, Hasso shall immediately notify the charge made and the grounds for it, providing the customer with any information which proves possible.

The amount of the charge made to the customer for the damage caused to the vehicle shall be calculated taking into account the appraisal carried out by a loss adjustment office external to Hasso, or when said quantification cannot be carried out a priori, the amount shall be charged which derives from an initial appraisal carried out by qualified staff of Hasso in accordance with price rates set out in Annex I of these terms, whose existence and amounts the customer states it is aware of and is in agreement with.

All the above is applicable without prejudice to any subsequent settlement and adjustment once a repair quote has been obtained from a garage or an appraisal carried out by a loss adjustment office external to Hasso.

The figure reached subsequent to this appraisal may not exceed the prices stated in Annex I of the present general terms.

Hasso also reserves the right to charge the customer compensation for the loss of benefits owing to the immobilisation of the vehicle as a result of the damage suffered. Said compensation shall be calculated in line with the number of days which need to be spent on the repair of the vehicle, determined by a loss adjuster external to Hasso or, once the repair has been carried out, calculating one day for every eight hours work spent by the repair garage and using as the basis for quantification the daily occupation rate contracted, plus the additional €30.00 per day foreseen in the previous stipulation as the vehicle immobilisation days are considered in the same way as the failure to return it within the agreed timeframe.

The maximum liability of the customer shall be the value of the vehicle on the market, in accordance with the maximum price set in the Ganvam (National Association of Sellers of Motor Vehicles, Repairs and Spares) guide in force at the time of the accident.

#### 4.2 Penalty fees

- It is forbidden to take the vehicle off the island of Majorca. If said aspect is not complied with, Hasso may charge the customer a penalty of €1000 for a premeditated breach of the terms specifically determined and agreed in the vehicle rental contract, without prejudice to liability for any damages which may have been caused.
- If the vehicle is returned more than 29 minutes later than the rental end time of the contract, this shall entail a charge of €30.00 per day's delay plus the amount pertaining to those additional rental days in accordance with the general rates in force (in other words, a minimum of €30.00 and one day's rental).
- If the vehicle is subject to a fine during the validity period of this contract, you shall be liable for the fine amount as well as for any consequence deriving from the infringement, undertaking to hold the lessor harmless of any liability – furthermore, a charge of €40,00 shall be made for fine management.
- If an additional package offered by Hasso is not contracted, in the event of an accident you shall be charged (in addition to any losses associated with the accident) €40.00 by way of Accident Processing Expenses.

## 5. RATES

### 5.1 The applicable rate includes:

- VAT, Local Taxes and Charges.
- Mandatory vehicle insurance covers, through payment of a deductible, any damage caused to the vehicle and the damage caused to the occupants of the vehicle. The deductible amount shall be provisionally blocked on the credit card or provisionally charged to the debit card and it varies in line with the vehicle category hired, in other words:
  - In the event that the Customer takes out the complementary cover «All Inclusive Insurance», the aforementioned deductible amount shall not be provisionally charged to the payment card.
  - The complementary cover «All Inclusive Insurance» may be taken out, at the discretion of the Customer, at the time of making the online booking or upon delivery of the vehicle.

- The maximum sum of the additional expenses to be billed to the Customer by way of any accidents occurring in the event of the appropriate use of the vehicle shall amount to no more than the deductible applicable to each vehicle category. Customers who have taken out the All Inclusive Insurance cover are not required to deposit the deductible and shall be held liable if there is any incident, except in the event of the unauthorised use of the vehicle pursuant to the stipulations of point 12 of the General Terms of Rental. Any Customers who do not wish to take out this supplementary cover must deposit a bond for an amount equivalent to the value of the deductible whose amount has been stipulated in the present article.

## 5.2 Our prices do not include

- The present rate is exempt from including the following aspects which from now on shall be regarded as Extras:
- Additional driver: The cost of hiring an Additional driver is €8.00 per day and driver, up to a maximum of €88.00 per rental and driver. A maximum of 3 additional drivers can be hired per contract.
- Baby seats: The cost of hiring a baby seat is €8.5 per day and per seat, up to a maximum of €93.50 per seat.
- The Extra Diesel surcharge, which would apply when the customer is specifically interested in hiring a Diesel vehicle, whose amount is stated in the general rates in force. If there are only diesel vehicles in the group selected by the customer at the time of pick-up this charge shall not be applied.
- There is an additional charge of €50.00 for all vehicle pick-ups and returns made outside office opening hours. Hasso may request your flight number before formalising the contract.
- The customer may contract the 'Bodyguard' package for €10.00 per day which shall exempt it from payment of the accident processing expenses, roadside assistance, fine management costs, key breakage or loss and refuelling management costs.

## 6. RENTAL PERIOD, MODIFICATIONS AND CANCELLATIONS

### 6.1 Contractual term

The Contractual term is that stated thereof, where the date and time of vehicle delivery and return are specified.

The rental days shall be calculated for 24-hour periods as from the precise time when the customer has rented the vehicle and until receipt of the vehicle, its keys and its documentation by Hasso. The courtesy period when returning the vehicle shall be 29 minutes.

The rental Contract may have a maximum duration of 28 days.

If the customer decides to terminate the Contract early, the amount pertaining to the days of use of the vehicle not enjoyed (including taxes) shall be wholly withheld by way of compensation freely agreed by the parties.

Furthermore, in the event that it is Hasso that decides to analyse the rental prior to the date stated in the Contract, the customer shall be entitled to receive from Hasso the total reimbursement of the amounts paid pertaining to the days of use of the vehicle not enjoyed (including taxes), without being able to claim anything further.

## **6.2 Extension of the contract**

The customer is obliged to return the vehicle on the date and at the time stated in the previous section above. If the customer wishes to extend the rental period, it must proceed to the nearest Hasso office to sign the extension. No contract may be extended by phone, nor by any other electronic means of communication.

The contract extension does not include the right to continue to enjoy an initial offer and which has already expired. If it is wished to extend the rental contract, the extended or extra days which it is wished to add shall be calculated in line with the general rates in force.

Under no circumstances shall the amount deposited as a bond be used for the extension thereof. Hence, in the event that the Contract is extended, the customer must make an additional payment for said extension.

If the Contract cannot be extended as there is no vehicle availability or for any other reason, the customer must return the vehicle on the agreed date and at the agreed branch and time.

## **6.3 Modifications and cancellations**

Terms of cancellation of prepaid bookings at the Hasso website:

- Any bookings paid in advance at the Hasso website may be cancelled at no cost up to 48 hours before the start of the rental. The refund of the total amount paid in advance by the Customer shall be credited to the credit or debit card used to make payment. HASSO's computerised booking processing system assumes that 48h in advance expires precisely in the minute after these 48h prior to vehicle pick-up have elapsed.
- If it is wished to extend the rental contract, the extended or extra days which it is wished to add shall be calculated in line with the general rates in force (See point 6.2 of the general terms of rental).
- In the event that the customer has to return the rented vehicle before the anticipated time, HASSO shall not refund the remaining amount of the booking in accordance with the stipulations of section 6.1 of the General Terms of Rental. In other words, even if the customer hands over the vehicle before the agreed return date, it shall not be refunded the money for the remaining days by way of compensation freely agreed upon, even if it is not going to make use thereof.

- To obtain a refund of the prepaid amount, the customer must send an e-mail to [info@hasso-rentacar.com](mailto:info@hasso-rentacar.com) or call +34 971 43 05 77.
- In the event that a special offer or promotion entails the non-application of the refund in the event of any refund or cancellation of the booking, the amount paid in advance (taxes, charges or other expenses included) shall be retained by Hasso by way of compensation freely agreed upon by the parties despite the fact that the customer has not made use of the rented vehicle.

## **7. IMPORTANT INFORMATION FOR THE COLLECTION OF THE VEHICLE**

### **7.1 At the time of vehicle collection**

- It is mandatory to submit the booking voucher when picking up the vehicle.
- The passport or DNI (Spanish ID card), driving licence and a valid credit or debit card must be presented when picking up the vehicle.
- If a GPS device is rented, a deposit of €50.00 must be made by way of a bond which shall be blocked on your credit card.
- The rental carried out is not necessarily related with a specific vehicle (make-model, colour, equipment etc.), but rather with a group of vehicles endowed with similar technical and habitability features. If a model from the selected group is not available, one of higher category shall be handed over.
- Hasso reserves the right to cancel the vehicle handover in the event of well-founded doubts about the financial capacity of the customer or if the latter has a history of non-payment or serious incidents with Hasso.
- Regardless of the method of payment chosen, a credit card must be presented as a guarantee or, failing that, the 'bodyguard' package must be contracted (plus €10 per day) in addition to paying the fuel deposit in advance.

## **8. INSURANCE, COVERAGE AND BONDS**

### **8.1 Third-party civil liability and mandatory insurance.**

The rental rates include the covers of Mandatory Car Insurance and Complementary Civil Liability Insurance for any third-party damage deriving from using and driving the vehicle.

These covers are guaranteed and assumed by the insurer with which Hasso has agreed the attendant insurance policy and they are subject to the general and specific clauses thereof and to the law. Upon signing the rental contract, the customer signs up to said policy as an insured party and its terms are available to it.



## 8.2 Basic insurance cover (SBCF)

The rental rates also include basic insurance, which include any damage caused to the vehicle as a result:

- a) of a collision,
- b) of theft,
- c) and of accidental re or an act of vandalism.

The Hasso basic insurance includes a deductible for said damages for which the customer is directly liable (see point 4 of the General Terms of Rental). Said deductible must be guaranteed (i) through the provision of the attendant bond or (ii) by taking out Additional Cover.

Basic insurance shall be valid provided that the following terms are met:

- a) The customer, in the event of a collision, sends Hasso, within forty eight hours after the accident, the full particulars of the counterparty and any possible witnesses, filling in an accident report in the form of a 'No-fault accident claim form' - DAA - detailing the registration plate, name and address of the counterparty, the circumstances of the collision, a sketch of the accident, the name of the insurer and, where possible, the insurance policy number, all of which having been signed by the two drivers involved in the accident or, if there is none, the 'Accident Report' which shall be provided by Hasso.
- b) The insurance company has not rejected the accident as the vehicle was not driven under the physical and mental conditions required by the Highway Code.
- c) The collision, theft, fire or act of vandalism has not occurred during the course of unauthorised use, such as those set out in point 12 of the present general terms.
- d) The customer has notified Hasso about the collision, theft, re or act of vandalism caused to the vehicle within forty eight hours after its occurrence, providing the relevant documentation (accident report, reporting to the authorities etc.).

The following are SPECIFICALLY EXCLUDED FROM SAID COVER:

- a) Any damage to tyres, wheel rims, vehicle interiors, exterior rear-view mirrors, glass and underbody.
- b) Any tyre punctures and bursts.
- c) The damage caused to the clutch and gearbox.
- d) The days of immobilisation of the vehicle until its repair.
- e) Any towing costs.
- f) The recharging of the battery.

### **8.3 All inclusive insurance or coverage**

Rental rates do not include All inclusive insurance which considers damage not included in Hasso Mini Cover (Mini Rate). Said cover may be taken out at the time of picking up the vehicle and it shall inly be valid if the customer meets the terms set out above in the event of damage to the vehicle.

Our all inclusive insurance is made up of the following coverages: basic insurance without excess (SBSF) and wheels and window insurance (SRC).

### **8.4 Cancellation of coverage**

The cover in an accident shall be cancelled when, at the time of the accident, the vehicle driver is not included in the rental contract as the main driver or additional driver.

### **8.5 Bond**

Unless the Customer takes out the complementary optional cover (all inclusive insurance), it must deposit a bond using its credit or debit card upon handover of the vehicle, whose amount may vary depending on the car model chosen.

In the event of any extension to the Contract, the initial bond amount must be increased in line with the number of additional days.

The bond blocked (credit card) or charged (debit card) shall be unblocked or reimbursed to the Customer after the return of the vehicle, and once Hasso has verified the good condition of the vehicle and the smooth implementation of the Contract. If the bond is deposited using a credit card, the maximum blocking time is 30 business days as from the start of the rental.

The bond deposited shall be partially or wholly withheld in the event of a breach of the Contract, up to covering any penalties or amounts attributable to the Customer and unless the latter has taken out the optional complementary cover.

## **9. TERMS OF RETURN OF THE VEHICLE**

The customer shall return the rented vehicle under the same conditions as those whereunder as it received it, with all its documents, tyres, tools, chargers (if it is an electric or hybrid vehicle) and accessories, at the place, date and time stipulated in the rental Contract. Upon return, the customer may ask for the vehicle condition to be checked in its presence. Said check in person is subject to the public opening hours of the local office.

The customer may not modify any technical feature of the vehicle, the keys, equipment, tools and/or accessories thereof, nor make any modification to its exterior and/or interior appearance. Otherwise, the customer shall bear any relevant expenses to return the vehicle to its original condition, without prejudice to any damage caused to Hasso deriving from the reconditioning of the vehicle for the time it has to be immobilised, as well any other damage caused to Hasso.

Moreover, upon return of the vehicle its condition shall be assessed in accordance with which it shall be classified at the relevant cleaning level. 3 different cleaning have been established in accordance with the degree of dirtiness: general level (1), special level (2), serious level (3) and extreme level (4). If the vehicle is returned and it is classified as a special (2), serious (3) or extreme (4) cleaning level, Hasso may charge a sum of up to €300 to cover any vehicle treatment, cleaning and immobilisation costs. The different cleaning levels and their costs may be consulted in ANNEX I of the general terms of rental.

### **9.1 Effects of the non-return of the vehicle**

The return of the vehicle on a date and at a time other than that determined in the Contract shall entitle Hasso to charge the rental amount pertaining to the additional days' delay in return, in addition to an amount as a penalty for the economic losses caused which amounts to €30.00 per day's delay.

The return or abandonment of the vehicle at a place other than that stated in the Contract entitles Hasso to demand:

- I. the rental amount pertaining to the extra days required to recover the vehicle and its availability for rental;
- II. in addition, compensation of €30.00 shall be charged for any economic losses caused and
- III. furthermore, the customer shall be liable for any transfer/towing costs, tolls and safekeeping/custody, - if there are any - to the place agreed in the contract for its return.

Hasso reserves the right to bring any relevant legal actions vis-à-vis the competent authorities in the event of the disappearance or failure to return the vehicle, with the customer being wholly liable for any ensuing legal consequences.

The unilateral extension by the customer of the Contractual term shall also be regarded as unauthorised use of the vehicle for the purposes of the customer's liability for any damage it may have suffered.

### **10. FUEL**

Hasso's fuel policy is Full to Full. If the vehicle is not returned with the same quantity of fuel as at the time of vehicle handover, Hasso may make a charge of €15.00 for refuelling management expenses. If at the time of vehicle handover the fuel tank is not full, the customer must notify the Hasso office staff thereof within the first hour of commencement of the rental contract. This condition excludes vehicles with 100% electric engines.

## 11. OBLIGATIONS OF THE CUSTOMER IN THE EVENT OF AN ACCIDENT AND OTHER CIRCUMSTANCES

In the event of an accident, the customer undertakes:

- a) To obtain and send to Hasso, within forty eight hours after the accident, the full particulars of the counterparty and any possible witnesses, filling in an accident report in the form of a 'No-fault accident claim form' - DAA - detailing the registration plate, name and address of the counterparty, the circumstances of the collision, a sketch of the accident, the name of the insurer and, where possible, the insurance policy number, all of which having been signed by the two drivers involved in the accident or, if there is none, the 'Accident Report' which shall be provided by Hasso.
- b) To notify the authority forthwith about whether the culpability of the other party needs to be investigated or if anyone has been injured.
- c) Not to abandon the rented vehicle without taking appropriate measures to protect it.

In the event of an act of vandalism, re, theft or disappearance of the vehicle, the customer undertakes to inform Hasso forthwith about the occurrence and to channel to the relevant authorities the attendant report, a copy of which must be sent to Hasso as soon as possible.

## 12. UNAUTHORISED USE

The customer shall be required to use the vehicle with due care and attention, in accordance with the characteristics thereof, respecting any motor vehicles regulations in force and avoiding, in any case, any situation which could cause damage to the vehicle or to third parties.

The customer is also obliged not to allow the vehicle to be driven by anyone other than those people authorised under this contract, with the customer being directly liable for any damage caused to the vehicle or to third parties in said case.

Any case which fails to comply with the stipulations of these paragraphs shall be regarded as unauthorised use.

The customer shall be wholly liable for any damage caused to interior and exterior parts of the vehicle owing to the unauthorised or negligent use thereof, in which case it is obliged to pay any expenses caused in accordance with the stipulations of section number 4 of the present general terms.

Unauthorised or negligent use includes, and is not limited to, the following cases referred to by way of example:

- a) Pushing or towing any other vehicle.
- b) Driving in places which are not suitable for public transport such as beaches, automobile circuits, forest tracks, country roads etc.

- c) Driving on unpaved roads, or roads which are paved but which have serious shortcomings, which could lead to damage to the underbody of the vehicle.
- d) Driving the vehicle in restricted areas, including, to be precise, airport runways and other roads associated with aeronautical and/or military use.
- e) Negligent action when warning signals come on in the rented vehicle's dashboard and which the customer claims it is familiar with by signing this contract.
- f) Transport of goods or animals and, in particular, any hazardous and in flammable substances and/or which are harmful to the vehicle and its occupants.
- g) The transport of people or goods which directly or indirectly involves a payment to the customer.
- h) The subletting of the vehicle.
- i) Use of the vehicle in any activity which is against the law.
- j) The transport of a number of people or quantity of equipment greater than that authorised for the vehicle.
- k) Any type of tampering with or intervention in the odometer, having to notify Hasso about the malfunctioning thereof.
- l) Transport of equipment or any element on the roof of the vehicle even when an appropriate device is used to this end.
- m) Leaving objects visible in the vehicle which are liable to be stolen with ensuing damage to the vehicle.
- n) Getting the interior of the vehicle dirty over and above that entailed by reasonable, careful use.
- o) Driving the vehicle in a state of fatigue, illness or under the influence of alcohol, medication or drugs.
- p) Reckless driving.
- q) Use of the vehicle for driving learning activities in any circumstance and/or the teaching of any special skill at the wheel.
- r) Driving contrary to traffic rules.
- s) Driving of the rented vehicle by someone not authorised in the contract, either as an additional driver/s and/or customer/s.
- t) Driving of the vehicle outside the island of Majorca, unless there is a specific authorisation signed by the company management in both cases and the attendant extraordinary ADDITIONAL COVER is taken out and paid for.
- u) Use of the vehicle after completion of the rental period.

v) To all intents and purposes, we do hereby inform you that for safety reasons, part of our fleet is fitted with GPS trackers. The company shall only access the location data in the event of (i) an alert owing to disconnection or inhibition of the system and/or (ii) failure to return the vehicle. The customer is aware of and accepts this circumstance, refraining, in any case, from interrupting or preventing its smooth operation.

Unauthorised use by the customer shall entitle HASSO to terminate the Rental Contract early owing to a culpable breach by the former, claiming, where applicable, any compensation for damage which applies.

### **13. JOINT AND SEVERAL LIABILITY**

All authorised additional drivers and/or customers shall be jointly and severally for any obligations of the customer deriving from the Contract and the laws applicable thereunto.

### **14. THEFTS AND LOSSES OF PERSONAL ITEMS**

Hasso shall not be held liable for any objects which are stolen, forgotten or lost in the interior of the vehicle.

### **15. MANDATORY SECURING DEVICE APPROVED FOR CHILDREN**

In the even of the use of the vehicle to transport children aged under three or over three who are under 150 cm tall, the customer must inform Hasso thereof so that it can be provided, subject to payment of the attendant rental rate and without being permanently affixed to the vehicle, the attendant mandatory securing device in line with the weight and size of the child or person who has to use it. Its installation shall always be the responsibility of the customer.

### **16. PERSONAL DATA PROCESSING AND CUSTOMER RIGHTS**

#### **16.1 Data controller**

Your personal data controller is:

Identity: AUTOS D'OR RENT A CAR, S.L.U

Address: Avda. Benvinguts, 64 Cala d'Or (Santanyí) CP: 07660

e-mail: [info@hasso-rentacar.com](mailto:info@hasso-rentacar.com)

## 16.2 Purposes

For what purpose are we processing your personal data?

In compliance with the provisions of European Regulation 2016/679 on General Data Protection, as well as of any applicable national law, we do hereby inform you that here at AUTOS D'OR RENT A CAR, S.L.U. we process the personal data that you provide us with for the following purposes:

- I. To manage the contractual relationship consisting of vehicle rental;
- II. To manage and bill vehicle rental;
- III. To manage any possible incidents, including accidents occurring during the vehicle rental period;
- IV. To manage the administrative communications and processes which may derive from the contractual relationship;
- V. To keep you up-to-date, by e-mail or by any other equivalent means, about any offers, products, services and promotions, own or third parties, which may be in your interest;
- VI. To carry out promotional activities by companies in the transport and tourism sectors which work in the activities carried out by Hasso;
- VII. In the event that you wish to belong to Hasso Club, to manage the registration process on this loyalty programme.
- VIII. To draw up a commercial profile based on the evolution of commercial activity with regard to the bookings made. With this in mind, we do hereby inform you that automated decisions shall not be made based on said profile.

## 16.3 Data storage period

How long will we keep your data for?

We hereby inform you that your data shall be kept for as long as proves necessary for the rendering of the services or contractual relationship and, in any case, until their erasure is requested, as well as for such time as proves necessary to comply with any legal obligations applicable in each case in accordance with each data type.

## 16.4 Legitimate interest

What is the legitimate interest for processing your personal data?

The legitimate interest for processing your personal data is based on:

- The legal basis for processing your personal data with regard to processing (I), (II), (III) and (IV) set out in section 16.2 above is founded on the performance of a contract with Hasso with regard to the services it has requested from us.
- Furthermore, the legitimate basis for processing your personal data with regard to the processing set out in sections (V), (VI), (VII) and (VIII) is founded on the specific consent granted for each purpose at the time of gathering your personal data which you have provided us with by way of the vehicle bookings.

## 16.5 Recipients

Who are the recipients of your personal data?

Your personal data shall be assigned to third parties to process the payment of any bookings made (i.e. banking and/or financial entities that own the means of payment used, payment gateways).

In addition, Hasso may assign your data to insurance companies to manage and process any accidents occurring during the rental period.

We hereby inform you that your data mentioned herein may be assigned to the companies of the group to which Hasso belongs, for internal administrative purposes.

What's more, your data may also be assigned to public authorities and bodies (administrative or judicial) in those cases in which a legal regulation so determines.

## 16.6 Rights

What are your rights when you provide us with your personal data and how can you exercise them?

You are entitled to access your personal data, as well as to request the rectification of any inaccurate data or, where applicable, to request its erasure when, inter alia, the data are no longer necessary for the purposes for which they were gathered.

Under certain circumstances, you may request the restricted processing of your data in which case we shall only keep them for the lodging or defence of claims.

Under certain circumstances, and for reasons related with your specific situation, you may object to the processing of your data. Hasso shall cease to process the data, except for legitimate imperative reasons, or to exercise or defend any possible claims.

Furthermore, you may exercise the right to data portability, as well as withdraw the consent provided at any time, without this affecting the legality of any processing carried out based on the consent prior to its withdrawal.

If you wish to exercise any of your rights, you may contact us by sending a written communication to the Hasso Customer Care Dept. at the address Avinguda Benvinguts, 64 Cala d'Or (Santanyí) CP: 07660



Any request to exercise any of your rights must be accompanied by a copy of an official document identifying you (DNI (Spanish ID document) or documentary evidence).

Finally, we do hereby inform you that you can contact the Spanish Data Protection Agency and other competent public bodies for any claim deriving from the processing of your personal data.

### **16.7 Cookies' policy**

Which cookies do we use?

To find out about the cookies we use at this website/mobile application, remember that you can access our Cookies' Policy at the following link: <https://www.hasso-rentacar.com>

### **16.8 Provenance**

How have we obtained your data? We would remind you that we can obtain your personal data directly from social media in the even that you register or start a session with your Facebook, Twitter or Google profile.

## **17. USER SUPPORT**

Should you wish to make any request for information or make any suggestion, claim or complaint, please contact Hasso, Avinguda Benvinguts 64, Cala d'Or, CP: 07660, Tel. 971 648 118

## **18. OWNERSHIP OF THE FLEET AND LEGISLATIONS AND JURISDICTION APPLICABLE**

The company AUTOS D'OR RENT A CAR, S.L.U. is the owner of all the vehicles rented by Hasso Rent a Car.

## **19. TRANSLATION**

Any translations of these general terms are merely informative and they are not of a legally binding nature in terms of all the details of their wording and solely their Spanish version is valid.