

**GENERAL TERMS AND CONDITIONS
FOR VEHICLE RENTAL**

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1. PREAMBLE: DESCRIPTION OF SERVICES/ ACCEPTANCE

INTERRENT.COM is an online vehicle rental service (passenger cars or utility vehicles) provided by (hereinafter “*InterRent*”).

INTERRENT.COM is intended for use exclusively by adult individuals and businesses.

All rentals are subject to acceptance of the following terms and conditions (“General Terms and Conditions”) as indicated in Article 2 below.

All references in these General Terms and Conditions must be interpreted as set out in Recommendation 96-02 of the Commission on Abusive Clauses and the French laws concerning rental agreements (Articles 1713 *et seq* of the French Civil Code).

2. HOW TO MAKE A RESERVATION AND/OR CANCELLATION

2.1 The rental process

- 1) You must provide the necessary information concerning the type of vehicle desired and the expected rental price (depending upon rental date, length of rental...).
- 2) You must fill out an electronic form and provide the personnel data necessary for the reservation as well as information concerning payment (credit card number...).
- 3) You must then approve the form.
- 4) Once the form has been approved, you must once again check and approve the totality of the information concerning the reservation as well as your personal data. **At this stage in the process, you confirm acceptance of these General Terms and Conditions by ticking a box.**
- 5) At this point, the reservation is final under the conditions provided for in Article 3, an email confirmation is sent to you, and your account is debited.
- 6) A rental agreement will be given to you when you pick up the vehicle at the agency selected during the online reservation process. This agreement mentions the information provided by you during the online reservation process as well as the general terms and conditions set out in Article 3.

2.2 Login and password - Quick Sign In

« Quick Sign In » rapid access is only available for clients who have previously rented with us. By entering an email address and password you will not have to register again and the reservation process is simplified and much faster.

Your indicated email address is the login.

You choose a password which you may change at any time.

You are responsible for the creation, the safekeeping, the confidentiality and the use of your logins and passwords, which are strictly personal and must not be shared with third parties.

You must ensure the safekeeping, the confidentiality and the secret of your login and password.

Any use of the services with the login and password is considered to have been made by you.

If you suspect that your login and password have been used by a third party, you must immediately inform InterRent through the customer support system at INTERRENT.COM.

2.3 Cancellation fees and/or failure to pick up the vehicle

All cancellations must be made on the site INTERRENT.COM, and will take effect as of the date and time the cancellation is registered by InterRent's computer system. Confirmation of cancellation will be sent to you by email. This confirmation will mention the amount of reimbursement or any amounts charged to your credit card.

The rental amount previously debited will be reimbursed minus cancellation fees calculated, in principle, as follows:

- over 31 days before the departure date: no charge
- from 31 to 8 days before the departure date: 20% of rental price
- from 7 to 2 days before the departure date: 30% of rental price
- less than 2 days before the departure date: 50% of rental price

ATTENTION: The percentages may be modified; cancellation fees may vary depending upon place of rental. Further information is provided at the following address – choose country from here. .

No reimbursements will be made if you fail to pick up the vehicle at the time and date for which the reservation was made. Nor will reimbursement be made if the deposit, due at the time the vehicle is to be picked up, is not paid.

ATTENTION: Reimbursements will be made not later than 30 days after the date on which the cancellation was registered by InterRent's computer system.

3. RENTAL CONDITIONS

3.1 Mandatory conditions

You must provide all information necessary for the rental agreement, most notably: identity, address (home/business and email), landline telephone number, driver license number, date, place of issue and expiration date, and the method of payment for the rental.

Failure to provide this information will mean that the reservation cannot be approved.

Prior to vehicle pick up a second form of identification is required. This may be in the form of an electricity or telephone (landline only) bill not less than three months old and which confirms your last name, first name, and address as indicated during the online reservation process. A credit card with the same number as that indicated at the time the reservation was made is also required in order to cover, in advance, any additional charges not included in the reservation which will be automatically deducted when the vehicle is returned in accordance with the provisions of Article 4.

ATTENTION: We cannot rent you a vehicle, nor can we reimburse you if you fail to provide these documents or a bank authorization prior to picking up the vehicle or if you fail to comply with rental requirements set out during the reservation process including, among others, if erroneous information is provided in the reservation.

All drivers must have current driver licenses and have held their driver licenses for at least 12 months prior to renting a vehicle. The license must be valid for the type of vehicle rented. Drivers must also be age 21 or over (this age requirement may be higher for certain categories of vehicles).

ATTENTION: The accident deductible may be doubled for drivers who have held their licenses for less than 36 months.

An extra charge may be applied for drivers between the ages of 21 and 25.

ATTENTION: To find out the applicable conditions, please check www.interrent.com – choose country from here.

In order to benefit from insurance coverage and disclaimers all drivers must be mentioned in the rental agreement. You may indicate a maximum of one extra driver per vehicle. The second driver must be present when the vehicle is picked up and must present his or her driver license.

ATTENTION: This extra service is billed per agreement whatever the length.

ATTENTION: For information on the applicable billing conditions, please check www.interrent.com - choose country from here.

ATTENTION: Agency hours are indicated on our site and are posted in the agencies. Rental vehicles must be picked up and returned during opening hours.

3.2 Length of rental

You agree to return the vehicle on the date and at the time indicated in the rental agreement. Failure to comply with this requirement may result in civil or criminal legal action as well as an automatic late penalty effective immediately, followed by penalties for each 24 hour period until the return of the vehicle.

ATTENTION: Late penalties may vary depending upon the place of rental. Information concerning the applicable billing conditions is available at the following address: www.interrent.com Choose country from here;**ATTENTION:** Rental agreements are for a maximum of 30 days. Extensions are not possible.

ATTENTION: No reimbursement is made for rentals terminated before the date indicated in the reservation.

3.3 End of rental period

The rental period ends with the return of the vehicle, keys, and documents to a uniformed InterRent agent at the counter of the designated agency. Under no circumstances should keys be returned to individuals present in the parking lots and who claim to be InterRent Agents.

You agree to return the vehicle clean, both inside and out. Failure to comply with this requirement will result in a cleaning fee.

ATTENTION: Information concerning the payment of cleaning fees is available at the following address: www.interrent.com Choose country from there ;
The cleanliness of the vehicle will be determined during a vehicle inspection carried out in your presence by an InterRent agent.

The vehicle provided to you will not have a full tank of gas; there will be just enough to ensure that the vehicle is not running on its reserves. Vehicles should be returned in the same state.

ATTENTION: Information concerning the applicable conditions is available at the following address: www.interrent.com Choose country from there.

If the vehicle is running on its reserves when returned (with the gas gauge light on), a fee for “gas service” will be billed to you.

ATTENTION: Information concerning the applicable conditions is available at the following address: www.interrent.com Choose country from there.

We encourage you to be present during the vehicle return inspection and to countersign the inspection report with one of our agents before leaving, in order to jointly note any damages and in order to avoid any dispute between the parties.

In the case where a vehicle is returned without keys, you will be billed for them as well as for any fees incurred by the necessity to have the vehicle returned to the agency as specified in Article 4.

InterRent is not liable for any items whatsoever forgotten in vehicles at the end of the rental period.



ATTENTION: the agreement can only be terminated upon reception by the agent of the car, the keys, and the documents during agency opening hours.

Reminder: you are liable until termination of the rental agreement.

Exceptions: in the case of confiscation or impoundment of the vehicle, the rental agreement may be terminated as soon as InterRent is informed of the event by the legal authorities or by the customer.

InterRent is authorized to terminate the agreement for any use of the vehicle which might cause damages to InterRent.

In the case of theft, the rental agreement is terminated when InterRent receives a copy of the charges filed by the customer with the appropriate authorities.

In the case of accident, the rental agreement is terminated when InterRent receives a copy of the accident report filled out by the customer and, if applicable, the third party involved in the accident.

3.4 The vehicle

3.4.1 THE CONDITION OF THE VEHICLE

A description of the vehicle is attached to the rental agreement. You agree to note, in writing, before leaving the agency, any apparent defect that does not appear in the description. Failing any notice of this sort the vehicle will be considered as conform to the description provided.

We cannot take into account any complaints concerning apparent damages which are made after the moment the vehicle leaves the agency.

You must return the vehicle in the state it was received. All charges for repairs or servicing due to your fault will be billed in addition to the rental price, subject to the provisions of the "optional guarantee agreement" section.

ATTENTION: All of our vehicles have stickers which show our logo and/or our trademark or that of our partners. You may not modify or remove them; should this be the case you will be billed for the costs of putting them back in order.

3.4.2 USE OF THE VEHICLE

You may not take the vehicle out of the specified geographic limits.

ATTENTION: Please see the following page: www.interrent.com for information on geographic limitations

In accordance with the principle of the French criminal code you are liable for any offences committed during the rental period. Therefore, you informed that your contact details may be given to police authorities or other legal authorities who may request them.

You agree to use the vehicle in a reasonable manner and to abstain from the influence of any alcoholic, narcotic or otherwise mind-altering substance, in accordance with the law. You further agree to use the vehicle for the principal purposes for which it was intended, i.e., for a passenger car, the free transport of passengers and for a utility vehicle, the transport of merchandise.

ATTENTION: Dents to the top or bottom of the vehicle body are not covered by the damages guarantee except in the case of proven “force majeure”.

You may not use the rented vehicle for the following purposes:

- re-leasing;
- paid transportation of other people;
- transport of a number of persons superior to that indicated on the vehicle’s “carte grise”;
- participation in races, competitions and tests, no matter where;
 - to give driving lessons;
 - to push or pull another vehicle (except for vehicles with a hook - maximum weight 1000 kg) ;
 - on routes unsuitable for motor vehicles or where the surface or the state of disrepair presents a risk for the tires or the internal parts of the vehicle;
 - to commit any crimes or offence whatsoever.

Merchandise or baggage transported in the vehicle, including packaging and securing materials or devices must not damage the vehicle or put passengers at risk.

You agree to lock the vehicle and to use any alarm or antitheft system available in the vehicle when it is parked (even for short periods of time)

You agree that the vehicle will never be left unoccupied with the keys in the ignition. Failure to return the keys will annul the theft guarantee.

In the case of damage or theft, you must send to us, as quickly as possible, the accident report or the theft report filed with the authorities as well as the vehicle’s keys and documents.

ATTENTION: article 3.4.2 sets out the minimum obligations to be respected during the period for which the vehicle is in your possession.

3.4.3 MAINTENANCE AND MECHANICAL PROBLEMS

During the rental period and depending upon the number of kilometers driven, you will be required to perform certain maintenance tasks (oil check every 1000 kilometers, air pressure in the tires, etc) in accordance with principle of reasonable and careful use. Therefore, you must remain alert to all signals emitted by the signal lights on the dashboard of the vehicle and must take all necessary precautionary measures, such as emergency stopping.

The vehicle is provided to you with five tires in good working order, in accordance with the law. In the case of damages to any one of them, other than normal wear, hidden defect or force majeure, you agree to immediately replace it, at your own expense, with a tire of the same size, type, brand and wear

In the case of mechanical failure exclusively (not due to accident), you will benefit from Service assistance, included in the rental price. The conditions of this assistance are set out in Article 3.7 “Insurance, Assistance and Useful Advice”.

If the mileage counter does not function for any reason other than technical failure, the customer will pay mileage charges calculated on the basis of 500 kilometers a day;

ATTENTION: InterRent does not guarantee to provide you with a particular type or color of vehicle and reserves the right to modify if necessary.

3.5 Liability in case of damage to vehicle or theft

You are responsible for the vehicle in your possession.

Therefore, in the case of theft or damages caused to the vehicle through your fault or in the absence of fault by a third party, you must indemnify InterRent for the damages actually suffered (repair expense, market value of the vehicle, immobilization charges, filing charges...).

Upon termination of the rental period, in the case of damage or theft, an amount equivalent to the deductible will be billed to you (Article 3.6.1). If the amount of damages that InterRent suffers is greater than that amount, you will be billed for the difference. If the amount of damages is reduced (recovery of the vehicle in less than 60 days, shared liability with a third party...) you will be reimbursed for amount of the reduction.

This liability is limited by the “reduced liability” guarantees in the case of damage and/or theft as set out in article 3.6.1.

In accordance with Article 1721 of the French Civil Code we insure customers – with the exception of professionals - against the consequences of defects or hidden defects in the vehicles put at their disposal.

3.6 Our contractual guarantees

3.6.1 DAMAGE AND/OR THEFT GUARANTEE

If you choose a rate which includes contractual guarantees in the case of damages (“CDW” indicated and checked on the agreement) and theft (“TW” indicated and checked on the agreement) of the rental vehicle, your liability will be reduced to the amount of the deductible, a fixed amount that will be billed to you in the case of damage or theft.

ATTENTION: Information concerning the applicable conditions is available on the following pages [www.____.____](#).

For example, in France the deductible is:

- **1200 € including tax in the case of damage (one deductible per damage) to the rental vehicle; deductible doubled in the case where you have been a licensed driver for three years or less**
- **1500 € including tax in the case of theft of the rental vehicle**

If the actual amount of damages that we suffer is less than this amount, only the lower of the two sums will be billed to you.

If you are found not to be liable, upon reimbursement from the third party who is liable for the claim, this amount will be completely reimbursed to you.

3.6.2 LOSS OF GUARANTEE

Drivers, not designated in the rental agreement, for whom the customer is responsible cannot benefit from the damage (“CDW”) or theft (“TW”) guarantees for the vehicle. These guarantees are only valid in metropolitan France (cf. Article 3.4.2) during the vehicle rental period. Failure to comply with any one of the obligations set out in Articles 3.1, 3.3 et 3.4.2 of these general terms and conditions will result in loss of contractual guarantees. In this case the customer will be liable for the total amount of the claim in accordance with the conditions set out under the law.

3.7 Insurance conditions, assistance and useful advice

3.7.1 CIVIL LIABILITY INSURANCE

All vehicles in the InterRent fleet are insured for bodily harm and physical damages that you may cause to a third party as the result of an accident involving the rental vehicle, as required by Article L 211-1 of the French Insurance Code. Our insurer, whose name appears on the insurance certificate, grants, for the damages mentioned above, an unlimited guarantee for bodily harm and a guarantee up to 762 245 € for physical damages.

ATTENTION: in order to benefit from the guarantee you must respect the geographic restrictions for the use of the vehicle as mentioned in Article 3.4.2.

You must also respect the obligations of the general rental conditions as concerns driving the vehicle, notably those relating to the driver license, the respect of security conditions and the prohibition concerning races, competitions and tests, the pulling or pushing of other vehicles, and the transport of persons for a fee. In the case where you fail to respect these obligations and where your liability is engaged, the insurer reserves the right to seek recourse in its name or ours against the driver and/or the customer who rented the vehicle.

3.7.2 GENERAL CONDITIONS FOR REPAIR AND ASSISTANCE

During the rental period agreed to with InterRent, you may, if you so choose, benefit from a basic service of Repair and Assistance relating to the use of the vehicle in the case of mechanical failure only.

ATTENTION: Information concerning the applicable conditions is available at the following address

4. FINANCIAL CONDITIONS

4.1 Price

The price paid in advance cannot be reduced nor cannot it be cumulated with any other promotional offer. A prepaid reservation confirmation is not transferable.

The price paid in advance does not include additional charges not specifically mentioned as included in the prepaid reservation confirmation, nor does it include additional options payable by the customer. A valid credit card must be presented at the InterRent counter before picking up the vehicle. The credit card number must be the same as that used to make the reservation. This is necessary for the authorization destined to cover, in advance, all the eventual charges, not included in the reservation, which will be debited automatically when the vehicle is returned.

You agree at this time that the bank account corresponding to the credit card presented may be debited for the amount of the deductible and for all extra fees and charges, most notably in the case of damage to or theft of rental vehicle.

The customers are jointly liable for payment of the entire rental cost

You expressly agree that failure to pay any one of the charges on time, or any failure to pay, authorizes InterRent to demand immediate restitution of the vehicles rented.

4.2 Security deposit

The security deposit must be made with the same credit card as that used for the reservation and the rental

The amount of the security deposit will depend on the category of vehicle rented and also on the complementary guarantees included in the price. This security deposit is considered as advance payment for any eventual damages suffered by InterRent in the case of damage to or theft of the vehicle.

You are automatically covered in the case where you choose a rate including contractual damage guarantees (" CDW ") and theft (" TW "). Therefore, a security deposit equal to the amount of the deductible is due from you and will be claimed in the case of damages.

The security deposit will be acquired by InterRent in the case of damages caused by the customer and in the case of theft of the vehicle, in an amount proportional to the actual damages suffered.

In the absence of damage and/or theft and where no additional charges are due when the vehicle is returned, the security deposit will be returned to you at the end of the rental period.

5. PERSONAL DATA PROTECTION

5.1 Data collected

In accordance with the French Data Protection Act « INTERRENT.COM » has made a declaration of automatic data processing through an internet site with the French Data Protection Authority (CNIL) under the number 1163526.

InterRent collects personal data on visitors to its site “interrent.com”, in particular when they wish to reserve a vehicle online by filling out the form provided for rental.

The purpose of data collected is to allow InterRent to identify users and to make services available to them.

During the online reservation process, InterRent asks users to provide certain information necessary to draw up a rental agreement.

The personal data provided during the use of « INTERRENT.COM » is intended for InterRent, for processing, as well as its partners.

InterRent agrees that it will not transmit or transfer this personal data to any third party without prior written consent by the individual whose data is concerned, except in the case where legal or judicial authorities order such transfer.

InterRent agrees to make its best efforts in order to protect the personal data it has collected from users, and notably, to prevent deformation, damage, or communication of the data to unauthorized third parties.

InterRent may also transfer the data to its technical service providers for the sole needs of “INTERRENT.COM”. In particular, the data will be transferred to Germany for processing. We draw your attention to the fact that this processing does not have any effect on the protection accorded to the data or your privacy. In point of fact, Germany offers the same protection guarantees as the other EU member countries in general and France in particular.

Clicking on a hyperlink or an advertisement on the site may redirect “INTERRENT.COM” visitors to third party sites. The personal data management policy of these sites may differ from that of InterRent. It is the visitor’s responsibility to consult the data protection policy of the sites in question. InterRent is not responsible for data transmitted or collected during visits to these third party sites.

5.2 Right of access, modification or deletion

In accordance with Articles 38, 39 et 40 of the French Data Protection Act, any individual who has submitted personal data has the right to access, modify or delete the data in question.

You may therefore request that their personal data be corrected, completed, clarified, updated or deleted in the case where the data is inexact, incomplete, or out of date or if the collection, use, transmission, or storage of the data is not in compliance with the law.

If you wish to make use of these rights please contact: customer.complaint@interren.com.

You may also make these modifications online by using your login (email and password).

5.3 Cookies

InterRent uses cookies in order to provide services.

These cookies are small files stocked on the visitor's hard disk which allow the InterRent server to collect information from the visitor's browser during each visit to "interrent.com". The information concerns the visit to and use of "interrent.com". Cookies are necessary for the proper functioning of the service and their deactivation may make it impossible to access the management interface of "INTERRENT.COM" and therefore to obtain services.

As an example, the information that we are likely to collect may include the links on which the visitor clicks, the visitor's IP address, the course of the visit and searches on our site, and the amount of time spent on the site.

You may refuse the installation of cookies, however, this refusal may make it impossible to access certain services on the site.

In order to prevent the installation of cookies visitors must configure their internet browsers in the following manner:

- For Internet Explorer 3 or 4 (Microsoft): click on "view", "options", "advanced". Among the various alerts that can be activated the fourth is called "Warn before accepting cookies" and, only on Internet Explorer 4, the fifth option is called "Always refuse cookies";
- For Navigator 3 (Netscape): from the "options" menu, select "network preferences", click on the "protocols" tab. Among the various possible alerts the first is to show an alert before "accepting a cookie". By choosing this option you will be alerted to all "cookies" and may refuse their installation;
- For Communicator (Netscape): click on "edit", "preferences" and select "advanced". Choose the desired option.

The information provided by visitors to our site when they fill out forms may be combined with the more general information collected from the visit. This allows us to offer our visitors a more personalized visit to the site.

InterRent and its partners will only contact those visitors who have given their consent to receive promotional and advertising content.

5.4 Use of credit cards –Internet Site

When an online reservation is made, credit card and personal contact information is used and safeguarded to process and send you your order. For those visitors registered on "INTERRENT.COM", personal data and credit card information is saved in order to automatically fill out this information and speed up the payment phase during succeeding visits. InterRent uses crypting software in order to protect the information relative to credit cards (number and expiration date) that is given during the reservation process. Customers wishing to update credit card information may do so by using the "My Account" functionality available through the following address: www.interrent.com.

InterRent takes all necessary precautions and makes its best efforts to ensure that customer information is protected during the encryption of credit card transactions.

6. LINKS /PROPERTY RIGHTS

6.1 Links to other sites

InterRent is not responsible for use of other internet sites visited via INTERRENT.COM.

Once a visitor has been redirected to a third party site, the terms and conditions set out in this document cease to apply; only the conditions of the third party site apply.

Visitors who are redirected to illegal or harmful sites through INTERRENT.COM are requested to inform us immediately so that we may take all necessary steps to delete the link in question.

6.2 Respect of InterRent and third party property rights

All content (photos, texts, video, sound, etc...) consultable on INTERRENT.COM is and remains the exclusive property of InterRent and/or third parties and/or other users.

Visitors may not reproduce, represent or offer for sale any of this content except in the following cases:

- use of the content manifestly authorized in that it is necessary in order to use the services, within the limits strictly necessary for such use during the subscription period;
- private copy (visitors may print out copy of the site pages for personal use) ;
- private and gratuitous performances carried out exclusively within the family circle.

7. PARTIAL NULLITY / NON RENUNCIATION / INTUITU PERSONAE

If one or another of the clauses in these general terms and conditions is found to be invalid or is declared to be invalid by law, regulation or decisions by the relevant courts, the remaining clauses conserve their validity.

The parties agree to replace the null and void clause by a clause that closely reproduces the content of the initial clause.

The fact that InterRent might not make use of one of the dispositions included in these general terms and conditions cannot not be interpreted as renunciation and the disposition remains in force.

These general terms and conditions are agreed to intuitu personae.

Therefore they cannot be transferred by one party without the prior consent of the other party. InterRent is, however, authorized to transfer them along with related personal data files in the case of buy out by a third party company, of InterRent or of one or another of its sectors of activity if it includes management of INTERRENT.COM.

Customers will, of course, be notified of such transfer.

8. JURISDICTION

These general terms and conditions are governed by French law.

Any disputes between merchants arising in the context of this agreement and which cannot be resolved amicably will, in the measure allowed by law, be subject to the jurisdiction where InterRent's headquarters are located

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