

# General Terms and Conditions of Contract

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## 1. Subject of the Contract.

- 1.1. These General Terms and Conditions set out the general terms and conditions under which TopCar shall grant to the Client the use of a Driverless Vehicle, the characteristics of which are described in the Specific Conditions of this contract (the "Contract").
- 1.2. The rental is not necessarily linked to a specific vehicle (make, model, colour, equipment, etc.) but to a group of vehicles with similar characteristics.

## 2. Definitions and interpretation

### 2.1. Definitions

In the Contract the following terms shall have the meaning specified below:

"**General Conditions**" refers to these general conditions established by TopCar for the rental of the Vehicle under this Contract.

"**Specific Conditions**" refers to the specific conditions regarding the rental of the Vehicle to be subscribed between the Client and TopCar at the time of delivery of the Vehicle.

"**Client**" refers to the physical person who leases the Vehicle owned by TopCar.

"**Contract**" refers to this contract consisting of the General Terms and Conditions and the Specific Terms and Conditions.

"**Basic Protection**" refers to the basic coverage identified in section 9.2. of this Contract.

"**Super Cover (SCDW)**" refers to the extended and optional cover offered by TopCar and identified in paragraph 9.3 of this Contract.

"**Applicable Rates**" refers to the rates applicable by TopCar in relation to the rental of the Vehicle and are made available to the Client at TopCar's offices.

"**Payment Card**" refers to the valid credit or debit card used by the Client for the rental of the Vehicle.

"**TopCar**" refers to TopCar Rac, S.L., a Spanish limited company, with registered address at Calle Los Peregrinos, 29, Urbanización Industrial El Goro s/n, 35200 Telde, island of Gran Canaria, province of Las Palmas, holder of NIF B-38045498, owner of the Vehicle.

"**Vehicle**" refers to the vehicle leased under this Contract, the characteristics of which are identified in the Specific Conditions.

## 3. Vehicle Rental Terms and Conditions

- 3.1. The minimum age of the driver of the Vehicle, except as provided in paragraph 3.3. below, shall be twenty-one (21) years.
- 3.2. The driver of the Vehicle must have a valid driving licence, valid in Spanish territory, held for at least three (3) years.
- 3.3. Notwithstanding the provisions of section 3.1. above, for certain groups of vehicles, the minimum age required may be higher than that established in the aforementioned section 3.1. above. If a Client is not of the minimum age to drive the booked vehicle group, TopCar will try to provide the Client with a vehicle with a lower age restriction. Clients and drivers under 25 years of age are subject to payment of an additional charge in accordance with the Applicable Rates.

**3.4.** The following documents/information must be presented upon collection of the Vehicle:

- The booking voucher or booking confirmation number.
- Passport or ID card and driving licence in the name of the reservation holder and the additional drivers.
- A valid credit or debit card in the name of the reservation holder or additional driver.

**3.5.** The Vehicle will be collected by the Client at the TopCar office at the destination, from Monday to Sunday, within the business hours of each office at the destination. The change or delay, if applicable, of the flight or cruise contracted for the arrival at destination must be communicated by the Client to TopCar indicating the booking number, the flight number or, if applicable, the name of the cruise, the initial scheduled time of arrival and the estimated time of arrival. Failure to provide this information to TopCar and failure to arrive within the dates and times indicated above will result in the cancellation of the vehicle reservation, and TopCar will be entitled to charge the full amount of the reservation.

**3.6.** The booking of vehicles at a TopCar office located at a maritime dock is limited solely and exclusively to cruise passengers, as long as they can duly prove their reservation and embarkation on the cruise, with the duration of the vehicle booking for the aforementioned cruise passengers being a maximum of twenty-four (24) hours.

#### **4. Use of the Vehicle.**

**4.1.** The Client acknowledges that he/she has received the Vehicle in good working and clean condition, with all its documents, tyres, tools and accessories, and undertakes to preserve them, as well as to drive the Vehicle in compliance with the regulations on traffic, motor vehicle circulation and road safety and in accordance with the specifications for use of the type of Vehicle.

**4.2.** It is the Client's obligation to use the Vehicle with due diligence, in accordance with its characteristics, avoiding any situation that could cause damage to the Vehicle or to third parties, being expressly forbidden:

- Pushing or towing any vehicle or any other object, rolling or not.
- Driving in areas not suitable for the circulation of vehicles, in restricted areas, unpaved roads, or paved roads, but with serious deficiencies, which could lead to damage to the vehicle.
- Altering any technical characteristics of the vehicle, its keys, equipment, tools and/or accessories, as well as making any modification to its exterior and/or interior appearance. In case of breach of this obligation, the Client shall bear the costs of reconditioning the Vehicle to its original state and pay TopCar an amount as compensation for the damages caused.
- The use of the Vehicle for any activity in breach of the law.
- Transport of goods, animals or substances that are dangerous, flammable and/or harmful to the Vehicle and its occupants.
- Transporting more people and/or luggage than the Vehicle is allowed to carry.
- The use of fuel other than that required by the Vehicle.
- Carrying luggage or any other item on the roof of the Vehicle, with the exception of surfboards for which a roof rack must be booked, and only one surfboard per vehicle is allowed. TopCar shall not be liable for any damage that may be caused to the aforementioned special equipment.
- Driving the Vehicle in a state of fatigue, illness or under the influence of alcohol, medication or drugs, as well as reckless driving.
- Using the Vehicle for learning, teaching or driving practice activities.
- Smoking inside the Vehicle.
- Participating in official or unofficial competitions.
- Using the Vehicle for endurance testing of materials, accessories or automotive products.
- Using the Vehicle in case of risk, in particular if the warning lights on the Vehicle's dashboard are on.
- Transporting people in return for payment.
- Committing criminal acts with the Vehicle.
- Using the Vehicle for commercial purposes.
- Transporting goods in violation of the law or legal provisions in force or for illegal purposes.
- Transporting people or goods, when this implicitly or explicitly implies the subletting of the Vehicle. Likewise, when the transport of people or goods requires obtaining an administrative authorisation, the Client shall be fully responsible for any sanctions and claims that may be imposed or brought against TopCar by the Administration, and shall be obliged to respond to them and hold TopCar completely harmless.

- Driving the Vehicle by people not authorised by TopCar.
  - Unsealing or tampering with the Vehicle's odometer, and any malfunction thereof must be reported immediately to TopCar.
  - Deeding, mortgaging, pawning, selling or in any way pledging as security: the Vehicle, the Contract, the keys, documents, equipment, tools and/or accessories of the Vehicle and/or any part or piece of the Vehicle, or dealing with the foregoing in such a way as to cause prejudice to TopCar.
- 4.3.** Unless expressly and previously authorised by TopCar, it is forbidden to drive or transport the Vehicle outside the island on which it was rented. In the event of authorisation to drive or transport the vehicle outside the island, TopCar reserves the right to charge an additional fee and/or deposit. In any case, the return of the Vehicle must take place on the island on which the Vehicle was rented. In the event of transferring the Vehicle without prior authorisation from TopCar, the Client undertakes to pay the costs arising from the transfer of the Vehicle to the island of origin on which the Vehicle was rented.
- 4.4.** The Client receives the Vehicle with the level of the fuel tank that is reflected in the specific conditions, being obliged to return the vehicle with the same level of fuel and of the same quality with which it is received, or to pay the amount corresponding to the quantity of fuel that is missing to complete the tank. In this respect, the Client must refuel the vehicle with the appropriate type of fuel for the vehicle. In the event of refuelling with fuel that is not suitable for the Vehicle, the Client shall be liable for the damages and expenses incurred.
- 4.5.** The Client undertakes to keep the Vehicle locked when not in use.
- 4.6.** In the event of loss, theft, or damage to the Vehicle's keys, the Client must pay for the cost of their replacement.
- 4.7.** In the event that the Vehicle is used to transport children under three years of age or people over three years of age who do not exceed a height of 135 centimetres, the Client must inform TopCar so that the latter delivers, without securing it to the Vehicle, the corresponding mandatory restraint device approved in accordance with the weight and size of the child or person who is to use it, together with the instructions detailed by the manufacturer for the correct positioning of the child seat and the child or person who is to use it, provided that TopCar had such restraint devices at its disposal at the time and place of issuing the Contract.

TopCar shall not be obliged to install and/or fit the aforementioned mandatory restraint device in the Vehicle, but shall only comply with the aforementioned obligation to deliver it to the Client upon prior notification by the Client.

- 4.8.** In any case, TopCar shall be released from any liability for personal injury or damage to property resulting from the Client's non-compliance with the applicable regulations, as well as from the non-use of the mandatory restraint device or its incorrect installation or use by the Client and any possible manufacturing defect of the said mandatory restraint device.
- 4.9.** The Client expressly agrees that each retention device used by him/her may be subject to the charging of additional amounts by TopCar.
- 4.10.** The Client is allowed to travel with his/her pets if their presence is indicated during the booking of the Vehicle. The Client shall be responsible for the safety of the pet during the journey. TopCar shall not be liable for any sanction related to the transport of the pet inside the vehicle. The Client shall be responsible for all damages (interior and exterior) caused by the pet, as well as for the cleaning of the Vehicle.
- 4.11.** When any of the lights on the instrument panel illuminate to detect a malfunction of the Vehicle or when the Client notices external signs indicating a breakdown or malfunction of the Vehicle, the Client must stop the Vehicle as soon as possible and contact TopCar. The time of contact with TopCar shall be during its office hours.

## **5. Rental price.**

- 5.1.** The rental price of the Vehicle is the one stated in the Specific Conditions of this Contract.
- 5.2.** Payment of the Vehicle Rental Price must be made using a credit or debit card. For the payment to be charged, it is essential that the credit or debit card displays the following clearly and legibly: (i) the cardholder's full name (ii) the card number; and (iii) the expiry date. For certain vehicle groups, a credit card may be required. Payment by prepaid, reloadable, virtual cards or payment by card through any type of electronic device may not be accepted. The use of any other means of payment shall require the express prior authorisation of TopCar.
- 5.3.** The price of the Vehicle rental, the deposit and all other agreed amounts will be charged to the Client's Payment Card.
- 5.4.** By virtue of the execution of this Contract, the Client expressly authorises TopCar to charge the Client's Payment Card for the credits that, for the price, deposit and any other costs or liabilities are owed by the Client to TopCar by reason of this Contract.
- 5.5.** By signing the Contract, the Client authorises TopCar to debit the Payment Card provided for any amounts or liabilities that may be outstanding at the end of the Contract for the payment of the rental, damages caused to the Vehicle not covered by the underwritten coverage, or for any other concept that is attributable to the Client.
- 5.6.** All prices detailed in the rates include the Canary Islands General Indirect Tax (IGIC) in force. TopCar is exempt from the payment of any other tax or duty that any state, regional or local authority may establish in the course of this Contract.
- 5.7.** TopCar offers extra services/items at the cost established in the Applicable Rates. The Client shall bear the costs in the event of breakage, fire or theft of the components or extras rented from TopCar and which are not included in the basic equipment of the Vehicle.

## 6. Security Deposit.

- 6.1. Upon execution of this Contract and as security for the performance of all obligations undertaken by the Client under this Contract, the Client shall pay to TopCar the deposit required by TopCar at the time of execution of the Contract. The payment of the deposit is an essential condition for the execution of this Contract.
- 6.2. The amount of the Security Deposit shall be the amount in force at any given time and shall depend on the category of the Vehicle rented and the protection coverage contracted, in accordance with the Applicable Rates in force at that time..
- 6.3. The Security Deposit shall be paid exclusively by debiting the Client 's Payment Card, which charge is expressly authorised by the Client under this Contract. Payment Cards that present administrative or processing difficulties for refunding the deposit, may also be declined.
- 6.4. Upon return of the Vehicle by the Client and TopCar having carried out the necessary checks to its satisfaction, the amount of the security deposit shall be refunded to the Client provided that the Vehicle is returned on time in the same condition as when it was handed over, with the same level of fuel and provided that the Client has fulfilled all its obligations under this Contract.
- 6.5. Specifically, in the event that the Client returns the Vehicle with any type of damage or impairment, the Client expressly accepts, assumes and authorises TopCar to charge the cost of repairing the Vehicle against the Security Deposit or any other amounts to which TopCar is entitled in accordance with the provisions of this Contract. In the event that the cost of repairing the vehicle exceeds the amount of the Security Deposit, the Client accepts, assumes and expressly authorises TopCar to charge the corresponding amount to the Client's Payment Card in order to cover all the expenses and costs of repairing the Vehicle.
- 6.6. The refund of the Security Deposit may take between fourteen (14) and thirty-one (31) days depending on the bank used and due to the operability of the Client's bank.
- 6.7. In the event that the Client requires a replacement vehicle due to loss or breakdown of the vehicle initially rented, TopCar may require the Client to provide a second Security Deposit to cover the risks arising from the use of the replacement vehicle.

## 7. Return of the Vehicle.

- 7.1. The Client, upon termination of the Contract, shall return the Vehicle in the same working and clean condition in which it was received, together with all its documents, tyres, tools and accessories, at the place, date and time stipulated in the Specific Conditions.
- 7.2. The Client undertakes to return the Vehicle to TopCar on the date and at the time and in the place agreed in the Rental Contract. The return of the Vehicle at a different location from the one initially agreed may entail additional charges in accordance with the Applicable Rates. The service is only considered completed when the Vehicle and its keys have been received by TopCar or deposited in a place provided for this purpose by TopCar.
- 7.3. The extension of the Contract must be requested by the Client at least twenty-four (24) hours in advance of the time stipulated in the Specific Conditions of the Contract. If the Client wishes to extend the rental period, he/she must notify TopCar in person or by telephone before the expiry of the agreed rental period, and TopCar reserves the right to accept or not such extension of the rental period.

The rate that will be applied to the extension of the duration of the Contract will correspond to the daily price in force on the TopCar website at the time of the request, and the rate applied in the initial contract will not be extended.

The signing and payment of the additional days contracted must be paid at that time, in person at one of our offices or through PayGold, a tool for completing online payments through a link sent by SMS and/or email.

Under no circumstances may the amount deposited as a guarantee be used to extend the duration of the Contract.

- 7.4. The duration of the Contract and, if applicable, any possible extensions, may never exceed eighty-nine (89) calendar days..
- 7.5. In the event of early return of the Vehicle or early termination of the Contract, no refund shall be applied for the days during which the Customer has not used the Vehicle.
- 7.6. Retention of the Vehicle without TopCar's consent, beyond the agreed date, may be considered by TopCar as theft of the Vehicle and reported as such to the competent authorities. Without prejudice to the foregoing, the delay in returning the Vehicle to TopCar shall give rise to the Client's obligation to pay TopCar a daily amount equal to three times the daily price in force on TopCar's website per day of delay as a penalty clause, without thereby waiving any judicial or extrajudicial actions to which TopCar may be entitled, or compensation for damages that TopCar may be entitled to as a result of the delay.

## 8. Rental charges.

- 8.1. The Client undertakes to pay to TopCar:
  - The charges for the rental of the Vehicle, pick-up and drop-off, coverages, petrol and taxes, as determined in the Specific Conditions and in the Applicable Rates.
  - All taxes, of whatever nature, levied on the rental of the Vehicle and corresponding to the Client or, if applicable, the amounts demanded by TopCar as reimbursement of such taxes.
  - Charges resulting from the loss, theft, or breakage of the Vehicle's keys, Vehicle's documentation, tools, or accessories; as well as damage to structural elements (roof, chassis, and underbody of the Vehicle); to internal components and systems, including but not limited to the transmission system, clutch, gearbox, engine, steering system, among others; and issues arising from an error in the type of fuel refueled, which will be charged according to their market cost.
  - The provision of approved restraint devices, as provided for in clause 4.7. of this Contract.

- Repair costs for damage caused to the Vehicle in the event of collision, accident, improper use of the Vehicle, theft, or fire, provided these are not covered by the protection coverage contracted by the Client.
- Tolls, fines, penalties and legal costs caused by traffic offences or infringement of laws, regulations or ordinances by the Client.
- In the event that the Vehicle is not returned with the same level of fuel as when it was delivered, the Client shall pay for the fuel consumed during the entire period of use of the Vehicle by the Client.
- The payment of the protection coverage referred to in the following clauses of this Contract.
- Cleaning and/or disinfection costs of the Vehicle, when the levels of cleanliness and hygiene of the Vehicle at the time of its return are unreasonable and imply the performance of extraordinary cleaning tasks by TopCar staff.
- All costs and expenses arising from the breach of any of these conditions, whether they arise from the repair of damage and/or breakdowns caused; reduction or loss of value of the Vehicle, replacement of the Vehicle itself; replacement of keys, parts, components, tools and/or accessories; transport, towing or immobilisation of the Vehicle and/or cost of repatriation of the Vehicle up to the limit of the total market value of the Vehicle, shall be paid by the Client to TopCar at its request and shall not be exempted.

## **9. Compulsory and optional protections.**

**9.1.** The rented Vehicle includes the Basic Protection, the characteristics of which are described below:

**9.2.** The Basic Protection includes:

- Compulsory third-party liability insurance (TPL), in accordance with the limits and exclusions set out in the relevant insurance policy contracted by TopCar for the rented vehicle;
- Partial collision damage waiver (CDW), which reduces the renter's liability to the deposited amount for damage to the bodywork of the vehicle;
- Theft protection (TP), which reduces the renter's liability to the deposited amount in the event of the vehicle being stolen through forced entry.

**9.3.** Super Cover (SCDW)

Super Cover (SCDW) is an extended and optional cover that provides protection for: a) Wheels, rims, and punctures; b) Mirrors, rear-view mirrors, glass, and windcreens; c) Lights (headlights, tail lights, and indicators); d) Roadside assistance and towing; e) Aesthetic damage to the bodywork.

**9.4.** Are expressly excluded from the aforementioned protection coverages:

- Damage to people and things that the Client or authorised drivers have caused through malice or gross negligence.
- Damage and/or breakage to internal components and systems, including but not limited to the transmission system, clutch, gearbox, engine, and steering system.
- Damage to structural elements, including the roof, chassis, and underbody of the vehicle.
- Damage that may occur to the interior of the Vehicle.
- Loss, theft or damage caused to goods transported in the Vehicle.
- Claims where the driver of the Vehicle was not an authorised driver or was not in possession of a valid driving licence.
- Damage caused by negligence, breach of the conditions of this Contract or improper use of the Vehicle
- Any damage caused as a result of non-compliance with the terms outlined in section 4, 'Use of the Vehicle,' of this Contract.
- Loss, breakage, misplacement or theft of the vehicle keys.
- Damage and/or breakage caused by refuelling the Vehicle with a fuel other than the one specified for the Vehicle.
- None of the types of protection policies shall cover damage to the Vehicle as a result of: war, natural catastrophes and natural phenomena (hail, blizzards or others), terrorism, riots or mutiny; actions of the State security forces, negligence on the part of the Client, abandonment, accident or stoppage of the Vehicle due to crimes or offences committed with the Vehicle. These damages and the related services shall be paid for by the Client. In no case does the protection cover personal belongings left, kept or transported in the Vehicle.

**9.5.** The price of the Super Cover (SCDW) shall be the price stated in the Applicable Rates at the time of contracting.

## **10. Accident and theft.**

**10.1.** In the event of accident, theft, fire, damage caused by animals or by the natural environment, and in general, in any case of damage, the Client must immediately inform the competent authorities of what has happened and do whatever is necessary to protect the interests of TopCar. The notification to the authorities shall be mandatory even in the event of an accident caused by the Client's own fault and/or without the intervention of third parties.

- 10.2.** In any event, the Client undertakes to fully cooperate with TopCar and the relevant insurance company in the investigation and defence of any claims and/or proceedings.
- 10.3.** In the event of an accident, the Client undertakes to obtain the full details of the other party and/or the party at fault, as well as any witnesses, by completing an accident report, which shall be sent to TopCar within forty-eight (48) hours from the day on which the accident occurred. In the event that the other party refuses to sign the accident report, the Client shall request the presence and cooperation of the police and shall also provide TopCar with a copy of the corresponding police report within forty-eight (48) hours.
- 10.4.** To these effects, the Client's waiver of any compensation to which he may be entitled as a consequence of the damages suffered as a result of the accident and/or theft shall be null and void.
- 10.5.** Damage to or theft of the Vehicle does not automatically oblige TopCar to provide the Customer with a replacement Vehicle.

## **11. Maintenance and repairs.**

- 11.1.** The Client shall be responsible for all expenses arising from the repair of mechanical breakdowns resulting from improper and/or negligent use or driving of the Vehicle.
- 11.2.** The Client is not authorised to carry out, by himself/herself or through a third party, any type of repair or maintenance action on the Vehicle. In the event of a mechanical incident or maintenance work on the Vehicle, understood as such, for illustrative and non-limiting purposes, a repair on a part of the Vehicle or the replacement of engine, coolant or windscreen washer fluid levels, the Client undertakes to notify TopCar immediately within the business hours of the relevant office.

## **12. Joint liability.**

- 12.1.** The Client and/or additional drivers shall be jointly liable for all obligations assumed by the Client under the Contract and all legislation applicable to the Contract.

## **13. Termination of the Contract.**

- 13.1.** Without prejudice to the legal grounds for termination, TopCar shall be entitled to terminate the Contract with immediate effect in the following cases:
- Breach of the obligations assumed by the Client under this Contract.
  - The return of payments, cheques or charges on the Payment Card.
  - Use of the Vehicle in a manner that is inappropriate or contrary to the provisions of these general terms and conditions.
  - Infringement of the legal provisions applicable at all times to the driving and circulation of vehicles.

- 13.2.** In the event of early termination of the Contract, the Client shall be obliged to return the Vehicle immediately, under the terms and conditions set out in clause 7 of this Contract.

## **14. Amendments to the rental contract.**

- 14.1.** This Contract may only be amended by written agreement between both parties.

## **15. Private data protection**

- 15.1.** In compliance with the General Data Protection Regulation and Organic Law on the Protection of Personal Data and Guarantee of Digital Rights, we inform you that your data is part of the data processed and owned by TopCar. The purpose is to manage the reservation and maintain the contractual relationship with the Client.

Your data will only be shared to comply with the company's legal obligations, particularly with Law Enforcement Agencies, as required by the Traveller Registration Regulations. Personal data will be retained for the periods necessary to fulfil the company's legal obligations. The legal basis for processing personal data is compliance with the legal and contractual obligations arising from the service provided.

If you wish to exercise your rights of access, rectification, portability, deletion, erasure, restriction of processing, or objection, you may do so by sending a request to the email address [rgpd@topcar.es](mailto:rgpd@topcar.es). You may also exercise your rights through the Spanish Data Protection Agency at [www.aepd.es](http://www.aepd.es). For more details about how your information is processed, please visit our website at [www.topcar.es](http://www.topcar.es).

- 15.2.** If personal data belonging to third parties is provided by the Client, the Client declares that they have obtained the consent of the affected parties for this purpose, having previously informed them of the content of this privacy policy.

## **16. Legislation and Jurisdiction.**

- 16.1.** This Contract shall be governed by Spanish law.
- 16.2.** Any divergence that may arise between the parties shall be subject, in application of the rules for determining legal competence, to the Courts and Tribunals that may be applicable.

**Important note: In the event of any discrepancies or disputes arising from the interpretation of these terms and conditions, only the Spanish version shall be legally binding and prevail.**