

PREAMBLE

ILLYRICUM S.L. ("**Rental Cars Marbella**") is a private limited company incorporated in Spain under company number CIF: B-93504710 with registered office at C/Marques de Muñiz 9, Bloque 4, 29679, Benahavis- Malaga.

In accordance with these General Rental Terms and Conditions ("**Terms and Conditions**"), Illyricum S.L here in after (Rental Cars Marbella) with registered office at C/Marques de Muñiz 9, Bloque 4, 29679, Benahavis- Malaga, will assume the following obligations: rent to you a Vehicle (car or van) (to the person designated in the Rental Agreement, as defined below, and who signs it) for the period (not to exceed 90 days) specified in the Rental Agreement (the " Rental Period") plus the accessories that you wish to rent, which will also be indicated in the Rental Agreement.: provide you with certain mobility services in all our rentals and offer you other services available at an additional cost. The contractual relationship between you and Iliricum SL (Rental Cars Marbella) is governed by the following documents:

- ***The Rental Agreement and its specific conditions**, (the document that you have signed at the time of collecting the Vehicle -check-out- or on the first day of the rental);
- ***The reservation confirmation email** (through which you have been notified of your previous reservation, if you have made it);
- ***The General Insurance** and Protection Conditions of Iliricum SL (Rental Cars Marbella)
- ***The Recommended Fee Guide** regarding additional costs and charges;
- ***These Terms and Conditions** apply to all the aforementioned documents.
- ***In case of contradiction between** the documents listed above, the terms of the Rental Agreement will prevail over the rest.

1. TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?

The Terms and Conditions will be applicable: (i) to the person who signs the Rental Agreement, (ii) to whomever provides the corresponding bank card as a guarantee of payment for the rental of the Vehicle, whether or not they are the holder of the Rental Agreement and (iii) any authorized driver. The holder of the bank card provided as a guarantee or payment of the rent, will assume all the costs associated with the Rental Agreement (regardless of whether he is not listed as the holder of the rental or as an authorized driver). In the event that the reservation had been made, prepaid and/or paid for by a third party, other than the lessee (understood as the person signing the Rental Agreement), and said third party subsequently rejected the charge made by Iliricum SL (Rental Cars Marbella).- Iliricum SL (Rental Cars Marbella) may directly require the lessee (and jointly and severally with the authorized drivers that appear in the Rental Agreement), the payment of said amount. All persons identified in the rental contract will be jointly and severally liable for the payment of any amount owed derived from the contract.

2. WHO CAN RENT AND WHO CAN DRIVE?

Who can rent? *Any natural person: who is legally capable of entering into a contract with Iliricum SL (Rental Cars Marbella) and who is prepared to accept responsibility for the Vehicle during the Rental Period; and that you have the means of payment accepted by the corresponding local Iliricum SL company (Rental Cars Marbella) (see the following table) to pay for the rental of the Vehicle and the associated costs;

Payment Method Accepted

Cash (up to amount allowed by law) Yes*

Credit card*. For models LVAD, LEGD, FFAD, FFAR, LDGD, UXAN, UXAR, SXAM, WFGV, LDED, LDEH, FFED, PTFR, PFBR belonging to the category of Selection-Luxury vehicles, two credit cards will be required.

Debit Card, both VISA and MASTERCARD Yes

And whoever provides valid and current identification documents as indicated in the following table.

Required documents in SPAIN

Passport or Identity Document issued by countries

belonging to the European Union DNI / ID document

Passport (for nationals of countries not integrated into the

European Union) DNI (ID) / PASSPORT

Valid driving license in Spain, in any case* YES

*Please note that in the event that you are required to present an International Driving Permit you must also present your national driving permit along with it in order for it to be valid.

Also, in the case in which you are a US or Canadian citizen, please note that you will need a valid international driver's license issued according to the models of Annexes 10 of the International Geneva Convention, Annex E of the International Paris Convention , or annex 7 of the Vienna International Convention, to be able to rent with us.

The validity of the different permits listed above is conditional on being within the validity period.

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Who can drive? (driver") Authorized driver of the leased Vehicle will be any natural person who meets the following requirements:

***is expressly mentioned** and fully identified in the Rental Agreement (can also be the lessee)

***provide a valid driving license** as established in the applicable legislation and a valid identification document (Identity Card or Passport);

***possesses a valid driving license** in accordance with the provisions of the applicable legislation with a minimum age of one year and is over 21 or 25 years old depending on the category of the Vehicle in the terms indicated below: Mini: more 21 years), Economy: (over 25 years), Compact: (over 25 years), Intermediate: (over 25 years)

Who can't drive? Those people who are not expressly mentioned / identified in the Rental Agreement are NOT authorized to drive the Vehicle, as well as those who do not provide valid identification documents as indicated in this section.

If you allow an unauthorized person to drive the Vehicle, this will be considered a breach of the Terms and Conditions and you will be responsible for the consequences that may arise from this fact, including the possibility of responding to Iliricum SL (Rental Cars Marbella) for the damages caused by you and/or by said unauthorized person. In this case (when an UNauthorized person drives) **The Contract Holder is responsible** for the damages and expressly authorizes us to charge these damages or damages to his credit or debit card or to his bank account. In such circumstances, it is possible that neither you nor the unauthorized driver are covered by protection or insurance products offered through Iliricum SL (Rental Cars Marbella).

In this case, the unauthorized driver will not be covered by any insurance or protection products offered by Iliricum SL (Rental Cars Marbella) with the exception of the Compulsory Automobile Civil Liability Insurance that will be applicable in any case.

3. WHERE CAN I DRIVE THE VEHICLE?

You may drive the Vehicle in the countries or territories listed below (the Peninsula)

The use of the Vehicle-Tourism is only allowed in Spain (Peninsula), and in Gibraltar Outside of Spain the use of the Vehicles is only allowed with the corresponding authorization, according to its equivalence in the Current General Rate. The use of all-terrain vehicles is only allowed in Spain and Portugal. The use of industrial vehicles and cargo vans is only allowed in the Spanish mainland. In the event that you and/or the Driver want to drive with said penalties, industrial vehicles and cargo vans in Spain and the Canary Islands, you must have the express written authorization of Iliricum SL (Rental Cars Marbella). You and/or the Driver agree not to use industrial vehicles and cargo vans outside of Spanish territory. In case of non-compliance, Iliricum SL (Rental Cars Marbella) may charge you additional charges according to the amounts established in the Recommended Rates Guide.

Please note that you must comply with the traffic regulations of the country in which you drive the Leased Vehicle.

4. WHAT TYPE OF VEHICLE CAN YOU RENT AND FOR WHAT PURPOSE?

You can rent a car, a van or a motorcycle and you must drive the Vehicle in accordance with its ordinary use as follows: cars and motorcycles are intended for the transport of a variable number of people (depending on the authorized capacity of the Vehicle) with non-professional or commercial purposes, and the vans can be used to transport people depending on the authorized capacity of the vehicle, as well as goods up to the weight limit that appears in the Circulation Permit and/or Vehicle Technical Sheet.

You are informed that Iliricum SL (Rental Cars Marbella) does not cover the objects transported in the vehicle and does not assume any responsibility regarding those properties or objects that you may leave forgotten in the Vehicle. Likewise, Iliricum SL (Rental Cars Marbella) is not responsible for any loss of opportunity or consequential damage that may intervene in the framework of the execution of this rental.

5. WHAT ARE MY OBLIGATIONS REGARDING THE VEHICLE?

When renting a Vehicle from Iliricum SL (Rental Cars Marbella), You and/or any authorized Driver must comply with the **following obligations**:

You must return the Vehicle and its keys, accessories and documentation to us at the Iliricum SL (Rental Cars Marbella) station or at the place mentioned in the Rental Agreement, on the expiration date and time specified in said Agreement (there is a period of courtesy of 61 minutes). In the event that you do not return the Vehicle in the terms indicated above, Iliricum SL (Rental Cars Marbella) may take all the necessary measures described in these Terms and Conditions and in particular in section 12 (What procedure will be applied when return the Vehicle?)

Neither You nor any Authorized Driver may drive the Vehicle outside the National Territory. If You and/or the Driver drive the Vehicle outside the Territory, You and/or the Driver must obtain prior written consent from Iliricum SL (Rental Cars Marbella). In addition, when collecting the Vehicle, you must ensure that it has the correct equipment to comply with the local traffic regulations of the country in which you and/or the Driver are going to drive.

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You and/or the Driver must drive the Vehicle sensibly and in accordance with all applicable traffic laws and regulations, ensuring that You and/or the Driver are familiar with all applicable local driving regulations.

In case of using the vehicle to transport people of height equal to or less than 135 centimeters, you must notify Iliricum SL (Rental Cars Marbella) so that the latter can deliver, without anchoring to the vehicle, the corresponding mandatory retention device approved according to the weight and size of the child or person who must use it, along with the detailed instructions by the manufacturer for the correct placement of the seat and the child or person who must use it. Iliricum SL (Rental Cars Marbella) will in no case be obliged to install and/or place the aforementioned mandatory retention device in the vehicle, limiting itself to complying with the aforementioned obligation to deliver it with prior communication from you. In any case, Iliricum SL (Rental Cars Marbella) will be released from all possible liability arising from personal or material damages that occur as a result of your breach of the aforementioned communication obligation, as well as from the non-use of the communication device. mandatory retention or its incorrect installation or use and any possible manufacturing defect of the aforementioned mandatory retention device. You must ensure that all baggage or goods transported in the Vehicle are secure so that they cannot cause damage to the Vehicle or cause risks to passengers. You and/or the Driver must guard the Vehicle with the greatest care, with the diligence of a good father of a family and in any case make sure that it is closed and protected by anti-theft devices when parking it or leaving it unattended. Both You and any authorized Driver agree to never drive the Vehicle or allow it to be used under the influence of alcohol, hallucinogenic drugs, narcotics, barbiturates, other illegal substances or any other substance (whether legal or illegal). that may interfere with your own driving ability or that of the Driver. You and/or the Driver must refuel the vehicle with the appropriate type of fuel. If inadequate fuel is refueled and unless it is shown that the error is attributable to a third party, you will be responsible for the expenses caused by the transfer of the Vehicle and/or by the repair of the Damages caused to it, calculated in accordance with the rules described in the later section called Vehicle Damage.

Neither You nor the Driver may use the vehicle or allow the vehicle to be used for:

***re-rent, mortgage, pawn, sell or otherwise offer as collateral** both the Vehicle or any part thereof, as well as the Rental Agreement, keys, documentation, equipment, tools and/or any of its accessories,

*** Carry passengers for profit unless** expressly authorized by Iliricum SL (Rental Cars Marbella).

*** carry a number of people greater** than that established in the Circulation Permit and/or the Technical Inspection Sheet of the Vehicle.

*** Carrying flammable and/or dangerous, toxic, harmful and/or radioactive goods, or that violate current legal provisions,** (provided that said exclusion does not prevent you from satisfying your day-to-day needs that do not violate applicable regulations and whose transport corresponds to a normal and ordinary use of the Vehicle)

*** The transport of goods with a weight, quantity and/or volume greater** than that authorized in the Vehicle Circulation Permit and/or in the Technical Inspection Sheet,

*** races, off-road driving,** reliability tests or resistance of materials, speed tests or participation in rallies, competitions or tests, regardless of the place, official or not,

*** transport live animals** (with the exception of pets and/or domestic animals, subject to the express authorization of Iliricum SL (Rental Cars Marbella)),

*** Give driving lessons.**

*** push or tow another** vehicle or trailer (except when the Vehicle you rent is already equipped with a trailer hook, with a maximum load of 1,000 kg),

*** driving on gravel tracks** or roads not suitable for motor vehicles or whose surface or condition implies risks for the tires or the underbody of the Vehicle, or for the Vehicle itself, such as beaches, inadequate roads, forest tracks, mountains, etc. , that are not authorized, and unpaved roads, unless expressly authorized in writing by Iliricum SL (Rental Cars Marbella).

*** commit crimes intentionally.**

*** its transport on board** any type of boat, train, truck or plane unless Iliricum SL (Rental Cars Marbella) has given express written authorization for it,

*** Within ports, airports, and/or aerodromes and/or analogous or similar facilities** of a nature not accessible to public traffic, or in a refinery and in facilities or premises of an oil company, without the express written authorization of Iliricum SL (Rental Cars Marbella). If Iliricum SL (Rental Cars Marbella) gives you your consent in accordance with the above, Iliricum SL (Rental Cars Marbella) will inform you of the third party liability insurance coverage that may be applicable in this case and that will vary depending on the circumstances. .

During the rental You and/or the Driver must take all necessary protection measures to keep the Vehicle in the same condition as it was at the time of collection. In particular, You and/or the Driver carry out mandatory inspections of the condition of the Vehicle such as oil and water level, tire pressure.

You may be held liable to Iliricum SL (Rental Cars Marbella) for any harmful consequence resulting from the breach of the aforementioned obligations. Please note that failure to comply with these obligations may limit your right to compensation for damages that you may claim. In this case, Iliricum SL (Rental Cars Marbella) reserves the right to demand the immediate return of the Vehicle.

GENERAL RENTAL CONDITIONS

You and/or the Driver undertake not to remove, alter, manipulate, modify or in any other way hide or cover, totally or partially, the stickers present on the rented vehicle, otherwise Iliricum SL (Rental Cars Marbella) right to claim all damages and losses caused to Iliricum SL (Rental Cars Marbella) as a consequence of said breach, as well as all fines, tolls, penalties or sanctions that fall on the leased Vehicle or on Iliricum SL (Rental Cars Marbella), as a result of such removal, alteration, tampering, modification, concealment or concealment of the stickers.

Smoking is not allowed inside any of our vehicles and/or vans. Failure to comply with this prohibition will entail a charge of €150, the amount of which is also specified in our Price and Rate Guide.

6. WHAT ARE THE MOBILITY SERVICES INCLUDED IF I ONLY RENT A VEHICLE?

The basic rental rate includes the following mobility services: Mobility services included in SPAIN

Roadside assistance [/] Depending on the rate

Right to return the Vehicle in the same town [/] Depending on the rate

Vehicle cleaning [/] Depending on the rate

Compulsory Automobile Third Party Liability Insurance [-] Included

Limited mileage [/] Depending on the rate

Unlimited mileage [/] Depending on the rate

[- /] Included – [/] Depending on the applicable rate / product

7. WHAT OTHER MOBILITY SERVICES ARE NOT INCLUDED IN MY RENT?

Depending on your rental country, Iliricum SL (Rental Cars Marbella) offers several additional services, such as: List of products / services SPAIN

*Child seat [/] Depending on the rate

*Additional Driver [/] Depending on the rate

*One Way [/] Depending on the rate

*Extension of the rental period [/] Depending on the rate

*Collection and return outside office hours [/] Depending on the rate

*Pick up at the airport and/or train stations [/] Depending on the rate

*Refueling Service [/] Depending on the rate

* Collision Damage Protection (CDP), Super Damage Protection (SCDP), Full Damage Protection (SPCDP) [/] Depending on the rate

*Theft Protection (THP), Super Theft Protection

(STHP), Full Theft Protection (FTHP) [/] Depending on the rate

*Glass, and Tires Protection (GTP) [/] Depending on the rate

* Protection Assistance Plus (ROAD ASSIST) [/] Depending on the rate

*Good in Transit Protection (GIT) [/] Depending on the tariff

*Fine Appeal Waiver (FAW) [/] Depending on the rate

*Personal Accident Protection (PAI), Super Personal Accident

*Protection (SPAI) [/] Depending on the rate

7.1 SERVICES AND *PROTECTIONS AGAINST COLLISION DAMAGE AND THEFT; LEGAL DEFENSE PROTECTION AGAINST ADMINISTRATIVE TRAFFIC INFRINGEMENTS

(Consult the General Insurance and Protection Conditions of Iliricum SL (Rental Cars Marbella), attached to your reservation confirmation email, or available at the offices of Iliricum SL (Rental Cars Marbella) and in the Terms and Conditions section of our website www.rcmarbella.com, the conditions, exclusions and other specifications of the following protections offered through Iliricum SL (Rental Cars Marbella))

*** CDP (Collision Damage Protection):** The CDP is an optional service provided directly by Iliricum SL (Rental Cars Marbella) that exempts the lessee (except for the amount of the excess), by contracting it, from financial responsibility only for the damages caused to the Vehicle due to a collision with other vehicles or fixed or mobile objects, excluding those caused by acts of vandalism unless the latter occur while the Vehicle is being used.

*** SCDP (Super Damage Protection) and SPCDP (Full Damage Protection):** Partial or total exemption from the payment of the excess paid by the lessee not covered by the CDP. The SCDP and the SPCDP are optional services provided directly by Iliricum SL (Rental Cars Marbella) and are specifically offered by it, only for certain groups of clients and/or vehicles, which through contracting partially (SCDP) or totally (SPCDP) exempt to the lessee of the payment of the minimum amount at his expense (deductible) not covered by the CDP.

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If the CDP is not contracted by you and/or if any of the CDP coverage exclusions included in the Rent a Car Marbella General Conditions of Insurance and Protections is applicable, the SCDP and the SPCDP will not be applicable. The amount of the franchise is established in the Current General Rate, or in the contracted rate, and may appear in the Rental Agreement regardless of whether the SCDP or the SPCDP has been contracted.

*** THP (Theft Protection):** exemption (except for the excess amount) from liability in the event of total or partial theft of the vehicle, and damage caused to it by acts of vandalism during parking when it is not being used by you. The THP is an optional service provided directly by Iliricum SL (Rental Cars Marbella) that exempts the lessee (except for the amount of the corresponding excess), by contracting it, from financial responsibility solely for the total or partial theft of the Vehicle and damages caused to it for these reasons and/or by acts of vandalism during its parking when it is not used by you.

In no case will total or partial theft and damage caused to windows, optics, rear-view mirrors, rims and tires of the leased vehicle be covered by the THP when they occur in circumstances other than those described in the previous paragraph.

*** STHP (Super Theft Protection) and FTHP (Full Theft Protection)**

Partial or total exemption from the payment of the excess paid by the lessee not covered by the THP. The STHP and FTHP are optional services provided directly by Iliricum SL (Rental Cars Marbella) and are specifically offered by it, only for certain groups of clients and/or vehicles, which by contracting partially (STHP) or totally (FTHP) exempt to the lessee of the payment of the minimum amount at his expense (deductible) not covered by the THP.

If the THP is not contracted and/or if any of the THP coverage exclusions included in the aforementioned General Insurance and Protection Conditions of Iliricum SL (Rental Cars Marbella) are applicable, the STHP and FTHP will not be applicable.

The amount of the deductible is established in the Current General Rate or in the contracted rate, and may appear in the rental contract regardless of whether the STHP or FTHP has been contracted.

*** GTP (Glass and Tire Protection):**

The GTP is an optional service provided directly by Iliricum SL (Rental Cars Marbella) and is specifically offered by it, only for certain groups of clients and/or vehicles that, through contracting, offer the following protections:

Exemption from payment of damages and/or losses caused solely and exclusively to windows, optics and rear-view mirrors of the leased Vehicle as a result of chinazos or damage caused by stones.

Exemption from payment of damages and/or losses caused to the rims and tires of the leased vehicle, including the spare, when they have occurred as a result of punctures or bumps against curbs during parking manoeuvres.

In the event that the GTP is contracted as an individual product or as part of the Premium Protection package mentioned in the following Combination of Protections section, no excess will apply for damages caused by the aforementioned elements and circumstances.

In the event that the GTP is contracted as part of the Medium Protection package mentioned in the following section, Combination of Protections, the damages described in this section will be subject to the application of the partial excess established in the Current General Rate or in the contracted rate.

In any case, the amount of the aforementioned franchise may appear in the rental contract regardless of the modality (individual product or forming part of one of the aforementioned packages) under which the GTP has been contracted.

*** ROAD ASSIST (Assistance Plus):** This product allows you to improve the coverage of the roadside assistance service included in the price of your rental, protecting you against payment of the charge established in the Recommended Rates Guide, in circumstances not covered by the aforementioned assistance service. In addition, the contracting of this product authorizes you to be able to transport the vehicle for use between the peninsular territory of Spain and-even if this circumstance had not been recorded at the time of the reservation. This product does not cover, however, the additional charge in the event that you return the vehicle to Iliricum SL (Rental Cars Marbella) at a different office than the one for collection.

*** PAI:** the PAI offers you personal protection in case of accidents through the insurance policy that guarantees compensation for both the driver and the Passengers of the Vehicle, through hiring them, in case of death and/or permanent disability, and offers reimbursement Limited liability for medical expenses incurred in the event of a collision or traffic accident while using the leased vehicle.

*** SPAI:** the SPAI offers you alternative and superior protection to that offered through the PAI, through the insurance policy that guarantees both the driver and the occupants of the vehicle, through contracting, compensation incase of death and/or permanent disability, and offers limited reimbursement of medical expenses incurred in the event of a collision or traffic accident while using the leased vehicle.

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* **GIT** (Protection of Goods for Vehicles -Cargo- Vans): The GIT offers you protection through an insurance policy *. applicable exclusively to rentals of Industrial Vehicles and Cargo Vans that guarantees, through contracting, limited compensation for damages or losses suffered by the goods transported by you in the Vehicle, as a result of a collision, traffic accident or theft.

* **FAW (Fine Appeal Waiver)**: The FAW is an optional service that consists of Legal Defense against Administrative Traffic Violations. The coverage of the PAI, SPAI, GIT, and the Mandatory Civil Liability Insurance for damages caused to third parties, are guaranteed by the insurer with which the Lessor or the owner of the Vehicle has arranged the insurance policy applicable in each case. ; and are subject to the general and particular clauses of said policy (a copy of which can be consulted in all Iliricum SL (Rental Cars Marbella) offices) and the Law.

: If you hire this product, you can benefit from an optional service provided directly by Iliricum SL (Rental Cars Marbella) that allows you, at certain car rental offices¹, to collect the keys and the Individual Rental Framework Agreement at one of our counters * thus reducing both personal contact and waiting times at counters. This product includes Premium Protection (described in articles 7 and 8), unlimited mileage and the rental period must be from 1 day to 30 days maximum. In order to benefit from this service, you must (i) have made the reservation of the product * through our website or through our telephone number and (ii) you must have made both the reservation and the Check in online in advance 24 hours from the date of collection of the vehicle. If you did not check in online 24 hours before the vehicle pick-up time, Iliricum SL (Rental Cars Marbella) will not be able to provide this optional service since your contract cannot be prepared sufficiently in advance, although You will retain the contracted conditions in relation to Premium Protection and unlimited mileage for the period of duration indicated, that is, from 1 to 28 days of maximum duration.

8.COMBINATION OF PROTECTIONS

Some of the protections mentioned in the previous section may be offered by Iliricum SL (Rental Cars Marbella) in combination and specifically for certain groups of clients and/or vehicles under any of the following modalities:

Medium Protection: under this modality the following protections will be included: **SCDP, STHP, GTP and PAI**.

Premium Protection: under this modality the following protections will be included: **SPCDP, FTHP, GTP, and SPAI**.

Selection Protection: this modality will include the following protections for Selection category vehicles: **SPCDP, FTHP, GTP and SPAI**.

Protection Plus: under this modality the following protections will be included: **SPCDP and GTP**.

Total Premium Protection: under this modality the following protections will be included: **SPCDP, FTHP, GTP, SPAI, FAW and ROAD ASSIST**

In any case, the contracting of any of the aforementioned combinations will require the prior joint contracting of the **CDP and THP**.

9. WHAT IS INCLUDED IN THE PRICE I PAY?

The information you provide to Iliricum SL (Rental Cars Marbella) at the time of booking (such as the length of the rental or your age, or the age of an additional Driver) will affect the rental price. Any change in said information could therefore imply a change in said price. The price of your rental will be the one in force at the time you make your reservation or at the time you make changes to it.

The price you pay includes the following items:

The daily rental rate of the Vehicle for the agreed number of calendar days (it will include the aforementioned standard mobility services):

- *Any other mobility service that you decide to contract assuming the corresponding amount.
- *VAT (Value Added Tax)
- *The environmental contribution.

Other additional amounts derived from your personal circumstances (for example, age if you are a young driver).

By contracting with Iliricum SL (Rental Cars Marbella), you expressly allow Iliricum SL (Rental Cars Marbella) to charge any unpaid amount derived from your rental contract against the means of payment provided by you. In this sense, your express consent will be given at the Iliricum SL (Rental Cars Marbella) office when you give our agent your means of payment or with the signing of the rental contract, prior to the collection of the Vehicle.

10. WHAT OTHER CHARGES / COSTS MAY BE APPLICABLE TO THE RENTAL AGREEMENT?

Deposit. In addition to the rental price that you have paid in advance during the reservation process, or that you pay when picking up the vehicle, Iliricum SL (Rental Cars Marbella) will ask you to provide a guarantee for additional charges that may occur during the use of the Vehicle during the Rental Period. This guarantee consists of a deposit that is in the form of bank pre-authorization. If you have reserved your Vehicle remotely, by electronic or telematic means (via online, mobile application or by telephone) the amount of the deposit will appear in the confirmation email that you will have received after your reservation. In any case, we will remind you of the amount of the deposit at the office from Iliricum SL (Rental Cars Marbella).

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If you need additional information regarding the deposit, consult the section of these Terms and Conditions (article 20. Should I pay a deposit before picking up the vehicle?) or contact Iliricum SL (Rental Cars Marbella) by calling the following number Tel: (+34) 619 773 258 Iliricum SL (Rental Cars Marbella) may also charge you for various services that Iliricum SL (Rental Cars Marbella) must provide directly or through third parties, in relation to incidents that may have occurred during the Rental Period and/or in connection with the use of the Vehicle. The prices (VAT included) of these charges and costs are specified in the Recommended Rates Guide document that will be sent to you attached to your reservation confirmation email (if said reservation was made online) and that will be available at any office of Iliricum SL (Rental Cars Marbella) and in any case in the Terms and Conditions section of our website www.rcmarbella.com *These charges or costs include, without limitation:

- * Administrative charges for the processing of fines or tolls. Keep in mind that these administrative costs are paid in addition to the fine or fee to which they are associated, and you are fully responsible for the payment of said fines or tolls.
- * Special cleaning charge for a Vehicle returned in an unacceptable state of cleanliness (beyond that derived from ordinary use). This charge will vary depending on the level of cleaning required by the returned vehicle and the amount of which is reflected in the Rate Guide.
- * Charges for loss or theft of the keys and/or any other missing element of the Vehicle.
- * "Damage" or loss caused to the vehicle during the rental not covered by the protections that could have been contracted.
- * Administrative charge for the management of the aforementioned Damages.
- * The fuel used during the Rental Period.
- * Kilometers that exceed the mileage included in the rental rate (if applicable).
- * Charges associated with those rentals made in offices located in airports or train stations.
- * Charges and additional costs derived from other events that may take place during your rental.

11. WHAT SHOULD I PAY ATTENTION WHEN PICKING UP THE VEHICLE?

When picking up the Vehicle from Iliricum SL (Rental Cars Marbella) we will ask you to sign, among other things, a section of the Rental Agreement that will describe the condition of the Vehicle at that specific moment.

In the event that you detect any damage or visible defect in the Vehicle, which was not described in the Rental Agreement, you must ensure that said damage or defect is added and that you and the agent of Iliricum SL (Rental Cars Marbella) sign said modification of the Contract before picking up the Vehicle from the Iliricum SL (Rental Cars Marbella) office. If you do not request said modification in the indicated terms, Iliricum SL (Rental Cars Marbella) will be entitled to assume that you have accepted the Vehicle in the state described in the Rental Agreement, and to charge you for all damages detected in the Vehicle, by you and by the agent of Iliricum SL (Rental Cars Marbella), at the time of its return.

12. WHAT PROCEDURES WILL APPLY WHEN I RETURN THE VEHICLE?

a) Return of the Vehicle during the opening hours of the Iliricum SL (Rental Cars Marbella) office

You must return the Vehicle to the Iliricum SL (Rental Cars Marbella) office indicated in the Rental Agreement, and on the date and time set in said Agreement. If you wish, you can return the Vehicle to another Iliricum SL (Rental Cars Marbella) office other than the one where the Vehicle is collected, if you subscribe to the service that entitles you to do so and pay the corresponding amount mentioned in the Rates document. Recommended attached to your confirmation email in the event that you have made the reservation remotely. This document can also be consulted at the offices and/or on the website of Iliricum SL (Rental Cars Marbella).

The Rental Period will end when you return the Vehicle to the Iliricum SL (Rental Cars Marbella) office and hand over the keys and documentation of the Vehicle to an agent of Iliricum SL (Rental Cars Marbella) or its representative. We will not make any refund if you return the Vehicle before the date and time agreed in the Rental Agreement. When returning the Vehicle to Iliricum SL (Rental Cars Marbella) you must proceed to inspect it together with the agent of Iliricum SL (Rental Cars Marbella) or its representative and sign a report on the condition of the Vehicle at the time of return. Iliricum S.L (Rental Cars Marbella) will provide you with a signed document in which Iliricum SL (Rental Cars Marbella) will confirm the return of the Vehicle. Iliricum SL (Rental Cars Marbella) is not responsible for the properties and/or objects that may have been left inside the Vehicle.

b) "Out of Hours" return service

Iliricum S.L (Rental Cars Marbella) recommends returning the Vehicle during the opening hours of its offices. However, to meet the specific needs of some of our clients, Iliricum SL (Rental Cars Marbella) offers, at certain stations, an additional "out of hours" service.

If you choose to use this service "out of hours", you accept that the Vehicle status report may be prepared by the agent of Iliricum SL (Rental Cars Marbella) or its representative without your presence and after the keys have been returned.

In the offices that offer these "out of hours" return services, the procedure described above (see clause 12)-a) has been adapted to allow these stations to offer this service in the best possible conditions.

In particular, you must declare any incident and/or Damage that affects the conditions of the Vehicle in the document that was handed to you for this purpose when you picked up the Vehicle. You must return this document together with the

corresponding accident report, if applicable, duly completed and the keys in the "mailbox to deposit the keys" provided for this purpose. Keep in mind that the Rental Agreement does not end automatically when you return the keys: the Vehicle will remain in the parking space where you have parked it until the opening of the Iliricum SL station (Rental Cars Marbella) which will proceed to inspect the Vehicle and close your Rental Agreement. Therefore, Iliricum SL (Rental Cars Marbella) reminds you that you must park the Vehicle in the area provided for this purpose in your case and always complying with the applicable regulations, in such a way that the Vehicle does not pose a danger to others or hinder the traffic. You must also leave the vehicle documentation in the glove compartment.

Since the Vehicle will be inspected later - during the opening hours of the station - Iliricum SL (Rental Cars Marbella) recommends that you take photographs of the Vehicle in order to have evidence of the state of return of the vehicle once it has been parked. and before returning the keys.

When the inspection has been carried out and in the absence of damage, Iliricum SL (Rental Cars Marbella) will send you a signed document stating that the vehicle has been returned without damage.

Iliricum S.L (Rental Cars Marbella) is not responsible for the properties and/or objects that may have been left behind in the Vehicle.

c) Return of the Vehicle without your presence and during the opening hours of the Iliricum SL (Rental Cars Marbella) office

In the event that you could not and/or decline to inspect the Vehicle together with the agent of Iliricum SL (Rental Cars Marbella) or its representative, Iliricum SL (Rental Cars Marbella) is authorized to inspect the Vehicle itself, without your presence, and to record their refusal to inspect the vehicle.

d) Delayed return of the Vehicle

In the event that the Vehicle was not returned on the date indicated in the Rental Agreement and after a period of 24 hours has elapsed without hearing from you, Iliricum SL (Rental Cars Marbella) may consider that the Vehicle has been appropriated. improperly, reporting it to the competent local authorities.

In this case, Iliricum SL (Rental Cars Marbella) will have the right to claim all damages caused to Iliricum SL (Rental Cars Marbella), including, where appropriate, the value of the Vehicle, as well as all fines, tolls, penalties or sanctions that fall on the leased Vehicle as a result of the requirements made by the public administrations with the purpose of identifying the offender of those or to clarify other circumstances in relation to possible infractions or crimes.

Iliricum S.L (Rental Cars Marbella) will also have the right to initiate legal proceedings in order to claim the immediate return of the Vehicle. In such a case, the protections and other additional contractual services will have no effect.

13. DAMAGE TO THE VEHICLE

In the event that differences are identified between the state of the vehicle described at the time of initial delivery and that described at the time of its return, you may be required to pay the amounts defined below.

a) Damages identified after the return of the Vehicle and in its presence-If any damage is identified during the return of the vehicle when carrying out the inspection, in its presence and in the presence of the agent of Iliricum SL (Rental Cars Marbella) or its representative, and In the event that the client acknowledges the damage by signing the declaration of the return of the vehicle, and by submitting an accident report, Iliricum SL (Rental Cars Marbella) will provide an evaluation of the repair costs that will be can impute to the client. The repair costs will vary depending on the type of damage: Minor damage will be considered as those detailed in the list of average repair and spare parts prices, calculated by an independent expert cabinet, available at any Iliricum SL (Rental Cars Marbella) office. Minor Damages found in the Vehicle at the time of return will be charged in accordance with said list, available at any Iliricum SL (Rental Cars Marbella) office and on our website, together with an administrative charge for managing the damage. (damage administration fee) and the cost of immobilizing the Vehicle (40 euros per day).

Damages not included or valued in the previous average price list, will be billed according to the budget issued by a workshop or valuation carried out by an independent external expert, hired for this purpose by Iliricum SL (Rental Cars Marbella). If you dispute the Damages and your billing by refusing to sign the Vehicle return declaration, Iliricum SL (Rental Cars Marbella) will apply the procedure described below (see article 13)-b).

b) Damages identified in the case of return after hours or without your presence. If Damages are identified, in your absence, during the inspection of the Vehicle by an Agent of Iliricum SL (Rental Cars Marbella) or its representative, Iliricum SL (Rental Cars Marbella) will send you the following documents:

* Accident Report (if any) and Declaration of return of the vehicle describing all the Damages identified

* Image of Damage

* Estimate of the repair costs (including the corresponding immobilization of the Vehicle) that will vary depending on the nature of the Damage (see article 13)-a) above) and the administrative costs for managing the Damage.

You may dispute the identified Damages and your billing within 14 days of sending (by email or regular postal mail) the documents. In the absence of a response on your part or justification of your opposition within the aforementioned period of 14 days, Iliricum SL (Rental Cars Marbella) reserves the right to invoice you for the identified repair costs.

c) Common rules: Keep in mind that depending on the Damage suffered by the Vehicle and the type of protection that you have subscribed with Iliricum SL (Rental Cars Marbella) (see the General Conditions of Protection and Insurance of Iliricum SL (Rental Cars Marbella)) attached to your booking confirmation email or available at all Iliricum SL (Rental Cars Marbella) Offices and/or on the Iliricum SL (Rental Cars Marbella) web pages) you may or may not be invoiced for the full amount of the damages produced to the Vehicle. In any case, you may reject the Damages and their billing by acting in accordance with the provisions of article 24.

14. WHAT IS EXPECTED OF ME REGARDING THE MAINTENANCE OF THE VEHICLE?

During your rental, and according to the mileage you make, you will be responsible for ordinary maintenance resulting from the normal use of the Vehicle, and therefore you must carry out the usual inspections to check the water and oil level and tire pressure. . You must take all necessary protective measures to keep the Vehicle in good operating condition. You must also remain alert for the warning light signals on the Vehicle's instrument panel and take all measures to protect the Vehicle's engine and of this as a whole that are necessary.

Unless prior, express and written authorization from Iliricum SL (Rental Cars Marbella) any modification or mechanical intervention on the Vehicle, its keys, equipment, tools and accessories is prohibited. In case of non-compliance with the foregoing, you must bear the expenses, duly justified, of reconditioning the Vehicle to the state it was in at the time of collection and pay an amount as compensation for immobilization of the Vehicle that will be calculated according to the criteria established in the aforementioned list of average repair and spare parts prices.

You will be liable to Iliricum SL (Rental Cars Marbella) for any harmful consequence resulting from a breach of the aforementioned maintenance obligations.

15. WHAT SHOULD I DO IN THE EVENT OF AN ACCIDENT, MECHANICAL BREAKDOWN OR THEFT OF THE VEHICLE?

In the event of a mechanical breakdown or accident that prevents you from continuing your trip and/or forces you to stop the Vehicle so as not to cause a breakdown, a roadside assistance service is available to you, included in the rental price. The terms of this assistance are set out in Appendix 1 of these Terms and Conditions. If you wish to use this service, you must call the free telephone number *(+34) 619 773 258*.

In the event of an accident, you must inform us within a period of 24 hours from the moment the corresponding Collision or traffic accident took place and, in any case, before the end of your rental period. You must also provide us with a fully completed accident report and any other document that you deem may be useful to complement your statement.

In case of theft of the Vehicle, you must report the facts to the nearest rental office, delivering the original of the report within 24 hours of its formalization, except in situations of force majeure, and in any case before at the end of the agreed rental period, together with the original keys of the Vehicle.

16. WHEN WILL I RECEIVE MY BILL AND PAY THE RENT?

You will receive a final invoice once all the concepts of your rental have been closed. You will pay or be charged the full amount in one or more payments, depending on the situation. If you book a Vehicle online:

* You can decide to pay your rental in advance (online, through our agent or at the Iliricum SL (Rental Cars Marbella) station), which will include the daily rental fee for the Vehicle and the accessories contracted during the Rental Period, and additional mobility services. In this case, you will be charged the corresponding amount, and you will receive an invoice or proof of said advance payment. Additionally, the prepayment will be mentioned in the final invoice and will be deducted from the total amount to be paid.

* If you decide not to pay in advance, the amount of the deposit plus the Vehicle rental rate as well as all accessories, additional services, additional drivers or protections that you decide to hire before taking the Vehicle will appear in the Rental Agreement and will be agreed with you before you sign the document. The final and global amount of your rental will be collected and invoiced when returning the Vehicle at the end of the Rental Agreement. Any additional charges will be collected from you when you return the Vehicle (as long as it can be calculated at that time). In the event that you have incurred additional costs such as fines or tolls or caused damage to the Vehicle, identified without your presence, Iliricum SL (Rental Cars Marbella) will make the corresponding payment at a later date, together with all associated administrative charges, at the time that Iliricum SL (Rental Cars Marbella) becomes aware of them and once the Rental Period has ended.

In this case, you will have a period of fourteen (14) days from the date of sending (by email or regular mail) of the billing notification to answer and justify that you are not responsible for said amounts.

In the event that no objection or justification is communicated within the indicated period, the aforementioned amounts will be invoiced. The final invoice with all charges will be sent to you via e-mail. If you wish, you can choose to receive your bill on paper.

*Provided that you are not considered a Consumer and User in accordance with the provisions of the applicable regulations (Royal Legislative Decree 1/2007 of November 16, which approves the consolidated text of the General Law for the Defense of Consumers and Users and other complementary laws) the non-payment of any of the invoices issued by Iliricum SL (Rental

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Cars Marbella) and expired according to the agreed term, will accrue late-payment interest in accordance with the provisions of Law 3/2004, which establishes measures to fight late payment in commercial operations.

*You expressly accept that your failure to comply with any condition of this contract or payment obligation derived from the Rental Contract will entitle Iliricum SL (Rental Cars Marbella) to fully terminate said contract as well as to demand the immediate return of the Vehicle . In this case, Iliricum SL (Rental Cars Marbella) may make the obligation expired and require the immediate payment of the entire debt that is pending regardless of the payment terms that had been previously agreed.

17. WHAT IF I WANT TO CANCEL OR MODIFY MY RESERVATION?

a) Modification: You can modify your reservation, free of charge, as long as you notify Iliricum SL (Rental Cars Marbella) at least 48 hours before the date and time the rental starts. Keep in mind that the modification of your reservation may imply changes in the price of your rental, and that you must use the same communication channel that you used at the time, when reserving the Vehicle. Alternatively, you can call our reservation telephone number: (+34) 619 773 258

b) Cancellation and No Show

* Cancellation- You can modify your reservation, free of charge, as long as you have communicated it to Iliricum SL (Rental Cars Marbella) at least 48 hours before the date and time the rental starts.

* Late Cancellation- If you cancel your reservation by notifying Iliricum SL (Rental Cars Marbella) of this fact less than 48 hours in advance, a charge of up to €50 will be applied. In case the reservation has been pre-paid, the amount to be returned will be reduced by the amount of the indicated charge for late cancellation. In the event that the reservation has not been pre-paid, a charge of up to €50 will be made to your bank card. late cancellation fee.

* No show- if you have not canceled your reservation and do not pick up the Vehicle at the rental office at the scheduled time, a charge of up to €95 will be applied as a No show fee in the case of Passenger Cars and up to €150 in the case of Vans, regardless of whether your reservation has been prepaid or not. If the price of your rental is less than the amount of the aforementioned No show fee, said charge will be equal to the price of your rental. In the case of a pre-paid reservation, the pre-paid amount will be returned, discounting the amount of the No show fee. In the case of a reservation that is not pre-paid and in the absence of any information regarding the means of payment, you will be responsible for the payment corresponding to the charge for No show fee.

For the purposes of this section, the cancellation of the reservation or the case of not showing up to pick up the Vehicle due to Force Majeure means that you have not been able to or have been delayed due to war, any other type of civil disturbance, accident, strikes, government restrictions, state of siege as well as any other cause or circumstance beyond its control (direct or indirect).

18. WHAT IF I WANT TO EXTEND MY RENTAL AGREEMENT?

In case you want to extend the Rental Period that appears in your Rental Agreement, you must follow the following steps:

Call the rental office phone number printed on your rental agreement.

Go to an office of Iliricum SL (Rental Cars Marbella).

Carry out a vehicle check together with an agent of Iliricum SL (Rental Cars Marbella)

Pay rent and additional charges

Sign a new Rental Agreement or an annex to the initial agreement.

In the event that you do not proceed in the terms indicated and do not return the vehicle on the agreed date and time, the provisions of **section 12** above will apply (What Procedures will be applied when you return the Vehicle?).

19. WHAT IS THE FUEL POLICY?

You should be aware that the rules applicable to refueling depend on the country of rental and the type of rental service you have chosen. Please carefully check the rules applicable to each rental you make. Please consult with the staff of Iliricum SL (Rental Cars Marbella) for details of all the options available when you pick up the vehicle.

All vehicles are provided with a full tank of fuel. 2 options may be available:

1*) FULL REFUNDABLE TANK OPTION

You, when collecting the vehicle, will pay the price of a full tank of fuel. Said price will depend on the category of the vehicle. If you return the vehicle with a full tank (proof of refueling may be required), Iliricum SL (Rental Cars Marbella) will refund the price of the fuel tank paid at the collection.

2*) FULL TO FULL

We will provide you with a Vehicle with a full tank of fuel.

If you will return the Vehicle with a full tank

(1). You will not pay anything to Iliricum SL (Rental Cars Marbella) for refueling or fuel.

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(2). When returning the vehicle, to consider the tank full, different rules will be applied depending on the number of kilometers traveled during the rental.

If you drive less than 100 km: A valid ticket from the gas station will be required as proof of refuelling.

If you drive more than 100 km: The visual indicator of the tank level will be used as proof of a full tank. The tank is considered full if the indicator marks the maximum level (4/4).

To consider a ticket valid, the refueling date, the location of the gas station and the amount of fuel deposited will be taken into account. You must fill the tank at a gas station located less than 25 kilometers from the Iliricum SL (Rental Cars Marbella) office where you return your vehicle. Please ask the staff at the Iliricum SL (Rental Cars Marbella) office for additional information on the validity of the ticket.

(3) If the tank is not full, you will be charged for fuel following two calculation methods depending on the kilometers traveled during the rental period. Please note that the price per liter and the type of fuel will be communicated to you by the staff at the Iliricum SL (Rental Cars Marbella) office where you return the vehicle.

If you drive less than 100 km: You will be charged a charge based on the average consumption of the vehicle for the distance traveled during the rental period. The average consumption is expressed for 100 km and depends on the type of vehicle. Please consult with the staff at the Iliricum SL (Rental Cars Marbella) office for additional information on the average consumption of the model of vehicle you rent.

If you drive more than 100 km: You will be charged a charge based on the visual indicator of the deposit level. The calculation is based on the last eighth indicated by the level if it is divided into eight levels or according to the scale indicated in the level of the deposit. If the needle is between 2 levels, the last eighth will be calculated based on the closest level. If the needle is precisely in the middle of 2 levels, the last eighth will be calculated based on the highest level (in Your favor). For example, you will never be charged a fee if the vehicle is returned with a needle at 3.5 or higher. Here is an example of calculating the full tank:

- If the needle is between 3 and 4 when you return the vehicle, you will be charged if it is closer to 4. Ex: If the vehicle is returned at 3.3, you will be charged for one eighth.

- If the needle is below 4/4 (Full-Full), it will load up to the last eighth. Example: If the vehicle is returned in 3.8, two eighths will be charged

Regardless of the refueling calculation method: If more than seven liters are missing when the vehicle is returned, an additional refueling service charge will be charged (please see the Recommended Rates Guide). If less than seven liters is missing, you will not be charged any additional refueling charge.

SHOULD I PAY A DEPOSIT BEFORE PICKING UP THE VEHICLE?

When you pick up the Vehicle, if the payment method chosen by you for the rental payment was the bank card, Iliricum SL (Rental Cars Marbella) will request, before the start of the rental, an authorization from the entity that issued the bank card for the amount that corresponds, as a deposit. This amount will be deducted from the authorized spending limit on your payment card. The deposit will cover additional costs that may arise from the rental, missing fuel upon return of the vehicle, additional days, additional mileage, certain charges)

If You have paid the Rental in advance, the amount of the deposit is 500 Euros (or the equivalent in local currency). If you have not yet paid the Rental when you make the reservation, the cost of the rental will also be blocked on your bank card. In this case, the amount blocked on your bank card will be the cost of the Rental plus 500 Euros (or the equivalent in local currency).

In any case, the final amount is indicated in the confirmation email that is sent to you when you make the reservation and in the Rental Agreement. Please note that for prepaid reservations, if you subsequently make additional purchases at the counter, the amount of these additional sales will be added to the amount of the deposit. The deposit will be returned to you at the end of your Rental Agreement if there are no other costs pending payment. (according to the terms established below: see if the table must be included)

Situation Deadline for unlocking the deposit

Payment upon return with the same payment card used for the deposit 4 business days

Payment upon return with another means of payment (cash, another payment card, etc.) than the payment card used for the deposit 4 business days

Prepayment with extras (fuel, add driver, etc.) to be paid upon return with the card used for the deposit 4 working days

Prepayment with extras (fuel, add driver, etc.) to be paid upon return with another means of payment (cash, another payment card, etc.) than the card used for the deposit 4 working days

Payment in advance without any extra, so there is no payment on the card used for the deposit 4 working days

You've started your rental, made a deposit, and finally changed your mind and canceled your rental. up to 30 days.

21. CAN I PAY MY RENT WITH A FOREIGN CREDIT CARD?

If you are the holder of a Visa or MasterCard credit card (with a base currency other than the Euro) you can benefit from the currency conversion option to the currency of the card with which you pay your rental. The Iliricum SL (Rental Cars

Marbella) agent that offers you this possibility will enter your response into the system and the Rental Agreement will specify the option chosen. In such case, Illyricum SL (Rental Cars Marbella) will take care of the conversion to the currency of your credit card by applying the current exchange rate determined by Reuters with an exchange commission of 3.25%. If you change your mind, you can notify us when you return the Vehicle, and we will provide you with your final invoice in Euros. If for any technical reason Illyricum SL (Rental Cars Marbella) could not provide this service or if you are the holder of a VISA or MasterCard credit that you have chosen to pay in Euros, the conversion to the base currency of your card will be carried out according to the conditions of your bank.

22. HOW DOES Illyricum SL (Rental Cars Marbella) PROTECT MY PERSONAL DATA?

Who is responsible for the processing of your data?

-*Name: Illyricum SL (Rental Cars Marbella)*.Address: C/ Marques de Muñoz 9, Block 4, 29679 Benahavis-Málaga (or contact by e-mail: illicumsl@gmail.com, rentalcarssk@gmail.com).

-*For what purpose do we process your personal data?

From Illyricum SL (Rental Cars Marbella) we can process your personal data for the following purposes:

Provision of vehicle leasing service and contract execution. Within this purpose are included actions such as: - Your registration as a client of Illyricum S.L, creation of your account and assignment of your ID of Illyricum S.L. This treatment is necessary to identify you and prepare and facilitate your future rental contracts / reservations with Illyricum S.L.

- Your reservation and your vehicle rental contract, that is, to confirm and guarantee your reservation; to modify or cancel your reservation; exchange communications with you in relation to your reservation/rental (for example, to provide you with information about your reservation/rental, to send you a reminder before your check-in/check-out, to respond to your questions or suggestions); as well as to proceed with the return of items or objects that may be left forgotten in the vehicle and/or rental offices, billing and, where appropriate, management of non-payments; Customer Support; Management of traffic violations; Roadside care services and accident insurance.

The improvement of the products / services of Illyricum S.L based on the customer surveys that have been completed. This treatment is intended to better understand the needs of Illyricum S.L members to improve their experience of Illyricum S.L products / services, it is based on the "legitimate interest" of Illyricum S.L.

Compliance with legal obligations: Illyricum SL (Rental Cars Marbella) may process your personal data to comply with the legal obligations to which it is subject, such as the identification of the driver in the event that he has committed traffic offences, the provision of roadside care services and accident insurance or the transfer of your data to the competent authorities.

Advertising purposes: If you have consented, Illyricum SL (Rental Cars Marbella)*., may send you information or commercial offers, promotions, contests and promotional surveys, both its own and from companies of the Illyricum SL Group (Rental Cars Marbella) located in the EEA and in third States (Australia and New Zealand).

Management of insurance and assistance in the event of an accident: Illyricum SL (Rental Cars Marbella) may process possible data related to your health, in those cases in which it is strictly necessary as a result of your involvement in a traffic accident, being able to proceed to the Assignment of the same to roadside care and accident insurance services. The foregoing is also a consequence of the legal obligation on the part of Illyricum SL (Rental Cars Marbella) to make compulsory civil liability insurance available to you, regardless of whether you can contract additional coverage that is offered to you.

Personal data of additional drivers, declaring that only and exclusively the personal data of the same that have been provided by you will be processed, for the purposes that will be explained below, and in the cases in which it is strictly necessary for the management of the contract. and, where appropriate, identification before competent authorities or insurance.

Claims and security. Illyricum SL (Rental Cars Marbella) may keep your personal data in those cases in which you have breached the contractual obligations, in particular, with regard to the state of the return of the vehicles or that the same has not been returned. . In this case, your data will be kept for the purpose of carrying out the pertinent inquiries and, where appropriate, adopting appropriate legal measures. In this sense, your data may be processed to block your ID driver in the event that it presents certain contractual risks based on:

or **payment incidents** that have given rise to legal proceedings;

or **vehicle accidents** or repeated damages caused by clients of Illyricum S.L

or **accidents or damages** caused voluntarily by clients of Illyricum S.L;

or use of Illyricum S.L vehicles in breach of the general vehicle rental conditions.

o This treatment, intended to reduce Illyricum S.L's exposure to risks in compliance with rental contracts, is based on the "legitimate interest" of Illyricum S.L. If your data has been blocked by EC, your reservation / rental request will be rejected. Depending on the case, you will have the right to challenge this decision by contacting www.rcmarbella.com

Connected vehicles / geolocation: Some of the vehicles in our fleet are equipped with geolocation devices for security reasons. Illyricum S.L may eventually access the geolocation data solely for the purpose of controlling the condition of the vehicle and preventing fraud and theft. Our intention is not to locate the driver or you, but to protect our vehicles.

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If you have consented, said geo-location data may be used by Iliricum SL (Rental Cars Marbella) to make aggregate and statistical reports, to improve the quality of the provision of its services and vehicles, as well as carry out promotions and personalized offers. although they will not allow their identification.

How long do we keep your data?

Your personal data is kept for different periods, depending on the purposes of the treatment: Purpose Retention period

Your registration as a member of Illyricum S.L, the creation of your account and the assignment of your Illyricum S.L (iD) Your reservation and your vehicle rental contract During the commercial relationship. However, information that may evidence a right or a rental agreement, or that must be kept in compliance with a legal requirement, may be subject to an intermediate archiving policy for a period not exceeding the time necessary for the purposes for which That keep, in accordance with the applicable legal provisions.

Payment – Payment card information

After the effective completion of the payment.

However, the payment card information (excluding the visual cryptogram):

that can prove a payment (i.e. card number and validity date) is subject to an intermediate file policy for a period of 13 months from actual payment for a credit card and 15 months for a debit card. deferred debit, to be used only if the transaction is disputed; may be retained for a longer period of time, subject to your express consent to facilitate future payments.

In any case, when the payment card expires, the related information will be deleted.

Promotional and marketing activities: -*3 years from the end of the relationship with Iliricum SL (Rental Cars Marbella).

Payment of fines: -*During the time necessary to identify the driver (or possible driver) responsible for the offense that gives rise to the fine. However, relevant information may be retained for a longer period of time, after the fine is received, subject to an intermediate archiving policy.

Blocking of the ID Driver of clients that present certain contractual risks, namely: (i) payment incidents that have given rise to legal proceedings; (ii) vehicle accidents or repeated damages caused by clients of Illyricum S.L; (iii) accidents or damage caused voluntarily 3 years from the occurrence of the relevant event

The use of Illyricum S.L vehicles in breach of the general conditions of vehicle rental 5 years from the occurrence of this event

Geolocation data \\ ***Not saved.**

What is the legitimacy for the processing of your data?

The legal basis for the processing of your data are the following:

Contractual relationship with regard to vehicle rental, with regard to the control, maintenance and execution of the contractual relationship maintained with you, based on article 6.1 b) of the GDPR, as well as, where appropriate, provision of services roadside assistance and accident insurance, non-payment management, customer service, complaints and claims management, etc. The international assignment or transfer of your personal data to other entities of the Group outside the EU, to the extent necessary for the provision of services. Depending on the case, certain recipients may be located in countries that have been recognized by the European Commission as having an adequate level of data protection, or in countries without such recognition. In any case, Illyricum S.L has established the appropriate guarantees to protect your personal data, in compliance with Regulation (EU) 2016/679.

You can consult information about the countries to which your personal data can be transferred, their level of data protection and the possible guarantees established by Iliricum SL or on its website www.rcmarbella.com/private

Unequivocal consent: It may send you communications about products or promotions of the Group or third parties when you have provided your consent. In the same way, with regard to the realization of loyalty campaigns, the preparation of statistics and surveys. Likewise, with regard to the eventual participation on your part in raffles, contests and/or surveys for promotional purposes promoted by Iliricum SL (Rental Cars Marbella)*, in order to control their development, their maintenance and execution. For the treatment of geo-location data for the realization of statistics and segmentation of clients with dissociated or aggregated data.

Legal obligation for the person in charge:

– Obligation to have compulsory civil liability insurance: Royal Decree 1507/2008, of September 12, which approves the Regulation of compulsory civil liability insurance in the circulation of motor vehicles. By virtue of this regulation, rental vehicles are required to have it.

– Obligation to transfer personal data to the State Security Forces and Corps in the framework of an investigation: Organic Law for the protection of citizen security.

– Management of traffic fines and driver identification: Royal Legislative Decree, which approves the consolidated text of the Law on Traffic, Circulation of Motor Vehicles and Road Safety.

Legitimate interest: transfer of data to Iliricum SL (Rental Cars Marbella) SPAIN and Company Consultancies for economic, administrative and centralized control management, as well as, where appropriate, geolocation data of Iliricum SL vehicles (Rental Cars Marbella) for the control of the fleet.

To which recipients will your data be communicated?

GENERAL RENTAL CONDITIONS

Your data may be communicated to the following entities: authorized personnel of Illyricum S.L for the purposes described in this document; third party IT service providers for technical purposes, to help Illyricum S.L to provide you with its products/services. The main IT service providers are the following: -for the development and maintenance of commercial applications;

-for data center maintenance and user support services; -for the implementation and maintenance of hardware;

-for marketing automation services; - for web hosting, in particular for hosting services and commercial applications

Insurance companies contracted by Illyricum SL (Rental Cars Marbella) for the purpose of providing accident insurance and roadside assistance services.

Public business entity Administrator of Railway Infrastructures (ADIF), Aena SME, S.A., (AENA), all in compliance with the obligations assumed in the contract and for the provision of the service.

Public Administrations for compliance with obligations: competent traffic authorities; state security forces and bodies; Tax agency.

Illyricum S.L. leasing company of the vehicles that make up part of the Illyricum S.L fleet, as well as, where appropriate, other financial entities that own the vehicles and/or any company of the Illyricum SL Group (Rental Cars Marbella), with the sole purpose of completing the requirements of the competent authorities in the event of potential traffic sanctions that result in offenses committed during the rental period of the vehicle, both in Spain and in other EEA countries.

Entities that own financial solvency files, in the event that, for any reason, they had a certain, due and enforceable debt with Illyricum SL (Rental Cars Marbella), whose payment had been previously required without it having been satisfied within the term provided in the General Contract Conditions, said information may be transferred to an information file –database– on financial solvency and credit.

How have we obtained your data?

The data processed by Illyricum SL (Rental Cars Marbella) are those provided by you at the time of formalizing the vehicle rental contract (either in person or at our offices open to the public, or through our form contracting online and by telephone). Through collaborating entities of Illyricum SL (Rental Cars Marbella) such as hotels, travel agencies or per-rental agents.

Where appropriate, those that could be collected through GPS devices or telemetry with which the vehicle may be equipped.

What are your rights when you provide us with your data? Anyone has the right to obtain information about whether or not at Illyricum SL (Rental Cars Marbella) we are processing personal data that concerns them. Interested persons have the right to access their personal data, as well as to request the rectification of inaccurate data or, where appropriate, request its deletion when, among other reasons, the data is no longer necessary for the purposes for which that were collected. In certain circumstances, the interested parties may request the limitation of the processing of their data, in which case we will only keep them for the exercise or defense of claims. In certain circumstances and for reasons related to their particular situation, the interested parties may oppose the processing of their data. Illyricum SL (Rental Cars Marbella) will stop processing the data, except for compelling legitimate reasons, or the exercise or defense of possible claims.

Regarding the treatments based on obtaining your consent, you may revoke it at any time, by contacting the CUSTOMER SERVICE department or by sending a communication to the following email address support@rcmarbella.com -*If applicable, you may request the portability of your data. In order to protect your privacy and security, we will take reasonable steps to verify your identity before granting you access or making corrections. In accordance with article 77 of Regulation (EU) 2016/679, you can submit a claim regarding the processing of your personal data to the Spanish Agency for Data Protection, if you consider that said processing violates said Regulation.

23. ARE THE VEHICLES EQUIPPED WITH A GEOLOCATION DEVICE?

Illyricum S.L (Rental Cars Marbella) may use electronic devices installed in the Vehicle for the following purposes:

- Manage the rental of the vehicle (delivery, collection, vehicle maintenance, billing, etc.);
- Identify and prevent crimes against property and fraud;
- Ensure compliance with the obligations arising from the rental agreement (for example, if the vehicle is not returned at the end of the agreed rental period, or if the Vehicle is used outside the authorized geographical area);
- Detect, verify and investigate accidents and damage to the Vehicle;
- Improve fleet management (such as Vehicle status, mileage, fuel level, diagnostic and operational data, collision alert, etc.)

This information can be used both during and after the end of the Rental Period. For more information on the data processing of the connected vehicle of Illyricum SL (Rental Cars Marbella), consult our corresponding privacy policy.

In no case should you unilaterally disconnect the equipment installed in the Vehicle. In case of uninstallation and/or non-return of this equipment, Illyricum SL (Rental Cars Marbella) may charge you additional charges in accordance with the penalties established in the Recommended Rates Guide and in the "Vehicle Damage" article of these Terms and Conditions .

WHAT HAPPENS IN THE EVENT OF A DISPUTE RELATED TO MY RENT? applicable law

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In the event of a dispute between You and Iliricum SL (Rental Cars Marbella) regarding your rental, the applicable law will be the law of the country of collection of the Vehicle. For example, if you are a Spanish citizen and pick up the Vehicle in Spain, the applicable law will be Spanish. However, if you have rented the Vehicle while in Spain, your rental will be subject to Spanish law.

Customer Service: - *Regardless of where the rental took place, you can direct your inquiries to the Customer Services department in your country of residence. Their Customer Service team will contact the country where the rental took place on your behalf and try to resolve your query. You can contact Customer Service at the following address and telephone number: C/ Marques de Muñoz 9, Block 4 Tel: (+34) 619 773 258 notifications. All notifications regarding the Rental Agreement will be sent to the addresses indicated therein. Any notification made to the aforementioned addresses will have full contractual effects, unless the other party has been previously notified in writing of the establishment of a new address.

Conciliation before the ECRCS

You can choose to send your claim to the European Car Rental Conciliation Service (ECRCS) (<http://www.ecrcs.eu/>). We inform you that Iliricum SL (Rental Cars Marbella) has subscribed to the ECRCS program with the purpose of allowing its clients to resolve claims related to cross-border rentals held in Europe. You should take into account that this conciliation service can only be used in relation to cross-border rentals entered into within the European Union and provided that the country of rental and your country of residence are different and both belong to the European Union.

Jurisdiction regarding rentals made by professionals.

In the event that you have rented the Vehicle as a businessman or professional, the issues that arise as a result of this contract between you and Iliricum SL (Rental Cars Marbella) will be the exclusive jurisdiction of the courts and tribunals of Spain. The binding documents between you and Iliricum SL (Rental Cars Marbella) are, in order of priority, the following:

The Rental Agreement and its conditions on paper or on the official website: www.rcmarbella.com

The General Conditions of Insurance and Data Protection.

Rate guide

The confirmation email you will receive when reserving the Vehicle.

The present Terms and Conditions that will be applicable to the previous documents.

25. IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL SECTOR?

Leaseurope has published a code of conduct for the car rental industry. You can obtain a copy at the following address: www.leaseurope.org.

26. WHO OWNS THE VEHICLES?

The company Iliricum sl. is the owner of almost all the vehicles rented by Illyricum S.L (Rental Cars Marbella) to its clients in accordance with these general rental conditions and each of them has constituted a pledge on their respective vehicles for the benefit of the respective creditors under a financing agreement called "Spanish * Financing Agreement" and its successors and assigns (*.). For the purposes of said garments, Illyricum S.L (Rental Cars Marbella) has been designated as the third party holder in accordance with article 1.863 of the Civil Code. Consequently, even when *. either *. appear as owners of the vehicles in any documentation that has been provided, any return of a vehicle by a client of Illyricum S.L (Rental Cars Marbella) must be made in favor of Illyricum S.L (Rental Cars Marbella), in its capacity as third party holder or, where appropriate, before any other entity that could replace it in such condition. For more information, please contact the Customer Service Department Illyricum S.L (Rental Cars Marbella), at the telephone number (+34) 619 773 258 or at (+34) 951 571 383*

HOW DOES Illyricum SL (Rental Cars Marbella) MANAGE LOST ITEMS?

Iliricum S.L (Rental Cars Marbella) is not responsible for objects left in our offices and vehicles; however, it will make its best efforts to contact the client in case of finding personal belongings. Iliricum SL (Rental Cars Marbella) will delete all personal and financial information after one (1) month from the end of the rental, as follows, according to the nature of the lost objects:

Passports and Driver's Licenses will be delivered to the competent local Authority.

Bank cards will be destroyed. Cash will be deposited in the bank

*Electronic devices (personal computers, mobile phones, tablets, cameras, as well as any other device that may contain personal data will be sent by the staff of our offices to our systems department, guaranteeing the "cleaning" of said data and proceeding to its recycling.

*Clothes or personal belongings will be recycled in clothing containers designated for this purpose.

*Medications will be deposited at the nearest SIGRE point.

*Regarding the rest of the objects found in our vehicles (child restraint devices, supports and/or chargers for computers and mobile phones and/or USB devices, they will be discarded in the garbage containers designated for this purpose.

In the event that you want to claim the lost item, you must contact our Customer Service Department or the rental office where you arranged the rental of the vehicle, providing the corresponding personal identification (ID card, driver's license ,

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passport...)). If you are not the owner of the lost object, you must provide the corresponding authorization signed by the owner.

ROAD ASSISTANCE SERVICE CONDITIONS

In the event of a mechanical breakdown, accident or any other cause in the vehicle that prevents you from continuing with your trip, you have at your disposal a 24-hour roadside assistance service, included in your rental rate, whose general conditions are detailed below. . If you wish to make use of this service, you can contact the Iliricum SL (Rental Cars Marbella) roadside assistance telephone number 24 hours a day, 365 days a year: *(+34) 619 773 258* for calls from Spain and if you are calling from abroad at: (+34) 619 773 258.

What is included in the 24H Roadside Assistance service?

TO THE PEOPLE:

When the vehicle cannot be repaired "in-situ" or in the event of its theft, the Roadside Assistance Company will provide the occupants of the vehicle with one of the following services, in order of prevalence:

Taxi for all the occupants to the nearest Hotel, provided that the Assistance Company has previously been able to confirm that there is availability to offer the Client a replacement vehicle or, at the driver's choice, to their destination in Spain, with a limit of 150 kms. radio.

One night in a hotel, close to the place of the accident, for all the occupants of the vehicle, when their habitual address in Spain is more than 150 km away, and the service (taxi) of the previous point has not been used.

Transfer of the occupants by the means of transport considered most appropriate according to the criteria of the assistance company, to the residence in Spain of the driver of the Vehicle, or to the place of destination of their trip when the distance to it is less than the return to your home, and with the limit of 150 kms. radio when none of the services indicated in the two previous points have been used.

When the Client or the driver of the vehicle Iliricum SL (Rental Cars Marbella) contracts an illness during the rental period or is the victim of an accident during its use, preventing him from continuing his trip or using the vehicle:

Transfer of the injured or sick to the nearest hospital in Spain, depending on whether or not hospitalization is required, and always under the criteria and responsibility of the Assistance company's medical staff.

TO VEHICLE:

Provided that it is feasible and the incident that occurred with the vehicle does not entail the need to provide any of the services to the people detailed in the previous section, the Roadside Assistance Company will offer the Client or driver of the vehicle Iliricum SL (Rental Cars Marbella) the necessary technical support that is within your reach, to try to resolve the incident by telephone in the shortest possible time.

When the foregoing is not possible, and assistance means are required to be sent to the place of the mishap where the vehicle is located, the assistance company will offer the following benefits in relation to it:

Emergency repair "in-situ", carried out in the same place of the mishap when this is possible, leaving the vehicle in perfect working order and operability to continue its march.

Towing-Transfer of the vehicle to the workshops arranged by Iliricum SL (Rental Cars Marbella) or destination points established by it closest to the place of the accident, with a minimum coverage of 100 km radius, when the repair or incident is present in the vehicle could not be resolved "in-situ".

Rescue of the vehicle due to overturning or falling on an unevenness, circulating on ordinary public roads.

EXCLUSIONS TO 24H ROAD ASSISTANCE COVERAGE

Error, negligence, abandonment or misuse of the vehicle by the Lessee. Loss of keys, breakage or abandonment inside the closed vehicle. Lack of fuel or incorrect refueling. Rescue of vehicles in places or roads not suitable for driving or not paved. Defective placement of accessories in the vehicle by the Lessee.

When the incident that prevents the use of the vehicle has occurred in the Peninsula, the vehicle having been leased in Spain (except outside*) and vice versa -ROAD ASSIST, or when it takes place on a different island in Spain (except outside*) where the vehicle has been rented, or in an office other than the one where the vehicle has been rented, and this circumstance was not recorded at the time prior to the reservation and the ROAD ASSIST product (Road Assistance) had not been contracted).

In these cases, provided that you have requested it through the telephone numbers referred to in this Appendix 1, Iliricum SL (Rental Cars Marbella), will similarly provide the roadside assistance services that correspond in each case among those defined above. ("To people" and "To vehicles"), billing the customer the charge established for this purpose in the Recommended Rate Guide. *(However, the lessee can extend the coverage of our roadside assistance service and avoid paying the charge referred to in the previous section by contracting our Assistance Plus protection product (ROAD ASSIST - ROAD ASSISTANCE).*

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