

GENERAL TERMS AND CONDITIONS OF PEPECAR.COM

1. DESCRIPTION OF THE TYPE OF SERVICE AND RENTAL TERMS.

Through the website of PEPECAR.COM, whose details are shown at the end of these General Terms and Conditions, customers have access to information on products and services provided by different companies offering vehicle rentals without drivers or rent-a-car operators (hereinafter, "the Operators"), from where they may reserve and purchase some of their products.

Unless indicated to the contrary, any offer in relation to the products and services provided by the Operators offered by PEPECAR.COM will be undertaken as an intermediary in the sale. This means that PEPECAR.COM only puts the Operator in contact with the potential customers. As a result, PEPECAR.COM is an intermediary whose involvement is limited to arranging contracts between the customer on the one hand and the Operator on the other, without promising the rendering of any services and without providing them, and without being bound by the result.

The undertaking by the customer of reservations or purchases of products or services from the Operators the customer chooses shall be subject to the specific terms and conditions established in each particular case by the Operator. The customer agrees to accept and respect the terms and conditions of sale defined by any Operator the customer chooses to contract, including but not limited to the payment of any accrued amounts and complying with any rules and regulations regarding the availability of prices, products or services. In the event of any special rules or regulations existing that may affect the prices, products or services selected by the customer, these rules and regulations shall be shown to the customer before proceeding with the reservation.

The production and updating of information on offers, products or services, prices, characteristics and any other relevant details or information regarding the products and services offered through the website correspond to the respective Operators. PEPECAR.COM will take steps to ensure that this information is supervised, verified and updated.

The different Operators who are responsible for the information contained on our website reserve the right to modify the information in relation to their products and offers.

The offers, terms and conditions of PEPECAR.COM and of the Operators may be modified at any time without prior notice. These modifications will not affect the offers, terms and conditions accepted by the customer at the time of contracting the same. The customer must check the terms and conditions of PEPECAR.COM before contracting any service or product in order to verify any changes that have been made.

If the customer does not accept these terms and conditions, they must not use this website. Use of this website shall be deemed as acceptance of these General Terms and Conditions.

We recommend that customers print a copy of these General Terms and Conditions so that they can be consulted at any subsequent time.

The Operators, within the scope of their respective obligations, shall be liable for compliance with the obligations arising from currently applicable legislation and from the terms and conditions of sale for each of the products and services contracted.

Due to the fact that the customer signs the contract with the Operator, any query or complaint in regard to the service must be addressed to the Operator. Notwithstanding this, PEPECAR.COM provides its Customer Service department to help with any doubts or suggestions they may have.

In order to provide customers access to the comparison of the services requested, the customer expressly authorises PEPECAR.COM to undertake certain procedures with the Operator in order to make this comparison of services possible.

2. GENERAL RENTAL TERMS BETWEEN PEPECAR.COM AND THE CUSTOMER.

The customer declares that they meet the necessary requirements and have the necessary legal capacity to contract the services offered by the Operators on the website of PEPECAR.COM, in accordance with the conditions detailed below, which they declare that they understand and accept. PEPECAR.COM is not responsible for the accuracy and precision of the details provided by the user, and therefore cannot verify the necessary age and legal capacity to contract these services.

Furthermore, some Operators require that customers are of a minimum age and have held a driving licence for a minimum period of time in order to rent certain vehicles. The customer will be informed of these requirements prior to completing the purchase under the terms and conditions of the Operator for the service, and agrees to only contract the services offered for which they meet the necessary requirements in terms of their age and the period for which they have held a driving licence required by the Operator.

The customer agrees to use the services and contents contained on our website in accordance with the law, as well as in accordance with the General Terms and Conditions for the services offered by PEPECAR.COM at any given time, and shall desist from using them in order to:

- Transmit their name and password to unauthorised third parties, with the obligation to immediately inform PEPECAR.COM of any access by an unauthorised user to this information.
- Upload data programmes onto the network liable to cause damage to the computer systems of PEPECAR.COM, its Operators or third party users of its intranet or this website.
- Undertake any activities that may be illegal or contrary to good faith, customs, morals or public order.
- Undertake any activities that may be contrary to legislation regarding intellectual and industrial property, or any other applicable legislation
- Reproduce, duplicate, sell or exploit for commercial purposes any element contained on the website
- Disseminate contents of a racist, xenophobic or pornographic nature, which support terrorism and/or violate human rights.

3. RESERVATION PROCESS.

The customer may make a reservation for a vehicle rental through the sales channels indicated in these General Terms and conditions. Unless otherwise indicated, PEPECAR.COM shall consider that the customer has requested the most economic service for the indicated dates and times. Therefore, by default, customers will be offered the most economic rate and without the possibility to make modifications or cancellations.

During the reservation process on the website of PEPECAR.COM, additional products and services may be offered as a complement to the reservation. Customers may accept or reject the services and products offered without this affecting your initial selection in any way.

Any reservation process that is begun will be converted into a purchase at the end of the procedure described below, creating a location number (Voucher) which will be sent to the customer's e-mail.

If the customer purchases directly through the website of PEPECAR.COM, after selecting the location where the vehicle is to be collected and entering the required date, the customer will then select from amongst the available offers, adjusting their preferences, possibly in several steps, with information such as the type of vehicle in which they are interested. After entering these details and before concluding the purchase, the customer may access the Operator's Terms and Conditions for the service, and proceed to conclude the purchase. If the purchase is made, the customer will receive a confirmation e-mail (Voucher) with all of the necessary information to enjoy the service.

The customer will always be designated as the main driver on the contract, and therefore shall be obliged to pick up the vehicle in person.

In the event of making the reservation through the Customer Service department of PEPECAR.COM, the agents will guide and advise the customer with regard to the offers that are available that are best adapted to their needs. They will also inform them verbally of the characteristics of the service the customer is contracting, which will be specified in the confirmation e-mail for the purchase sent to the customer.

PEPECAR.COM cannot be held liable for any harm or damages arising from any technical incidents affecting the Internet connection, access to the same or the electronic device used to make the reservation and which may affect the same. "Technical incidents" shall be understood as including, but not limited to factors such as interferences, omissions, interruptions, viruses, faults and/or disconnections of the operational service of this electronic system, or in the electronic devices and equipment of the users.

In the event of any incidents in the rental process attributable to PEPECAR.COM, it will inform the customer as soon as it is aware of the incident, and will make every effort to provide the contracted service; otherwise, if it is not possible to provide the contracted services, it will proceed to reimburse the amounts the customer has paid to PEPECAR.COM.

In turn, the customer is responsible for checking their reservation once it has been completed in order to notify PEPECAR.COM of any incidents that may have occurred during the rental process in order to resolve them without any prejudice to the parties.

In order to identify and correct any errors made in entering data, PEPECAR.COM provides users with the e-mail address atencion.cliente@pepecar.com, the telephone helpline on 902 99 66 66, and through the respective travel agency. In the event of having contracted the service by this means.

PEPECAR.COM will also inform customers through its Customer Service department of any incidents it detects during the rental process in order to resolve them without prejudice to the parties.

4. ACCURACY OF INFORMATION.

The customer confirms that the information provided, either directly through our website or by calling our Customer Helpline, is accurate. In the event of any of this data being inaccurate, or if the customer has provided incomplete information with regard to their identity as well as with regard to the requirements defined by PEPECAR.COM and the Operators for the performance of the contract, and further refusing to remedy this situation, this situation may affect the correct provision of the services being contracted, without this implying any liability on the part of PEPECAR.COM.

5. DISTRIBUTION CHANNELS AND POINTS OF SALE:

Vehicle reservations may be made via:

- The website www.pepecar.com.
- The telephone sales helpline 807 41 42 43 (Max. cost 1.16 €/min inc. VAT from land lines; 1.51€ inc. VAT from mobile telephones).
- Authorised travel agent networks.
- Third party operators (retail agencies, tour operators, online agencies or companies included in the commercial network for specific business contracts) who have signed commercial agreements with PEPECAR.COM.

6. TERMS OF PAYMENT.

As payment is made on-line, under no circumstances will PEPECAR.COM accept cash for payment. Credit and debit cards are accepted for the main vehicle rental payment, together with any supplementary charges that may be contracted when collecting the vehicle.

All of the coverage details, including any exclusions, will be provided by the Operator.

7. DOCUMENTATION REQUIRED IN ORDER TO PICK UP A VEHICLE:

Without exception, all customers must present the following documentation at the Operator's base in order to pick up the vehicle:

- **ORIGINAL COPY OF ID CARD OR PASSPORT** of the person signing the contract and of the driver or drivers, as well as of the card holder. Foreign nationals from outside of the EU must present a passport stamped by a Member State.
- **ORIGINAL COPY OF A VALID DRIVING LICENCE ACCORDING TO NATIONAL LEGISLATION (IN THIS CASE, SPAIN) FOR ALL DRIVERS.** Only the following will be considered as valid driving licences in Spain:
 - Driving licences issued in European Union and European Economic Area countries (Iceland, Liechtenstein and Norway).
 - National driving licences from other countries issued in accordance with Annex 9 of the Geneva Convention or Annex 6 of the Vienna Convention, or which only differ from these in the inclusion or removal of non-essential aspects.
 - National driving licences from other countries printed in Spanish or accompanied by a sworn translation of the same.
 - International driving licences issued in foreign countries in accordance with Annex 10 of the Geneva Convention, or in accordance with the model from Annex E of the Paris Convention, in the case of countries who are signatories to this Convention who have not signed the Geneva Convention
 - Driving licences recognised in international conventions to which Spain is a signatory and under the conditions expressed therein.

Notwithstanding the above, the legitimacy of these licences will be subject to their being valid and their holder being the necessary age required by Spanish law to hold an equivalent Spanish driving licence, and that a period of no more than six months has transpired since their holders have entered in any Member State of the European Union.

- A rental contract, voucher from the respective agency, or otherwise a reference number (locator/contract number) to locate it.
- ORIGINAL credit or debit card for supplementary charges and deposit. However, some Operators do not accept debit cards for deposits, of which the customer will be duly informed in the Terms and Conditions available for consultation prior to making the reservation. In these cases the customer must have an ORIGINAL credit card in their name.
- In the case of renting through an agency (for example in the case of the Week End Plan from Halcón Viajes or Viajes Ecuador), the customer must also have the voucher as proof of payment for the rental of vehicle that has been previously contracted.

In the event of the Operator not delivering the vehicle to the customer as a result of failing to meet any of the requirements indicated above, or as a result of any defect in the required documentation or failing to be in possession of the same, PEPECAR.COM cannot accept any liability for circumstances of this kind.

The Operator reserves the right to request further information in addition to that indicated above, in order to confirm the identify, accuracy and precision of the details of the renter and/or driver(s), if considered opportune or necessary, in order to reduce the risk of any breach of contract or including the theft of the vehicle by the customer, pursuant to the provisions of Organic Law 1/1992 of 21 February on the Protection of Public Safety, as well as to attend to any requests received by any public body in the performance of its duties, and to comply as required in accordance with applicable legislation. In the event of the customer failing to provide accurate details, or failing to collaborate in good faith in order to provide or confirm the same, the Operator reserves the right to not hand over the vehicle.

In the event of any type of vehicle rental method other than those expressed above, the customer shall be obliged to provide the documentation required in each particular case.

8. ALTERATIONS AND CANCELLATIONS OF THE RESERVATION BY THE CUSTOMER.

Customers may take out a cancellation option, whose price is published in the list of supplements available on the website, or in the case of specific business agreements signed with third parties, as detailed in the respective contracts. In the event of cancelling the contract when the customer has taken out the Cancellation Option, PEPECAR.COM will reimburse the customer 100% of the full amount paid until that moment, minus the amount paid for the Cancellation Option, unless the customer does not have the necessary documentation to pick up the vehicle, and providing they cancel their reservation before picking up the vehicle at the Operator's installations as indicated in its special conditions.

Reservations may be altered or cancelled by sending an e-mail to the customer service department of PEPECAR.COM, atencion.cliente@pepecar.com, (which will not take effect until reception of the confirmation in writing), by calling the telephone number 902.996.666, or contacting the travel agency if the reservation has been made in this way. In the case of cancellations by e-mail, a minimum cancellation period is considered according to the specific cancellation conditions for each Operator. Customers who have not contracted this Cancellation Option will be subject to the Terms and Conditions of each Operator. Also, if the user has created an account on the website www.pepecar.com they may make alterations and cancellations by clicking on "My Account" and entering their registered e-mail address and date of birth.

The procedures for requesting modifications to a contract once the service has begun are the same as those indicated for requesting the cancellation of the service.

In the case of reservations made through the Week-End Plan of Viajes Halcón /Ecuador, only the indicated telephone helpline must be used, or by calling a Viajes Halcón/ Ecuador travel agency. Modifications to the dates of the contracts (extensions, changes to dates etc.) are subject to the availability of the Operators.

9. SUGGESTIONS AND COMPLAINTS.

On completion of the service, if the customer wishes to make any type of suggestion or complaint, they may contact PEPECAR.COM:

- Using the customer service e-mail address: atencion.cliente@pepecar.com.
- By calling its Telephone Helpline on +34902.996.666.
- Through the usual legal channels.

10. CONFIDENTIAL TREATMENT OF PERSONAL DATA.

PEPECAR.COM through its website www.pepecar.com requests certain personal data from its customers when subscribing to or registering for any of its services. The data provided by the customer will be included on a computerised personal data file, held by PEPECAR.COM, which will be processed for the purpose of providing the services requested by the customer. The customer authorises PEPECAR.COM to include the personal data they provide on the respective files, as well as their automated or manual use and treatment, for the purpose of managing and registering the operations agreed upon between the parties.

The customer, main driver and additional drivers authorise PEPECAR.COM to include their personal details on our database, as well as for their automated and manual use and treatment for the control and registration of the operations signed between the parties. Apart from this contractual relationship, they further authorise the treatment of their personal details for the purpose of sending commercial offers and publicity by any means (correspondence, telephone, fax, mailings or by any other computerised means) of its own or from third parties, by PEPECAR.COM. The customer and additional drivers authorise PEPECAR.COM to transfer their details to companies that are directly or indirectly associated with PEPECAR.COM, in particular the companies belonging to Grupo Empresarial Ibericar Sociedad Ibérica del Automóvil, S.A., which comprises the following motor vehicle sector companies; Ibericar Galicia Auto S.L., Ibericar Cataluña Auto S.L., Ibericar Holding Andalucía S.L. and Ibericar Centro Auto S.L., whose composition is constantly updated on the website www.ibericar.es to which it belongs, so that their personal data may be treated by the companies, and in order to be able to send them publicity and commercial offers of their own or from third parties.

The personal information obtained from registered customers is stored on a database owned by PEPECAR.COM, which contains the technical, organisational and security measures that guarantee the confidentiality and integrity of this information in accordance with the provisions of Organic Law 15/1999 of 13 December on the Protection of Personal Data, and in the Regulations implementing Organic Law 15/1999 (Royal Decree 1720/2007) and other applicable regulations.

The customer warrants that the personal details provided to PEPECAR.COM are accurate. PEPECAR.COM provides its customers with the suitable technical resources so that they can previously access these General Conditions and any other relevant information and grant their consent so that PEPECAR.COM may proceed with the automated treatment of their personal details, subject to the terms and conditions expressed in this document.

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"), a company from Delaware, USA, whose main offices are located at 1600 Amphitheatre Parkway, Mountain View, California CA 94043, USA. Google Analytics uses "cookies", which are text files placed on your computer to help the website analyze how visitors use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and Internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. This website may make use of tracking tags on specific pages in order to measure and optimize marketing campaigns for results, and will not store any of the user's personal information under any circumstances. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

PEPECAR.COM further informs you that in the event of any failure to make payment as expressed in this document, the details regarding the non-payment may be notified and included on files regarding the compliance or non-compliance with monetary obligations, under the terms of and in compliance with the provisions of Article 38 of Royal Decree 1720/2007 of 21st December.

If the customer or any of the drivers wishes to access, correct or cancel their personal data in relation to the provisions of Organic Law 15/1999 of 13th December on the Protection of Personal Data, they may do so in writing, addressed to Guerin Rent a Car, S.L.U., C/Raimundo Fernández Villaverde, 45 (Edificio Reicomsa – 1^a Planta) C.P. 28003 Madrid, Spain, or by sending a fax to +34 91.559.70.33, or by e-mail addressed to: lopd@pepecar.com. In the event of any change to your personal data, please contact us so that we can keep your details up to date.

11. INTELLECTUAL PROPERTY.

All of the contents of the website of PEPECAR.COM are the property of Guerin Rent a Car, S.L.U. or its suppliers, and are protected by national and international legislation in regard to industrial and intellectual property. Any modification, reproduction, duplication, copying, distribution, sale, re-sale or other forms of exploitation for commercial purposes or otherwise are strictly prohibited without the authorisation of Guerin Rent a Car, S.L.U.

The customer agrees not to use the website for illegal or prohibited purposes.

12. LINKS TO OTHER WEBSITES

Our website may contain links to other websites that are not controlled by PEPECAR.COM. These links are only included for reference purposes. PEPECAR.COM does not have any control over these websites, nor is it responsible for the contents of the same.

13. APPLICABLE LAW AND VENUE

Any dispute arising from the interpretation or execution of these general conditions, as well as the relationship between the client, the main driver, the additional drivers and PEPECAR.COM, shall be subject to Spanish law, without prejudice to the provisions in this regard contained in consumer protection legislation.

PEPECAR.COM is a website owned and operated by Guerin Rent a Car, S.L.U., Tax Reg. No. B57175283, listed in the Companies' Registry of Madrid in Volume 29237; Book 0; Section 8; Sheet M-324340 and Page 36, with registered address in C/ Raimundo Fernández Villaverde nº 45, Edificio REICOMSA, 1ª Planta, Madrid 28003, Spain.

These General Terms and Conditions were last updated on the _____ of _____ 2013.