

TERMS AND CONDITIONS OF MAGIC ISLANDS RENT-A-CAR, UNIPessoal, LDA

This passenger vehicle rental agreement without a driver, in accordance with Decree-Law No. 181/2012 of August 6, as amended, is governed by these General Conditions, the Particular Conditions described above, and the respective annexes, which are an integral part of it.

1. OBJECT

Magic Islands Rent-a-Car, Unip. Lda ("OWNER") rents to the client ("TENANT") identified in the Particular Conditions the motor vehicle described therein and in the condition indicated, upon payment of the total rental price calculated in accordance with Clause 3 and the particular conditions.

2. TENANT CAPACITY

1. Only drivers aged 19 years or older, with a minimum of 1 year of driving license and a maximum age limit of 65 years, are authorized to enter into rental agreements with Magic Islands Rent a Car Unip. Lda, either directly or indirectly.
2. When reservations for vehicles from Magic Islands Rent a Car Unip are made through its online partners, the company has the right to confirm the age of the Tenant and to refuse the rental agreement if it determines that the TENANT does not meet the eligibility criteria for entering into the agreement as specified in paragraph 1 of this clause.
3. At the time of picking up the rented vehicle, the contract holder and other drivers must present a Citizen Card / Passport / Physical Driving License.
4. If the TENANT has deliberately provided MAGIC ISLANDS RENT-A-CAR with false information, particularly regarding their identity, address, email, phone contact, or validity of the driving license, MAGIC ISLANDS RENT-A-CAR reserves the right to charge the TENANT for all additional costs incurred as a result of such statements, without prejudice to any criminal liability that may apply.
5. If the vehicle is driven by a driver not identified in the contract and thus not duly authorized by the OWNER, the TENANT will be held responsible for any and all damages caused to the vehicle by said driver.

3. DURATION OF THE RENTAL

1. The rental begins and ends on the date, time, and location designated in the Particular Conditions for the vehicle pickup (Check-in) and return (Check-out), respectively.
2. If the TENANT wishes to extend the duration of the rental, they are required to contact the OWNER in advance to enter into a new agreement or to renew the current one, subject to the OWNER approval.
3. The pickup of the vehicle is preceded by a joint inspection by the TENANT and the OWNER, resulting in the preparation of an inspection report included in the document "Particular Conditions," which is an integral part of this Agreement. The report describes the condition of the vehicle and indicates any existing defects and/or damages and is validated by both parties with their respective signatures, in accordance with Clause 16.

4. RENTAL PRICE

1. For the rental of the vehicle, the TENANT agrees to pay the OWNER the total price resulting from the applicable daily/weekly/monthly rate and any additional services contracted, as detailed in the Particular Conditions, as well as the amounts resulting from fees and other charges that become due and payable at the end of the Agreement.
2. The amount specified in the previous paragraph is increased by:
 - a) The amount paid as a deposit, as stated in the Particular Conditions, to guarantee compliance with the obligations arising from this Agreement;
 - b) The amount stated in the Particular Conditions for the vehicle refueling service, and the cost of missing fuel, calculated according to the maximum price per liter in effect on the date of return;
 - c) The amount stated in the Particular Conditions for the vehicle recharging service in the case of an electric vehicle rental;
 - d) The amount due for the contracting of additional insurance coverage/rates under clauses 13 and 14;

- e) The amount stated in the Particular Conditions charged as administrative fees for the OWNER obligation to identify the TENANT due to violations of traffic rules or other legal provisions;
 - f) The amount stated in the Particular Conditions for each additional driver, who must be properly identified in the contract;
 - g) The amount stated in the Particular Conditions for any additional equipment contracted, to be mentioned at check-in;
 - h) The additional amount stated in the Particular Conditions for each additional kilometer (km), if applicable;
 - i) The amount stated in the Particular Conditions as a location supplement, if applicable;
 - j) The amount stated in the Particular Conditions for delivery and/or collection outside the OWNER premises;
 - k) The amount stated in the Particular Conditions for delivery of the vehicle outside of regular hours;
3. Magic Islands Rent-a-Car, Unip. Lda reserves the right to make a free vehicle upgrade when necessary, without prior notice.

5. DELIVERY AND RETURN OF THE VEHICLE

1. The TENANT declares to have received the vehicle in good condition for use and cleanliness, as per the joint inspection designated in the particular conditions - "Check-In," with the respective equipment, accessories, and documents, specifically equipped with tires in good condition, and agrees to return it in the same condition in which it was received, at the location and date specified in the contract.
2. The TENANT agrees to return the vehicle on the date, at the location, and at the time indicated in the Particular Conditions, with the respective accessories, documents, and in the condition of use and cleanliness in which it was delivered to them, unless otherwise agreed, at the premises of MAGIC ISLANDS RENT-A-CAR, where it was delivered, within business hours, or at a location indicated by them, under penalty of the contract being considered breached.
3. Returning the vehicle in violation of paragraph 1 of Clause 2 incurs additional costs, according to the current price list available, attached to this contract, or an adjustment to the rental price. If the TENANT wishes to extend the rental period, they are obliged to contact the OWNER in advance to enter into a new agreement or to renew the current one, subject to the OWNER approval.
4. If the vehicle is not returned on the agreed date, the TENANT agrees to pay MAGIC ISLANDS RENT-A-CAR a penalty for each day, whole or partial, an amount calculated based on three times the daily rate for the rented vehicle. The TENANT is also subject to MAGIC ISLANDS RENT-A-CAR initiating any necessary civil or criminal legal proceedings to recover the vehicle and compensate for any losses incurred, including resorting to appropriate precautionary measures for the return of the vehicle.
5. The TENANT is responsible for all losses or damages, including theft or burglary of the vehicle, if it is not returned to an employee of MAGIC ISLANDS RENT-A-CAR.
6. If the vehicle is left at a location different from the agreed one, a mileage compensation or a "return fee" will be applicable, in accordance with the current rates corresponding to the distance between the location where the vehicle is left and the original location.
7. If the vehicle shows defects, damages, or levels of dirt contrary to its prudent and normal use, particularly when requiring MAGIC ISLANDS RENT-A-CAR to perform extraordinary and thorough cleaning of the exterior/interior of the vehicle, instead of a simple and routine cleaning, as would be possible at a self-service car wash, the TENANT will indemnify MAGIC ISLANDS RENT-A-CAR for the respective costs of repair and/or extraordinary cleaning.
8. MAGIC ISLANDS RENT A CAR is not responsible to the TENANT, any third party, or other passengers for the loss, theft, burglary, or material damage to goods left in the vehicle during and after the rental period.
9. At the time of returning the vehicle, the OWNER and the TENANT jointly inspect it to check for any new defects and/or damages, which, if present, are noted in the corresponding field of the inspection report "Particular Conditions – Check-out," which is an integral part of this Agreement, validated by both parties with their respective signatures.
10. The refusal to sign as provided in the previous paragraph by the TENANT does not exempt them from responsibility for damages incurred during the rental period.

11. Smoking is strictly prohibited in any vehicle. If it is determined that the client has smoked in the vehicle, a fee of €100 (VAT included) will be charged for the interior cleaning of the vehicle, regardless of the type of insurance contracted.

6. OBLIGATIONS OF THE OWNER

The obligations of the OWNER are:

- a) To provide the terms and conditions of the rental to the TENANT before signing the Agreement, specifically the general and particular conditions, and to provide any necessary clarifications requested for their complete understanding;
- b) To inform the TENANT in advance of the activation of the deposit for damages to the vehicle, as well as the evidence and the amount of the damages;
- c) To ensure the provision of a free assistance service to the TENANT, available 24 hours a day, for reporting any anomalies that occur during the execution of this Agreement;
- d) To ensure the provision of an equivalent service or the availability of a higher-class vehicle in the event of unavailability of the previously contracted or reserved vehicle, or in case of a breakdown, at no additional cost to the TENANT.

7. OBLIGATIONS OF THE TENANT

1. The TENANT agrees to:

- a) To make normal and prudent use of the vehicle, complying with the law, especially the Highway Code, ensuring that the vehicle is locked in a safe location when not in use, not leaving any related documents in the vehicle (without prejudice to always carrying them), and using the appropriate fuel;
- b) To return the vehicle at the end of the rental period in the same state of use, maintenance, and cleanliness as it was delivered, along with the respective equipment and documents;
- c) To ensure that the vehicle is properly locked when not in use;
- d) To ensure that the vehicle is fueled with the appropriate fuel or charged properly;
- e) Not to smoke inside the vehicle;
- f) To contact the OWNER immediately in case of breakdown or anomaly of the vehicle and to obtain their prior agreement for repairs.
- g) To pay, as soon as requested, the rental price and any charges resulting from the signing of this agreement that are attributable to them by MAGIC ISLANDS RENT-A-CAR, as well as the costs for repairs of damages to the vehicle caused by the TENANT, the fuel missing upon its return, and the cleaning fee when the vehicle is returned to the OWNER without having been cleaned as it was delivered;
- h) To pay toll fees, whether physical or electronic, including any additional administrative costs that may be charged. MAGIC ISLANDS RENT-A-CAR is not responsible for any payment resulting from non-regularization within the legal deadline;
- i) To ensure that, by act or omission, third parties do not believe that the vehicle is their property, notifying MAGIC ISLANDS RENT-A-CAR immediately in the event of seizure, arrest, theft, burglary, requisition, confiscation, or any other offense against the property, possession, or detention of the vehicle;

2. The TENANT agrees not to use or allow the use of the vehicle:

- a) For transporting passengers or goods in violation of the law;
- b) For sports competitions or training, whether official or not;
- c) By any person under the influence of alcohol, drugs, or any other substance that, directly or indirectly, reduces their perception and reaction ability;
- d) By drivers not identified in the Particular Conditions of this Agreement;
- e) Outside the national territory, without the express authorization of the OWNER for that purpose.

3. Without prejudice to civil liability, the TENANT, under penalty of exclusion from insurance coverage, shall not allow the vehicle to be:

- a) Driven by an unidentified person not accepted by MAGIC ISLANDS RENT-A-CAR, as stipulated in the Agreement or any annexes or amendments that are an integral part thereof; under the influence of alcohol, narcotics, or any other similar state of disturbance that, directly or indirectly, reduces their perception and reaction ability; by a person holding a valid driver's license for less than 1 year, depending on the vehicle group;
- b) Used to push or pull any vehicle or trailer or any other object with or without wheels; for sports competitions or training of any nature, whether official or not; for transportation in violation of the law, namely what is provided for in the vehicle's Single Automotive Document;

4. The TENANT is prohibited from performing the following acts regarding the vehicle, its documents, tools, parts, and components: subleasing, lending, transferring, selling, encumbering, or in any way giving as collateral; transforming, modifying, or placing advertising or commercial mentions.
5. The TENANT is solely responsible for fines, penalties, and other sanctions imposed by the Courts and Administrative Authorities resulting from administrative and criminal proceedings for violations of the Highway Code, tolls, parking, and other offenses committed with the vehicle during the rental period.
6. The TENANT is expressly prohibited from transporting/traveling with the vehicle outside the Island where the Check-in/Pick Up of the vehicle took place.
7. The Agreement shall be automatically terminated if the vehicle is used in conditions that violate it, with MAGIC ISLANDS RENT-A-CAR having the right to recover the vehicle at any time and by any means, without the need for prior notice, with the associated costs being exclusively the responsibility of the TENANT, without prejudice to any indemnities owed to MAGIC ISLANDS RENT-A-CAR or third parties, if applicable.

8. PRICES, TERMS, PAYMENTS, AND KM

1. The rental price is determined by the applicable rate for the respective vehicle category and must be paid.
2. The rate is calculated based on a 24-hour period, starting from the scheduled time contracted for your PICK-UP. Therefore, the 24-hour period begins with the time scheduled for PICK-UP, as stated in your check-in contract.
3. If the vehicle is handed over to the TENANT after the contracted time scheduled for PICK-UP, due to circumstances not attributable to the OWNER, namely because of the LE TENANT SSEE's delay in picking up the vehicle, this does not affect the start of the 24-hour period mentioned above. The vehicle must be returned within the initially agreed time for its return, counting from the contracted time for PICK-UP and not from the time the TENANT picked up the vehicle.
4. If the TENANT has picked up the vehicle at a later time than the contracted time for PICK-UP and wishes to arrange a different time for return than what is specified in the contract, they must consult the OWNER about the availability of the vehicle, without prejudice to being charged an additional daily fee for the extra rental period beyond what was initially contracted.
5. Mileage is free.
6. If the TENANT wishes to extend the rental period, they must obtain prior written agreement from MAGIC ISLANDS RENT-A-CAR and proceed with the advance payment of the rental amounts due for the extension.
7. Should the rental extension occur, the TENANT must always have with them the copies of the Contract that demonstrate the agreement given by MAGIC ISLANDS RENT-A-CAR for the extension of the rental.
8. If the rental extension does not occur, the Contract shall terminate at the end of the current term, and if the TENANT does not immediately return the vehicle, the provisions of Clause 7, paragraph 1, item g) of this contract shall apply.
9. The TENANT also agrees to pay/secure to MAGIC ISLANDS RENT-A-CAR, in addition to the rental price:
 - a) The amounts related to the deposit or deductible due for the rental, according to the rate in force at the time of rental (when applicable);
 - b) The amounts corresponding to the actual duration of the rental;
 - c) The amounts corresponding to damages arising from an accident caused by the TENANT, or in case of theft or robbery not covered by insurance. If such damages are covered by insurance, only up to

the maximum amount of the respective deductibles (see attached table). If not covered by insurance, any expenses for hospitalization and medical assistance for the driver and passengers;

- d) The taxes and fees required due to the situations provided in the preceding paragraphs;
- e) An amount of €70.00 (seventy euros) including VAT, in case of loss or damage to the vehicle's documents;
- f) Fee due for refueling the vehicle whenever it is not returned with a full tank, in the amount of €25.00 (including VAT), without prejudice to the payment for the value of the missing fuel;
- g) An amount of €100.00 (one hundred euros) including VAT, in case of the need for extraordinary cleaning of the vehicle, as per the content of Clause 5 point 7;
- h) Judicial and extrajudicial expenses, fines, and other monetary penalties, regardless of their nature, arising from the violation of any legal standard attributable to the TENANT or the vehicle during the rental period;
- i) If MAGIC ISLANDS RENT-A-CAR is notified, due to an infringement or unlawful conduct practiced by the TENANT, to identify the same, the TENANT agrees to pay an administrative fee of €25.00 (twenty-five euros) including VAT for the information provided to the competent authorities;
- j) The expenses and costs incurred by MAGIC ISLANDS RENT-A-CAR to ensure compliance by the TENANT with the provisions of the Contract, namely the collection of amounts owed by the TENANT to MAGIC ISLANDS RENT-A-CAR, under the legally established terms;
- k) The cost of repair and damages caused, including collision, crash, rollover, theft, or robbery of the vehicle and its immobilization, regarding which:

7. In the charges to be made, the rates in force at the time the facts occur will be used; The TENANT liability, provided that the vehicle was used in accordance with the conditions set forth in the Contract, may be limited if a deductible reduction service was previously contracted.

9. PAYMENT AND REFUND OF THE DEPOSIT

1. The TENANT, to guarantee the fulfillment of the obligations arising from the Contract, particularly regarding fuel and deductible, shall provide a deposit for the amount mentioned in the 'Particular Conditions' contract, considering the contracted Rate, via credit/debit card, expressly authorizing MAGIC ISLANDS RENT-A-CAR to fill in and charge the respective amounts.

2. Cash payments are not accepted.

3. Only physical payment cards from the Visa and Mastercard networks, held in the name of the rental contract holder, will be accepted.

4. Maestro cards, virtual cards, and others are not accepted, and the OWNER reserves the right to refuse to enter into the vehicle rental contract.

5. The deposit will be refunded to the TENANT as soon as the vehicle is returned to MAGIC ISLANDS RENT-A-CAR and all amounts due by the TENANT are settled. However, if there are outstanding amounts (including, but not limited to, additional rental days, fuel expenses, and/or the deductible), MAGIC ISLANDS RENT-A-CAR will apply the deposit amount, in whole or in part, towards the payment of these amounts, without prejudice to claiming the remaining balance through legal action.

6. Payments made via MB reference must be completed within 24 hours after the reservation is confirmed. Payments made after the 24-hour period and following the cancellation of the reservation will be refunded upon the client's request by sending an email to INFO@MAGICISLANDS.PT

7. All commercial transactions are the responsibility of SIBS and may take up to 14 business days to complete. We inform you that we cannot be held responsible for any fluctuations in exchange rates or any other fees that your bank or credit card issuer may charge. Furthermore, please be aware that the amount appearing on your credit card statement may differ from the value stated in this rental contract as the security deposit or guarantee, due to this reason, which is not attributable to the OWNER.

10. FUEL POLICY

1. Vehicles with combustion engines – gasoline, diesel, hybrids, and GPL

The TENANT agrees to return the vehicle according to the agreed fuel policy, as follows:

- a) As a rule, the vehicle is delivered and must be returned with a full tank, failing which the cost of the missing fuel will be charged. For all advertised rates, the fuel policy is full-to-full.
- b) Full to Full" Option: The TENANT agrees to return the vehicle to the OWNER with the same fuel level that existed at the time of pickup. In case of non-compliance, the OWNER will charge the refueling fee and the cost of the missing fuel, as outlined in paragraph f) of item 9 of Clause 8.

2. Electric Vehicles

The TENANT is obligated to return the vehicle with at least 70% battery charge or with the same percentage that it had at the time of pickup. In case of non-compliance, the OWNER will charge a fee for recharging, as stipulated in paragraph f) of number 9 of Clause 8.

11. MAINTENANCE AND REPAIR OF THE VEHICLE

1. If the TENANT notices any technical problem with the vehicle during business hours, they must immediately immobilize it and contact MAGIC ISLANDS RENT-A-CAR at +351 912261378.

1.1. If the TENANT notices any technical problem with the vehicle outside of business hours, they should contact the vehicle's insurer, whose contact information is attached to the vehicle documents inside the vehicle.

2. In the event that the vehicle becomes immobilized due to a breakdown, repairs may only be carried out by the TENANT if authorized in writing by MAGIC ISLANDS RENT-A-CAR.

3. The towing expenses, whether within or outside the country, due to improper use of the vehicle, will be the responsibility of the LOCATÁRIO.

4. The TENANT must take all necessary protective measures to keep the Vehicle in the same condition it was delivered to them. This includes conducting regular inspections of the Vehicle's oil, water, and tire pressure.

5. In the event of introducing fuel and/or a substance of a different type than that used by the vehicle, the TENANT is responsible for the costs associated with the complete replacement of the fuel, disassembly and cleaning of the tank, engine tuning, and any other damages caused to the vehicle.

12. ACCIDENTS OR DAMAGES TO THE VEHICLE

The TENANT and/or the authorized driver of the vehicle are covered as insured parties under an automobile insurance policy that covers civil liability up to a maximum amount of €50,000,000.00, in accordance with the laws in force in the country. The TENANT will protect the interests of MAGIC ISLANDS RENT-A-CAR and its Insurance Company:

- a) Immediately report to MAGIC ISLANDS RENT-A-CAR and the police any accident, theft, robbery, and/or fire, even if partial. If it is not possible to report the incident immediately, the TENANT is obliged to report such situations within a maximum period of 24 hours;
- b) Without leaving the scene of the accident, theft, robbery, and/or fire before the arrival of the MAGIC ISLANDS RENT-A-CAR assistance service, the TENANT must contact the police authorities. Failure to do so may result in the TENANT being held fully liable for any damages arising from these incidents, and any coverages resulting from the optionally contracted franchise reduction service will have no effect in case of non-compliance with this clause;
- c) Including in the report the actual circumstances of the accident, the date, time, location, the names and addresses of witnesses, the name and address of the owner and driver of the other vehicle involved, as well as the license plate, make, insurance company, and policy number of that other vehicle;

13. MANDATORY INSURANCE AND SUPPLEMENTARY INSURANCES

1. The mandatory insurance only covers the payment of compensation for bodily injuries and property damage caused to third parties.

2. The TENANT is responsible for paying for damages to the vehicle and/or the equipment or devices installed in it that are attributable to them, up to the limit of the deductible indicated in the Particular Conditions, without prejudice to the TENANT full responsibility for damages caused by intent, negligence, or

that are not covered by insurance.

3. The TENANT has several types of rates applicable to the rental contract, depending on the level of protection against damages, which reduces the TENANT liability up to the limit of the deductible specified in the Particular Conditions for damages caused to the vehicle resulting from a traffic accident (collision, impact, and overturning), except for damages to the vehicle's windows and tires and those caused by vandalism.

4. With a view to reducing the deductible mentioned in numbers 2 and 3, the TENANT may purchase the RATES presented in clause 14, applicable during the rental period.

5. Only the TENANT and/or authorized drivers will benefit from the deductible reduction services; non-compliance with this provision will result in the complete cancellation of the coverages contained in this article. The provisions of this article will also be void in the event of an accident caused by negligence, intoxication, drug use, or failure by the TENANT and/or driver to comply with all general rental conditions and the rules of the Highway Code and other applicable legislation. Additionally, the insurance coverage (rate) will be void if the TENANT does not return the keys to the vehicle to MAGIC ISLANDS RENT-A-CAR in the event of theft and/or robbery.

6. In the event of an accident due to speeding, negligence, driving under the influence of alcohol, drugs, or any substance that impairs driving ability, the TENANT will be responsible for the total cost of repairs and compensation for the time the damaged vehicle is out of service, even if a deductible reduction/security service has been contracted.

7. The insurance (rate) and any deductible reduction services do not exempt the TENANT from paying for damages caused negligently to the upper, lower, and interior parts of the vehicle, as well as to the tires, as long as there is no collision.

14. RATES

The TENANT can book the following rates online or at the time of reservation:

1.DISCOUNT: The mentioned rate includes third-party liability insurance, but in the event of an accident or damage to the vehicle, the full responsibility for covering the costs will be assigned to the TENANT, with no limit on the amount. This means the TENANT would be financially responsible for any repairs or replacements needed, regardless of the cost.

Cleaning fee of €25.00 to be paid at Pick Up – Deposits must be made via a Credit Card in the name of the rental contract holder at the time of vehicle collection. Virtual cards, Revolut, cards in the name of another person (including family members), or in the name of a company will not be accepted. **The respective amount will be charged/blocked from your credit card until the end of the rental period. All commercial transactions are managed by SIBS and may take up to 14 business days to complete. – We inform you that we cannot be held responsible for any fluctuations in exchange rates or any additional fees that your bank or credit card issuer may charge.** Therefore, the amount shown on your credit card statement may differ from the amount specified in this rental agreement as a security deposit.

2. BASIC: This rate includes partial coverage for damages caused by accidents, collisions, rollovers, theft, or fire, where the TENANT will be responsible for the damage costs up to the maximum deductible, which varies according to the vehicle segment. Underbody damage is not covered.

Cleaning fee of €25.00 to be paid at Pick Up – Deposits must be made via a Credit Card in the name of the rental contract holder at the time of vehicle collection. Virtual cards, Revolut, cards in the name of another person (including family members), or in the name of a company will not be accepted. **The respective amount will be charged/blocked from your credit card until the end of the rental period. All commercial transactions are managed by SIBS and may take up to 14 business days to complete. – We inform you that we cannot be held responsible for any fluctuations in exchange rates or any additional fees that your bank or credit card issuer may charge.** Therefore, the amount shown on your credit card statement may differ from the amount specified in this rental agreement as a security deposit.

3. PLUS: This rate includes coverage for damages caused by accidents, collisions, rollovers, theft, or fire, reducing the deductible responsibility by 100% depending on the vehicle segment, making it the best choice for worry-free travel. Underbody damage, wheel rims, tires, and negligence are not covered.

4. SPAI: This coverage provides compensation to the driver and passengers of the vehicle (according to the vehicle's maximum capacity indicated in the registration document) in the event of permanent disability or death, up to €10,000. It also includes medical expenses of up to €1,000 in case of an accident.

5. WHEELS & TIRES INSURANCE: It exempts the driver(s) from liability for damage to the vehicle's wheels and tires, unless the damage results from improper use of the vehicle.

It is prohibited to drive vehicles on unpaved roads (dirt roads, gravel, pedestrian paths, etc.). Regardless of the contracted rate, it will become void, and the customer will be fully responsible for any damage caused to the rented vehicle. The insurance (rate) only covers urban roads.

15. ACCIDENTS OR CHANGES TO THE CONDITION OF THE VEHICLE

1. The TENANT agrees, in the event of an accident and/or any changes to the condition in which the vehicle was delivered, to follow these procedures:

- a) Notify the OWNER and request the presence of law enforcement authorities for any and all accidents, thefts, burglaries, fires, damages caused by animals, or any other incidents within a maximum period of 24 hours, except in cases of force majeure that are duly justified;
- b) Obtain the names and addresses of the individuals involved in the traffic accident and any potential witnesses, except in cases of force majeure that are duly justified;
- c) Do not abandon the vehicle without taking appropriate measures to protect and secure it, except in cases of force majeure that are duly justified;
- d) Provide the OWNER with any available information related to the incident, including the report prepared by the intervening law enforcement authorities.
- e) DO NOT LEAVE THE SCENE OF THE ACCIDENT/INCIDENT/OCCURRENCE until the arrival of law enforcement authorities and the OWNER, or their legally authorized representative delegated for this purpose.

2. Only the TENANT and/or drivers authorized by the OWNER may benefit from the optional coverages indicated in clause 13.

3. The contracted rates are not valid in the event of an accident due to:

- a) Excessive speed;
- b) Driving under the influence of alcohol or controlled substances;
- c) Improper use of the vehicle, specifically in locations and for purposes other than those intended, such as driving on unpaved roads, forest paths, and beaches;
- d) Use in sports events or training sessions, whether official or not;
- e) Transporting goods above the limit specified in the technical specifications and/or the Vehicle Registration Document.

4. In the event of an incident, even with the submission of a DAAA (Friendly Declaration of Automobile Accident), the TENANT is responsible for paying for the damages caused to the vehicle up to the maximum deductible amount in effect during the contract period, unless liability is assumed by another party involved in the accident.

5. Failure to comply with this clause or the contents of Clause 13 makes the TENANT responsible for the total cost of repairing the vehicle and for compensation corresponding to the time it is out of service.

16. COMPENSATION FOR DAMAGES

1. The OWNER and the TENANT must conduct a joint inspection at the time of vehicle pickup to assess the condition of the vehicle at that moment, and any pre-existing damages must be noted, in accordance with Clause 3, item 3.

2. The TENANT accepts the vehicle in the condition it is found after this inspection, excluding defects/damages that could not be detected at the time of the inspection.
3. Upon the return of the vehicle, it will be inspected by both the OWNER and the re TENANT nter to determine if there are any damages that were not present at the time of pickup.
4. If the TENANT is not present at the time of the damage assessment, the OWNER must complete a report indicating the existence or absence of damages to the vehicle, which should be sent to the TENANT within a reasonable timeframe for their acknowledgment.
5. In the event that the vehicle is not returned in the same condition it was delivered, the TENANT may be liable for the cost of damages up to the deductible limit, as stipulated in Clause 14, with the amount specified in the particular conditions at the time of contract signing, as follows:
 - a) The OWNER will send the TENANT a written notification within a reasonable timeframe, detailing the damages and providing evidence, along with a repair estimate for this purpose.
 - b) If the TENANT does not agree with their responsibility for the damages or the amounts presented in the submitted estimate, they may contest this with the OWNER, providing any relevant evidence they deem necessary, within a period of 15 days.
 - c) The amount provided as a deposit will be held on the payment card used for the deposit until a decision is made.
 - d) Upon receipt of the TENANT contestation/opposition, the OWNER will respond within 15 days, after which the amount of the deposit will be charged for the purpose of repairing the damages caused by the TENANT to the vehicle owned by Magic Islands Rent-a-Car, Unip. Lda., without prejudice to the provisions of Decree-Law No. 156/2005 of September 15 (COMPLAINTS BOOK).
 - e) If the TENANT provides evidence that the damages listed on the vehicle were not incurred during the period when the vehicle was rented, the OWNER will proceed with the return of the deposit.
 - f) If the amount withheld from the deposit exceeds the cost of the damages, the OWNER will refund the remaining balance of the deposit to the TENANT.
 - g) For the purpose of returning the deposit, the TENANT must consider the terms of the contracted rate, as outlined in Clause 14, regarding the effects of the deposit return.
 - h) The decision made under paragraph d) of this clause is subject to challenge in accordance with Clause 18.

17. CANCELLATION POLICY, RESERVATION CHANGES, "NO-SHOW"

1. The confirmed reservation may be canceled or changed with 48 hours' notice prior to the start of the reservation (valid only for Plus rate). The refund of the amounts paid will be made through the same method used for payment, minus the applicable banking and administrative fees (€30.00 VAT included).
2. The **Discount/Basic** rate does not allow for a refund for the situation outlined in the previous number.
3. If the customer decides to terminate the contract before its expiration, the amount corresponding to the days not used for the vehicle (including taxes) will not be refunded as compensation.
4. The TENANT absence for more than 1 hour from the scheduled check-in time, without any prior notice, constitutes a "No-Show," resulting in the automatic cancellation of the reservation with no right to a refund of the amount paid as compensation for the loss incurred by the OWNER.

18. COMPETENT JURISDICTION AND ALTERNATIVE DISPUTE RESOLUTION

1. In the event of a consumer dispute, the applicable law is Portuguese Law.
2. Unless otherwise provided by mandatory law regarding territorial jurisdiction, the parties agree to establish the Judicial Court of the District of the Azores as competent, expressly waiving any other jurisdiction, for contracts executed in Ponta Delgada, São Miguel, Azores.
3. For contracts executed on the Island of Madeira, the competent jurisdiction is the Judicial Court of the District of Madeira.
4. The TENANT is also informed that in the event of a dispute on the Island of Madeira, they may refer to the Consumer Conflict Arbitration Center of the Autonomous Region of Madeira (CACCRAM), an alternative dispute resolution entity for consumer disputes, in accordance with Articles 5 and 16 of Law No. 144/2015 of September 8, which transposed Directive 2013/11/EU of the European Parliament and Council.

5. MAGIC ISLANDS RENT-A-CAR is not bound by adherence to or legal imposition arising from necessary arbitration with any alternative dispute resolution entity for consumer disputes. For more information about the available entities for promoting the extrajudicial resolution of national and cross-border disputes under Law No. 144/2015 of September 8, when such disputes are initiated by a consumer against a supplier of goods or service provider and relate to contractual obligations resulting from purchase and sale or service contracts entered into between established suppliers of goods or service providers and consumers residing in Portugal and the EU, please consult the Consumer Portal (WWW.CONSUMIDOR.PT) or ACRA – Consumer Association of the Azores, Rua de São João, 9500-022, Phone: 927394721.

6. Consumer information under Article 18 of Law No. 144/2015. In the event of a dispute, the consumer may refer to an Alternative Consumer Dispute Resolution Entity: CNIACC – National Center for Information and Arbitration of Consumer Conflicts - [HTTP://WWW.ARBITRAGEMDECONSUMO.ORG/](http://WWW.ARBITRAGEMDECONSUMO.ORG/) Faculty of Law of Nova University of Lisbon – Campolide Campus 1099-032 Lisbon – Phone: 213847484 – Email: CNIACC@FD.UNL.PT. For more information, visit the Consumer Portal at WWW.CONSUMIDOR.PT.

7. Without prejudice to the above, the TENANT may submit their complaint to the OWNER using the physical Complaints Book available at their premises or through its electronic format, available at <https://www.livroreclamacoes.pt/inicio>.

19. PERSONAL DATA

The TENANT expressly authorizes the OWNER to process the personal data necessary for the execution of this contract, as indicated in the Particular Conditions and/or Privacy Policy.

In accordance with the General Data Protection Regulation, Magic Islands Rent-a-Car, as the data controller, will process the customer's personal data for various purposes, including customer management and compliance with legal obligations (DL 181/2012 of 06.08, DL 15/88 of 16.01, and DL 47/2018 of 20.06). The customer authorizes Magic Islands Rent-a-Car, Unip. Lda. to collect and process the following categories of personal data: name, phone number and/or mobile number; age; address; tax identification number; passport number and issue date; citizen card number and expiration date; driving license number and issue date; email.

The TENANT acknowledges that the vehicle is equipped with a geolocation (GPS) device that may be used in the event of contractual non-compliance and/or violation of the terms contained in this contract.

The TENANT accepts the Particular and General Conditions of this contract, which have been explained to them in a timely manner, and acknowledges their rights and obligations, which they are obliged to observe and respect.

The TENANT expressly authorizes MAGIC ISLANDS RENT-A-CAR to reproduce physical and/or digital copies of their Citizen Card and driving license, as well as to retain these copies for the time strictly necessary for the intended purposes.

At any time, the TENANT has the right to access their personal data, as well as, within the limits of the contract and the General Data Protection Regulation, to amend, oppose or limit the processing thereof, to decide on the automated processing of such data, to withdraw consent, request the deletion of data, and exercise other rights provided for in the applicable legislation, except for data that is essential for the execution of the contract, which must be provided, or that is necessary for compliance with legal obligations to which the OWNER is subject.

If the data subject withdraws consent, this does not affect the lawfulness of the processing carried out up to that date.

The TENANT will be notified, as provided for in the GDPR, in the event of a breach of their personal data that may pose a high risk to their rights and freedoms.

The TENANT may submit complaints to the National Data Protection Commission (CNPD).

Business Hours

Monday to Sunday from 7:30 AM to 8:00 PM

Latest Pickup Time: 10:00 PM

Latest Return Time: 8:00 PM

After-Hours Fee: €35.00 *applies to reservations made outside of regular business hours.

TABLE OF DEDUCTIBLES / DEPOSITS BY GROUP

RATES	DISCOUNT	BASIC	PLUS
All Groups	1.200,00€ - 1.500.00€	600.00€ - 750.00€	0.00€

Deductibles/deposits must be made by **Credit Card** in the name of the owner of the rental contract at the time of picking up the vehicle. Virtual cards, revolut, cards from another person (including family members) or in the name of a company will not be accepted. The respective amount will be withdrawn/blocked from your credit card until the end of your rental. All commercial transactions are the responsibility of Reduniq / SIBS.

PLUS	DISCOUNT	BASIC
Full fuel	Full fuel	Full fuel
48 hours refundable rate**	Non-refundable rate	Non-refundable rate
Full insurance with No excess / no credit card	Basic insurance with a deposit of €1.200,00 – €1.500.00 (credit card)	Partial coverage with a deposit of € 600,00 - €750.00€ (credit card)
Unlimited mileage	Unlimited mileage	Unlimited mileage
No cleaning tax	Cleaning tax 15.00€	Cleaning tax 15.00€
Second drive free	N/a	N/a

****A cancellation fee of €30.00 will be applied**

RATES			
ACCIDENT	DISCOUNT	BASIC	PLUS
Damage for low	From 800,00€	From 800,00€	From 800,00€
Engine carter	From 500,00€	From 500,00€	From 500,00€
Glasses	From 150,00€	From 150,00€	√
Rearview mirrors	From 200,00€	From 200,00€	√
Wheels / Tires / Rims	From 200,00€	From 200,00€	From 200,00€
Vehicle shutdown/ day	Contracted Daily Value	Contracted Daily Value	Contracted Daily Value
Trailer	From 120,00€*	From 60.00€*	Sub-Query*
Vehicle replacement	N/A	N/A	According to Availability
BREAKDOWN	DISCOUNT	BASIC	PLUS
Door lock	From 250,00€	From 250.00€	From 250.00€
Motor (bad utilization)	From 800,00€	From 800,00€	From 800,00€
Manual Transmission (bad utilization)	From 800,00€	From 800,00€	From 800,00€
Rádio	From 250,00€	From 250.00€	From 250.00€
Vehicle Replacement	According to Availability	According to Availability	According to Availability
Keys (copy)	From 200,00€	From 200,00€	From 200,00€
24HOUR ASSISTANCE	DISCOUNT	BASIC	PLUS
Tire Replacement	From 50,00€ ***	From 25.00€ ***	From 15.00€ ***
No fuel/supply error	From 250,00€	From 250,00€	From 250,00€
Other Services	From 50,00€ ***	From 35,00€ ***	From 25,00€ ***

Interior damage is not included in any of the existing rates, a budget is made and charged to the owner of the rental contract.

***** Price may vary depending on distance**

PRICING OF EXTRA & INSURANCE

EXTRA & INSURANCE	ISLAND OF SÃO MIGUEL	ISLAND OF MADEIRA
CAR CHAIR GROUP 0	15.90€ DAILY**	15.90€ DAILY**
CAR CHAIR GROUP 1	15.90€ DAILY**	15.90€ DAILY**
CAR CHAIR GROUP 2	15.90€ DAILY**	15.90€ DAILY**
BOOSTER SEAT GROUP 3	9.90€ DAILY**	9.90€ DAILY**
RIDE BABY CART	6.99€ DAILY **	NO AVAILABILITY
2nd DRIVER	25.00€ SINGLE AMOUNT**	25.00€ SINGLE AMOUNT**
CLEANING FEE	25.00€ SINGLE AMOUNT**	25.00€ SINGLE AMOUNT**
24H ASSISTANCE + TRUCK - Insurance with travel assistance, truck and taxi (when necessary).	5.00€ DAILY**	5.00€ DAILY**
INSURANCE RIMS & TIRES - Exempts the driver (s) from damage to the vehicle's rims and tires unless they result from your misuse of the vehicle.	15.00€ DAILY**	15.00€ DAILY**
INSURANCE SPAI (Personal Accident Insurance) for the driver and passengers covering death resulting from an accident, permanent disability and medical expenses. The following are excluded: Loss of documentation, fuel change, fines and misuse of the vehicle	6.75€ DAILY**	6.75€ DAILY**

In order to take advantage of the special conditions of each insurance, you must contract it before the start of the contract. It will not be allowed to take out insurance once the contract has already started.

PRICE TABLE FOR RATE UPGRADE

PANDA / SMART / VW UP / TWINGO / CITROEN C1 / CORSA / CLIO / TIPO / POLO / FABIA	
BASIC	PLUS
€ 30.00 **	50.00€ **
FIAT TIPO SW / SCALA / MERCEDES / FOCUS / VW GOLF / AUDI / CITROEN C4 / FIAT 500 X / VW T-CROSS / VW TAIGO / JEEP RENEGADE / SKODA KAMIQ / CROSSLAND / VW T-ROC / SKODA KAROQ / VW TIGUAN / JEEP COMPASS / TONALE / MOKKA / VOLVO / FIAT TIPO CROSS	
BASIC	PLUS
50.00€ **	80.00€ **
7 LUGARES / 9 LUGARES	
BASIC	PLUS
50.00€ **	80.00€ **

The rate upgrade is only authorized at the Rent Car counter, on the day of pick-up. It will not be allowed to upgrade the tariff after the contract has already started.

The above-mentioned value contains 16% VAT, for the Azores **

The above-mentioned value includes 22% VAT, for Madeira **