

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

This passenger vehicle rental agreement without driver is governed by the General Conditions, Particular Conditions, and the respective annexes, which form an integral part thereof, in accordance with the provisions of Decree-Law No. 181/2012 of August 6, as currently amended.

1. PURPOSE

Magic Islands Rent-a-Car, Unip. Lda, in its capacity as the LESSOR, rents to the LESSEE identified in the Specific Conditions of this contract, the motor vehicle specified, in the condition described in the Specific Conditions, in exchange for payment of the price corresponding to the daily rental rate applicable on the rental date, this amount being increased by the security deposit, if applicable, and/or any additional contracted fees/services.

2. LESSEE'S CAPACITY

1. Only drivers aged 19 or older, holding a valid driving license for at least 1 year and up to the age limit of 65, are authorized to enter into rental agreements with Magic Islands Rent-a-Car Unip. Lda., either directly or indirectly.
2. When vehicle reservations with Magic Islands Rent-a-Car Unip. Lda. are made through its online partners, the company reserves the right to verify the Lessee's age and may refuse to enter into the rental agreement if it determines that the Lessee does not meet the eligibility requirements set out in paragraph 1 of this clause.
3. At the time of vehicle pick-up, the contract holder and any additional drivers must present a Citizen Card / Passport / Driving License in physical form.
4. If the LESSEE has deliberately provided false information to MAGIC ISLANDS RENT-A-CAR, including but not limited to identity, address, email, phone contact, or validity of the driving license, MAGIC ISLANDS RENT-A-CAR reserves the right to charge the LESSEE for any 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, therefore, not properly authorized by the LESSOR, the LESSEE will be held responsible for any and all damages caused to the vehicle by such driver.

3. CONCLUSION AND DURATION OF THE RENTAL AGREEMENT

1. The rental begins and ends on the date, time, and location specified in the Particular Conditions for vehicle pick-up (Check-in) and return (Check-out), respectively.
2. If the LESSEE wishes to extend the rental period, they must contact the LESSOR in advance to check the availability of the vehicle or other vehicles, always subject to the LESSOR's approval.
3. The vehicle pick-up is preceded by a joint inspection by the LESSEE and the LESSOR, during which an inspection report is prepared, included in the "Particular Conditions" document, which forms an integral part of this Agreement. The report describes the vehicle's condition and lists any existing defects and/or damages, being validated by both parties through their respective signatures.

MAGIC ISLANDS RENT-A-CAR is not responsible to the LESSEE, any third party, or other passengers for the loss, theft, or damage to goods left in the vehicle during or after the rental period.

4.RENTAL PRICE

- 1. All prices are determined based on the rates in effect at the time of the conclusion/reservation/payment of the contract/service/rental.**
2. The rental price of a vehicle is determined by the rate in effect at the time of its reservation or payment, for its respective category, and is due and payable at the time of reservation or pick-up, as applicable.
3. For the rental of the vehicle, the LESSEE agrees to pay the LESSOR the amount corresponding to the security deposit, as well as the total price resulting from the applicable daily/weekly/monthly rate and any additional services contracted, as detailed in the Particular Conditions.
- 4. The rate is calculated based on a 24-hour period, starting from the scheduled time contracted for the vehicle PICK-UP. Therefore, the 24-hour period begins at the scheduled PICK-UP time, as stated in the Check-in contract.**
5. If the vehicle is delivered to the LESSEE after the contracted time scheduled for PICK-UP, due to reasons not attributable to the LESSOR, such as a delay by the LESSEE in picking up the vehicle, this does not affect the start of the 24-hour period as stated in the previous clause. The vehicle must still be returned within the original time frame for the vehicle return, calculated from the scheduled PICK-UP time and not the time the LESSEE actually picked up the vehicle.
6. If the LESSEE wishes to return the vehicle to the company at a time different from the originally contracted time or extend the rental period, they must consult the LESSOR regarding the availability of the vehicle for the desired additional period and make payment for the remaining portion of the originally contracted period.
7. Such consent must be obtained in writing, where the company will present the price for the rental extension determined at the time of the LESSEE's extension request and/or the need to replace the vehicle, with the LESSEE proceeding to pay the rental amount due.
8. In the event of an extension of the rental, the LESSEE must keep a copy of the Contract related to the rental extension in their possession.
- 9. The amount specified in the previous clause may be increased by:**
 - a. The amount specified in the Particular Conditions for the vehicle recharging service, in the case of renting an electric vehicle;
 - b. The amount due for the contracting of additional insurance coverage/rates under these Terms and Conditions.
 - c. The amount specified in the Particular Conditions to be charged as administrative fees for the LESSOR's obligation to identify the LESSEE, as a result of violations of traffic rules or other legal provisions, in the amount of €25.00, including VAT;
 - d. The amount specified in the Particular Conditions for each additional driver, who must be properly identified in the contract (See table);
 - e. The amount specified in the Particular Conditions for any additional equipment contracted, to be mentioned at check-in; (see table)
 - f. The amount due for the vehicle return outside of business hours (before 7:30 AM or after 8:00 PM), in the amount of €35.00, including VAT;
- 10. Magic Islands Rent-a-Car, Unip. Lda. reserves the right to provide an UPGRADE of the vehicle (to supply a vehicle from a higher group/category than the one contracted) at no additional cost to the Lessee, whenever there is a logistical impossibility on the part of the Lessor to provide the contracted vehicle, without any obligation for prior notice.**
- 11. Mileage is unlimited.**

5.MANDATORY INSURANCE AND RATES

1. The mandatory insurance covers all rates and applies to the Lessee and/or the authorized driver, ensuring liability coverage up to a maximum amount of €50,000,000.00 and covering compensation for bodily and material damages caused to third parties.
2. The Lessee can choose from various types of rates, depending on the level of protection/liability reduction against damages.
3. Only the LESSEE and/or the authorized drivers may benefit from the liability reduction concerning the amount, in the case of contracting the Liability Reduction Rates (BASIC/PLUS/WHEELS & TIRES), and such services do not apply to third parties outside the contractual relationship.
4. The LESSEE may be responsible for paying for damages to the vehicle and/or any equipment or devices installed in it, up to the limit of the deductible chosen at the time of reservation/contract signing. The LESSEE may also opt for contracting rates that relieve them from responsibility for new damages, as specified in the Particular Conditions, without prejudice to liability for damages caused by intent, negligence, or those not covered by the insurance of the contracted rate.
5. Accidents caused by the Lessee and/or authorized driver due to negligence, intoxication, drug use, or failure to comply with the rules of the Highway Code and other applicable Portuguese legislation, render the liability exclusion/limitation rates ineffective, resulting in full responsibility for the party responsible for the accident, without prejudice to any civil or criminal liability they may incur.
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, improper use of the vehicle, including but not limited to driving in areas or for purposes other than those intended, such as on unpaved roads, forest trails, or beaches, use in sports events or training, whether official or not, and transporting goods above the limit specified in the technical specifications and/or the Vehicle Registration Document, the LESSEE will be responsible for the full repair costs and compensation corresponding to the downtime of the damaged vehicle, even if a deductible reduction service was contracted.
7. In the event of an accident, with or without the submission of a DAAA (Friendly Accident Declaration), the Lessee is responsible for paying for the damages caused to the vehicle and its downtime, up to the maximum deductible amount in effect during the contract period, if they were at fault for the accident, unless the responsibility is assumed by another party involved in the accident.

6.RATES

A) BASE RATES

At the time of reservation, the LESSEE may choose one of the following three rates:

1. DISCOUNT RATE

- This rate includes the mandatory insurance;
- It includes the rental amount at the daily rate at the time of the reservation/contract.
- Payment of a security deposit in the amount of €1,500.00.
- Payment of a cleaning fee in the amount of €25.00 to be made at PICK-UP;
- Shuttle (Transfer) service, in the amount of €20.00.
- The lessee does not benefit from any coverage/liability limit regarding the amount in case of vehicle damage or accident, including underbody damage, and may be held liable for

the full repair costs without a maximum limit.

- The security deposits must be paid by debit card in the name of the rental agreement holder at the time of vehicle pick-up.
- Virtual cards, Revolut, or cards belonging to a person/entity not party to the contract will not be accepted.
- The amount of the security deposit will be fully refunded to the Lessee at the end of the rental, upon return of the vehicle in the same condition it was picked up.
- Commercial transactions are the responsibility of SIBS, and the security deposit refund transaction may take up to 14 business days to be completed, due to factors not attributable to and beyond the control of Magic Islands Rent-a-Car.
- Please note 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. Therefore, the amount appearing on your credit card statement may differ from the amount specified in this rental agreement as the security deposit.

2. BASIC RATE

- This rate includes the mandatory insurance.
- This rate includes partial coverage for damages caused by accident, collision, rollover, theft, or fire, where the LESSEE will only be liable for the damage amount up to the maximum deductible limit of €750.00, except for underbody damage.
- The Lessee does not benefit from any liability exclusion regarding the amount in case of **underbody damage, rims, or tires**.
- It includes the rental amount at the daily rate at the time of the reservation/contract.
- Payment of a security deposit in the amount of €750.00.
- Payment of a cleaning fee in the amount of €25.00 to be made at PICK-UP.
- Shuttle service, in the amount of €20.00.
- The security deposits must be provided via debit card in the name of the rental agreement holder at the time of vehicle pick-up.
- Virtual cards, Revolut, or cards belonging to a person/entity not party to the contract will not be accepted.
- The amount of the security deposit will be fully refunded to the Lessee at the end of the rental, upon return of the vehicle in the same condition it was picked up.
- Commercial transactions are the responsibility of SIBS, and the security deposit refund transaction may take up to 14 business days to be completed, due to factors not attributable to and beyond the control of Magic Islands Rent-a-Car.
- Please note 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. Therefore, the amount appearing on your credit card statement may differ from the amount specified in this rental agreement as the security deposit.

3. PLUS RATE

- This rate includes the mandatory insurance.
- This rate exempts the Lessee from liability, covering damages caused by accident, collision, rollover, theft, or fire, reducing the Lessee's liability by 100% according to the vehicle segment, making it the best choice for traveling with peace of mind.
- **Underbody damage, rims, tires, and negligence are not covered**
- It includes the rental amount at the daily rate at the time of the reservation/contract.

- Payment of a cleaning fee in the amount of €25.00 to be made at PICK-UP.
- Shuttle service, in the amount of €20.00.

B) ADDITIONAL RATES (See Table)

The Lessee may also hire the following additional rates:

1. SPAI:

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

2. RIMS & TIRES:

- Exempts the driver(s) from liability for damages to the vehicle's rims and tires, unless they result from improper use of the vehicle.

It is prohibited to drive the vehicle on unpaved roads (dirt roads/gravel paths/footpaths/etc.), regardless of the contracted rate. The rental agreement will be void, and the customer will be responsible for paying for any damages caused to the rented vehicle in violation of this provision. The rates are valid only for paved roads/urban roads, and the lessee may be held liable for damages/cleaning in the event of contract non-compliance.

7. VEHICLE DELIVERY AND RETURN

1. Under these terms and conditions, the LESSEE shall conduct a joint inspection with the LESSOR regarding the condition of the vehicle, in order to verify the good condition of the tires, noting any pre-existing damages in the specific conditions, as well as the respective equipment, accessories, and documents. The LESSEE agrees to return the vehicle in the same condition it was received, at the company's premises:

A) Island of São Miguel: RUA CRISTIANO FRAZÃO PACHECO N.º 16, ARRIFES, PONTA DELGADA.

B) Island of Madeira: RUA DR. JOÃO ABEL FREITAS, PI 3 BA, FREGUESIA E CONCELHO DE MACHICO.

2. The LESSEE agrees to return the vehicle on the date, at the location, and time specified in the Specific Conditions, to an employee of the company, along with the respective accessories, documents, and in the same condition of use and cleanliness in which it was delivered, unless otherwise agreed, within business hours (Monday to Sunday, from 7:30 AM to 8:00 PM).

3. Returning the vehicle outside the company's premises or outside business hours will incur an additional cost according to the current price list, available and attached to this contract (see table).

4. If the LESSEE wishes to extend the rental period, they must contact the LESSOR in advance to extend the contract, in order to check the availability of the vehicle, which is subject to the LESSOR's approval. The LESSEE must make the payment for the additional rental period when required.

5. If the vehicle is not returned at the agreed time and date, the LESSEE must compensate MAGIC ISLANDS RENT-A-CAR as indemnity, with a daily monetary amount until the vehicle is returned, calculated based on three times the daily rental rate specified in the specific conditions on the date.

6. In the case of the previous number, the Lessee who is in default may also incur civil or criminal

liability for the recovery of the vehicle and/or compensation for damages suffered and legal costs incurred due to the use of appropriate legal proceedings to recover the vehicle.

7. The LESSEE is responsible for all losses or damages, including theft or robbery of the vehicle, if it is not returned to a duly identified employee of MAGIC ISLANDS RENT-A-CAR for this purpose.

8. If the vehicle is returned to a location different from the agreed one, due to imperative or duly justified reasons, a return fee of €150.00 including VAT will be charged.

9. If the vehicle presents defects, damages, or levels of dirt contrary to its prudent and normal use, requiring repair by MAGIC ISLANDS RENT-A-CAR or an extraordinary and deep cleaning of the exterior/interior of the vehicle, instead of a simple and regular cleaning, the LESSEE will compensate MAGIC ISLANDS RENT-A-CAR for the respective cost of repair and/or extraordinary cleaning. (See table)

10. At the time of vehicle return, the LESSOR and the LESSEE will jointly inspect the vehicle to check for any new defects and/or damages, which, if present, will be noted in the corresponding field of the inspection report 'Specific Conditions – Check-out,' which is an integral part of this contract, and which will be validated by both parties through their respective signatures.

The LESSEE's refusal to sign the Check-out does not exempt them from potential liability arising from the period during which the rental was in effect.

8.OBLIGATIONS OF THE LESSOR

The LESSOR's obligations are:

- a) Provide the terms and conditions of the rental to the LESSEE before the signing of the Contract, namely the general and specific conditions, and offer any necessary clarifications to ensure full understanding.
- b) Deliver the vehicle to the Lessee after payment and the formalization of the rental contract.
- c) Inform the LESSEE in advance about the activation of the security deposit due to damages to the vehicle, including the evidence and the cost of the damages.
- d) Provide, free of charge, a 24-hour assistance service to the LESSEE for reporting any unusual situations that may occur during the execution of this contract.
- e) Ensure the provision of an equivalent service or the availability of a higher-class vehicle in case of unavailability of the previously contracted or reserved vehicle, or in the event of a breakdown, at no additional cost to the LESSEE – **UPGRADE**.

9. OBLIGATIONS OF THE LESSEE

1. The LESSEE agrees to:

- a) Use the vehicle in a normal and prudent manner, complying with the law, especially the Road Traffic Code, ensuring that the vehicle is locked in a safe location when not in use, not leaving any related documents inside, although always carrying them, and ensuring the appropriate fuel is used.
- b) Return the vehicle at the end of the rental period in the same condition of use, maintenance, and cleanliness in which it was delivered, along with the respective equipment and documents.
- c) Ensure that the vehicle is properly locked when not in use.
- d) Ensure that the vehicle is refueled with the appropriate fuel or charged as required.
- e) Do not smoke inside the vehicle.
- f) Contact the LESSOR immediately in case of a breakdown or malfunction of the vehicle and obtain their prior approval for repairs.

- g) Pay the price corresponding to the rental in exchange for the vehicle and the additional charges/services arising from the execution of this contract, as well as any extra fees or services contracted by the lessee that were not included in the initial contract, whose payment is required by MAGIC ISLANDS RENT-A-CAR, either at the time of service acquisition or at the end of the contract.
 - h) Pay the amount of €70.00 (seventy euros), VAT included, in case of loss or damage to the vehicle's documents.
 - i) Pay the amount of €100.00 (one hundred euros), VAT included, in case of the need for extraordinary cleaning of the vehicle.
 - j) The cost of repair and damages caused by the Lessee, after assessment, due to willful misconduct or negligence, including but not limited to impact, collision, overturning, immobilization, theft, or robbery of the vehicle, after the appropriate information/communication of the estimated prices by a certified entity to the customer (see the Rate Table).
 - k) Pay the Lessor the price due for refueling the missing fuel upon return of the vehicle, based on the price per liter at the time of vehicle delivery.
 - l) Pay the toll fees, whether physical or electronic, and parking meters, when applicable. MAGIC ISLANDS RENT-A-CAR is not responsible for any payments resulting from non-settlement within the legal deadline.
 - m) Pay the additional administrative costs that may be charged, particularly for the identification of the driver in case of an infraction, in the amount of €25.00, VAT included.
 - n) Inform MAGIC ISLANDS RENT-A-CAR as soon as possible if the vehicle is seized, subject to lien, attachment, theft, robbery, requisition, confiscation, or any other offense against the property, possession, or custody of the vehicle.
2. The LESSEE agrees not to use, nor allow the use of, the vehicle:
- a) To transport passengers or goods in violation of the law.
 - b) For sporting events 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 capacity.
 - d) By drivers not identified in the Specific Conditions of this Contract.
 - e) Outside the national territory, without the express authorization of the LESSOR for such purpose.
 - f) It is strictly prohibited to smoke in any vehicle. If it is found that the customer has smoked in the vehicle, a cleaning fee of €100 (VAT included) will be charged for the interior of the vehicle, regardless of the type of Tariff contracted.
3. Without prejudice to civil liability, the LESSEE, under penalty of exclusion from insurance coverage, shall not allow the vehicle to be:
- a) Driven by a person not identified and accepted by MAGIC ISLANDS RENT-A-CAR, as stipulated in the Contract or any annex or amendments that are an integral part thereof; under the influence of alcohol, narcotics, or any similar state of disturbance that, directly or indirectly, reduces their perception and reaction capacity; or by someone holding a valid driver's license for less than 1 year, depending on the group to which the vehicle belongs.
 - b) Be used to push or tow any vehicle or trailer or any other object, with or without wheels; for sports events or training of any kind, whether official or not; for transportation in violation of the law, including what is stated in the Vehicle's Single Automotive Document.
 - c) The LESSEE is prohibited from performing the following actions with respect to the vehicle,

its documents, tools, parts, and components: subletting, lending, transferring, selling, encumbering, or in any way offering as collateral; altering, modifying, or placing any advertising or commercial markings.

- d) The LESSEE is solely responsible for any fines, penalties, and other sanctions imposed by the Courts and Administrative Authorities as a result of administrative and criminal proceedings for violations of the Road Traffic Code, tolls, parking, or any other offenses committed with the vehicle during the rental period.
- e) The LESSEE is expressly prohibited from transporting/traveling with the vehicle outside the island where the vehicle was checked in/picked up.
- f) The Contract will be automatically terminated if the vehicle is used under conditions that constitute a breach of the agreement, and MAGIC ISLANDS RENT-A-CAR has the right to recover the vehicle at any time and by any means, without prior notice. The associated costs will be solely the responsibility of the LESSEE, without prejudice to any indemnities that may be due to MAGIC ISLANDS RENT-A-CAR or third parties, if applicable.

10. PAYMENT AND RETURN OF THE SECURITY DEPOSIT

A) PAYMENT

- 1. Cash payments are not accepted.
- 2. Only physical payment cards from the Visa and Mastercard networks will be accepted, provided they are in the name of the person holding the rental contract.
- 3. Maestro cards, virtual cards, and others are not accepted, and the LESSOR reserves the right to refuse to enter into the vehicle rental contract.
- 4. 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 customer's request, by sending an email to INFO@MAGICISLANDS.PT.
- 5. All commercial transactions are the responsibility of SIBS, and they may take up to 14 business days to be completed. Please note 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. Additionally, please be advised that the amount appearing on your credit card statement may differ from the amount specified in this rental agreement as the security deposit, due to this factor, which is not attributable to the LESSOR.

B) DEPOSIT

- 1. The LESSEE must provide a security deposit via debit card, making the payment based on the contracted rate, an amount that will be specified in the "Specific Conditions."
- 2. Your sentence is already in good English! If you'd like any adjustments or further assistance, feel free to let me know.
- 3. The security deposit paid at the beginning of the contract by the Lessee will be refunded at the end of the contract, upon the return of the vehicle, provided that it is returned in the same condition it was delivered.
- 4. At the time of the vehicle return by the Lessee to the Lessor, if the vehicle shows any anomalies resulting from the rental period during which the Lessor entrusted the vehicle, particularly "new damages," these will be noted on the check-out contract, and the security deposit will be retained until liability is determined.
- 5. If the Lessee is found responsible for the damages, they will be informed of the repair costs resulting from the damages caused. If the rate contracted by the Lessee does not absolve

them from this responsibility (PLUS RATE – see table) or alternatively reduces their liability (BASIC RATE – see table), they will be given the opportunity to exercise their right to dispute and settle the full and actual payment.

6. Alternatively, the Lessee may authorize the Lessor to charge the repair costs to the security deposit amount.

7. The remaining amount of the security deposit, in the situation outlined in the previous paragraph, will be refunded to the Lessee.

8. If the Lessee does not agree with the payment for the damages, the Lessor reserves the right to claim such amounts through legal means, retaining the security deposit as a guarantee for the fulfillment of the contractual obligations.

11. FUEL POLICY

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

The LESSEE agrees to return the vehicle in accordance with the contracted fuel policy, under the following terms:

a) As a rule, the vehicle is delivered and must be returned with a full tank of fuel, or the cost of the missing fuel will be charged to the Lessee. For all advertised rates, the fuel policy is full-to-full.

b) "Full to Full" Option: The LESSEE agrees to return the vehicle to the LESSOR with the same level of fuel that was present at the time of pick-up.

c) In case of non-compliance, the LESSOR will charge the amount corresponding to the missing fuel.

2. Electric Vehicles

The LESSEE agrees to return the vehicle with at least 70% battery charge, or with the same percentage it had at the time of pick-up, or the cost of recharging will be charged to them.

12. MAINTENANCE AND REPAIR OF THE VEHICLE

1. If the LESSEE notices any technical issue with the vehicle during **business hours (7:30 AM to 8:00 PM)**, they must immediately immobilize the vehicle and contact MAGIC ISLANDS RENT-A-CAR at +351 912261378.

1.1. If the LESSEE notices any technical issue with the vehicle **outside of business hours**, they must contact the vehicle's insurance provider, whose contact details are attached to the vehicle documents inside the vehicle.

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

3. Towing expenses, both within and outside the country, due to improper use of the vehicle, will be the responsibility of the LESSEE.

4. The Renter must take all necessary protective measures to maintain the Vehicle in the same condition it was delivered. Specifically, they must carry out regular inspections of the Vehicle's oil, water, and tire pressure.

5. In the event of introducing fuel and/or substances of a different type than those used by the vehicle, the RENTER is responsible for the costs related to the complete replacement of the fuel, disassembly and cleaning of the tank, engine tuning, and other damages caused to the vehicle.

13.ACCIDENTS, THEFTS, ROBBERIES, FIRES

- a) The Renter must immediately or, as soon as possible, report to MAGIC ISLANDS RENT-A-CAR and the police authorities any accident, theft, robbery, and/or fire, even if partial.
- b) Except in cases where it is not possible, particularly in situations affecting the safety or integrity of the Renter, for example, they should not leave the scene of the accident, theft, robbery, and/or fire before the arrival of MAGIC ISLANDS RENT-A-CAR assistance service or the Police.
- c) The Renter must provide the police authorities with the actual circumstances of the accident, theft, robbery, or other situation, including the date, time, location, and the names and addresses of any witnesses, if available.
- d) In case of an incident, complete the friendly accident report, if applicable, and obtain the name and address of the third parties involved in the accident, along with the license plate, make, insurance company, and policy number of the third-party vehicle, whenever possible.

14.COMPENSATION FOR DAMAGES

1. The LESSOR and the RENTER must, at the time of vehicle pickup, conduct a joint inspection to determine the vehicle's condition at that moment, and any pre-existing damages must be noted.
2. The RENTER accepts the vehicle in its condition as determined after this inspection.
3. Upon the return of the vehicle, it will be inspected by both the LESSOR and the RENTER to check for any new damages that were not present on the vehicle at the time of pickup.
4. If the RENTER is not present at the time of the damage inspection, the LESSOR must complete a report stating the existence or absence of damages on the vehicle, which must be sent to the RENTER within five business days for their acknowledgment.
5. In the event that the vehicle is not returned in the same condition in which it was delivered, the RENTER may be required to cover the cost of the damages up to the limit of the deductible, in accordance with the terms and conditions stated herein, as well as the specific conditions agreed upon at the time of the contract, under the following terms:
 - a. The LESSOR will send the RENTER, within a reasonable period, a written communication detailing the damages and providing evidence, along with a repair estimate for the damages.
 - b. If the RENTER disagrees with their responsibility for the damages or with the amounts presented in the repair estimate, they may dispute the charges with the LESSOR, providing any relevant evidence, within 15 days.
 - c. The amount provided as a security deposit will be retained by the company to guarantee the proper fulfillment of the contractual obligations until the RENTER's responsibility is determined.
 - d. After receiving the dispute/objection from the RENTER, the LESSOR will provide a response within 15 days, according to which:
 - i) If the RENTER provides proof that the damages to the vehicle were not incurred during the period in which the vehicle was rented to them, the LESSOR will proceed with the full return of the security deposit.
 - ii) If the RENTER's responsibility is proven, the amount of the security deposit corresponding to the damages will be retained by the LESSOR as compensation for the damages caused by the RENTER to the vehicle owned by Magic Islands Rent-a-Car, Unip. Lda., up to the maximum limit of the contracted Rate.
 - iii) If the amount withheld from the security deposit exceeds the amount of the damage, the LESSOR will refund the remaining balance of the security deposit to the RENTER.
 - iv) Alternatively, the RENTER may make the payment for the damages, in exchange for the full return/reimbursement of the security deposit.

e. The decision made under paragraph d) of this clause is always subject to challenge by the RENTER.

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

1. The confirmed reservation may be canceled or modified up to 48 hours before the start of the reservation/rental (**valid only for the Plus rate**), with a full refund of the amount paid, through the same payment method used, minus any bank and/or administrative fees (€30.00, including VAT).
2. If the RENTER books the Discount / Basic Rate, the cancellation of the reservation/rental is non-refundable.
3. If the customer decides to terminate the Contract before its completion, the amount corresponding to the days during which the vehicle was not used (including taxes) will not be refunded, as compensation.
4. If the RENTER fails to appear for more than 1 hour after the scheduled check-in time, without prior notice from the RENTER, it will be considered a "No-Show," and the reservation will be automatically canceled without a refund of the amount paid, as compensation for the loss caused to the LESSOR.
5. The prior notice referred to in the previous number must be made via email, whenever possible, indicating the reservation number and the contract holder, in order to avoid the "NO-SHOW."
6. In cases where the RENTER does not have access to email, they must notify the company through alternative channels, such as the LESSOR's phone number, always providing the reservation number and the name of the contract holder, keeping the call for proof purposes.

16. JURISDICTION AND ALTERNATIVE DISPUTE RESOLUTION

1. In case of a dispute, the applicable law is Portuguese law.
2. Unless otherwise agreed, in case of a dispute for contracts concluded on the island of São Miguel, the competent court is the Judicial Court of the District of the Azores.
3. Unless otherwise agreed, in case of a dispute for contracts concluded on the island of Madeira, the competent court is the Judicial Court of the District of Madeira.
4. The RENTER is also informed that, in case of a dispute on the island of Madeira, they may resort to the Consumer Dispute Arbitration Center of the Autonomous Region of Madeira (CACCRAM), an alternative dispute resolution (ADR) entity, 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 of the Council.
5. MAGIC ISLANDS RENT-A-CAR is not bound by any legal obligation or requirement to adhere to necessary arbitration imposed by any alternative dispute resolution entity for consumer disputes. For more information about the available entities for promoting extrajudicial resolution of national and cross-border disputes under Law No. 144/2015 of September 8, when initiated by a consumer against a supplier of goods or service provider and related to contractual obligations arising from purchase and sale or service contracts between suppliers of goods or service providers established in Portugal and the EU and consumers residing in Portugal and the EU, please consult the Consumer Portal (WWW.CONSUMIDOR.PT) or ACRA – Consumers Association of the Azores Region, Rua de São João, 9500-022, Phone: 927394721.
6. Consumer information under Article 18 of Law No. 144/2015. In case of a dispute, the consumer may resort to an Alternative Dispute Resolution entity for consumer disputes: CNIACC – National Center for Information and Arbitration of Consumer Disputes - [HTTP://WWW.ARBITRAGEMDECONSUMO.ORG/](http://WWW.ARBITRAGEMDECONSUMO.ORG/) Faculty of Law, Nova University of Lisbon –

Campolide Campus, 1099-032 Lisbon – Phone: 213847484 – Email: CNIACC@FD.UNL.PT For more information, visit the Consumer Portal WWW.CONSUMIDOR.PT

7. Without prejudice to the previous paragraph, the RENTER may file a complaint with the LESSOR in the physical Complaints Book, available at their premises, or through its electronic format, available at <https://www.livroreclamacoes.pt/inicio>.

17. PERSONAL DATA

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

Under the General Data Protection Regulation, Magic Islands Rent-a-Car, as the data controller, will process the Customer's personal data for various purposes: customer management, 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 phone; age; address; tax number; passport number and issuance date; or citizen card and validity date; driving license number and issuance date; email.

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

The RENTER agrees to the Particular and General Conditions of this Contract, which have been duly explained to them, and acknowledges their rights and obligations, which they commit to observe and respect.

The RENTER expressly authorizes MAGIC ISLANDS RENT-A-CAR to make physical and/or digital copies of the Citizen Card and the driving license, and to keep the respective copies for the period strictly necessary for the purposes in question.

At any time, the RENTER has the right to access their personal data, as well as, within the limits of the contract and the General Data Protection Regulation, to modify, object to, or restrict its processing, decide on its automated processing, withdraw consent, request the deletion of data, and exercise other rights provided by current legislation, except for data that is essential for contract execution, which must be provided, or necessary to comply with legal obligations to which the LESSOR is subject.

If the data subject withdraws their consent, this does not affect the legality of the processing carried out until that date.

The RENTER will be notified, as provided by the GDPR, in the event of a breach of their personal data that could result in a high risk to their rights and freedoms.

The RENTER may file complaints with the National Data Protection Commission (CNPD).

(TABLE)
(What these Terms and Conditions refer to)

EXTRAS AND ADDITIONAL COVERAGE

Service Supplement Tariff

SERVICE SUPPLEMENTS	Extras	Description	Valor
	Airport	Shuttle Service (Transfer)	€20.00 (pick-up - drop-off)
	Out-of-Hours Fee	Applicable when the vehicle is not returned with the fuel level agreed upon at the time of pickup.	35.00€ (pick up) 35.00€ (drop off)
	Fuel	Applicable when the vehicle is not returned with the fuel level agreed upon at the time of pickup.	Up to €100.00 (Depending on the fuel shortage in the tank)
	Travel for Assistance	A fee will be applied in cases of incidents resulting from: use of incorrect fuel, running out of fuel, loss or breakage of keys, keys locked inside the vehicle, tire punctures, flat battery, among others.	From €25.00 to €65.00
	Tank Cleaning	Amount applicable in case of the need to change fuel, referring exclusively to labor. This amount does not include any damage to the engine or mechanics resulting from the use of incorrect fuel. The amount presented is subject to the additional cost of refueling the tank with the correct fuel.	From €150.00 to €300.00
	Smoking Fee	If it is found that smoking occurred inside the vehicle, a fee will be applied for cleaning and odor removal.	100.00€
	Extraordinary Cleaning	An additional fee will be charged whenever the vehicle is returned in a condition of cleanliness that exceeds what is acceptable under prudent and regular use	100.00€
	Loss of Vehicle Documentation	Amount applicable in case of loss of the vehicle documentation, namely the registration certificate, insurance policy, and document holder.	70.00€
	Handling Infractions	Administrative fee to be applied whenever there are violations by the Renter that require the company to identify the driver to the competent authorities.	25.00€
	Damage Managemen	Cost applicable for damage to the vehicle, regardless of the customer's responsibility in the occurrence of such damage.	45.00€
	No Show	Fee applied to all customers who do not show up or fail to start the rental within the scheduled time	Valor pago da reserva
	Reservation Cancellation Fee	The cancellation fee is applied to cover administrative costs and potential losses associated with the preparation of the rental.	30.00€

SUPPLEMENTARY INSURANCE *	SPAI Insurance	Personal accident insurance for the driver and passengers covering: death resulting from an accident, permanent disability, and medical expenses. Excluded are: loss of documentation, fuel replacement, fines, and improper use of the vehicle.	€6.75 / day
	Wheels & Tires Insurance	Exempts the driver(s) from liability for damage to the vehicle's wheels and tires, unless caused by improper use of the vehicle.	€15.00 / day
	24h Assistance + Towing	Seguro com assistência em viagens, reboque e táxi (quando necessário).	€5.00 / day
OTHER EXTRAS**	Group 0 Car Seat	Car Seat - (0-18 KG – 0 Months to 4 Years) - Easily installs in both rearward and forward-facing positions.	15.90€ / day
	Group 1 Car Seat	Car Seat 9 - 18 kg (1 - 3 Years)	15.90€ / day
	Group 2 Car Seat	Car Seat 18+ kg (3 - 6 Years)	15.90€ / day
	Group 3 Car Seat	Booster Seat (6 - 12 Years)	9.90€ / day
	Additional Drive	Additional driver, maximum of 1 driver per rental contract. For insurance coverage, the driver must be properly listed on the rental contract.	€25.00 per rental
TARIFF UPGRADE */***			
PRICE PER GROUP	Rates	Group	Value
	Basic	Panda I10 Up Sandero Polo Jazz Ibiza I20	30.00€ / day
	Plus	Fabia Clio A1 Mazda 2 OUTROS	50.00€ / day
	Basic	X40 Tucson T-Roc T-Cross Taigo Scala Qashqai Puma Octavia Asx Kuga Kauai Karoq Kamiq Juke I30 Hr-V Golf Gla Focus Tipo Eclipse Duster Captur Bayon B180 Austral Arona A250e A200 A 250 Fiat 600 500 X 180d Bmw 116 OUTROS	50.00€ / day
	Plus		80.00€ / day
	Basic	Vivaro Vito Tourneo Kodiahq Jogger Glb	50.00€ / day
	Plus	OUTROS	80.00€ / day

* IT IS ONLY POSSIBLE TO PURCHASE SUPPLEMENTARY INSURANCE, OTHER EXTRAS, AND TARIFF UPGRADES AT THE TIME OF PICK-UP. These services cannot be added during the rental period.

** If the Tenant needs to hire "Other Extras", namely **car seats**, it is necessary to make a reservation and pay for them in order to ensure the service at the time of Check-in. The company informs that the hiring of "Other Extras", namely **car seats**, only upon arrival, is limited to the existing stock, so it is advisable to hire them in advance.

*** RATE UPGRADE is applicable when the Tenant has previously contracted a rate other than the one desired. It is only possible to UPGRADE the rate at the time of PICK UP. It is not possible to upgrade during the rental contract.

PRICE LIST			
ACCIDENT	DISCOUNT	BASIC	PLUS
Damage Below	From: €800.00 to €1500.00	From: €200.00 to €750.00	From: €800.00 to €1500.00 (Negligence)
Crankcase	From: €500.00 to €1500.00	From: €500.00 to €750.00	From: €500.00 to €1500.00 (Negligence)
Glasses	From: €150.00 to €1500.00	From: €150.00 to €750.00	-
Rearview Mirrors	From: €200.00 to €1500.00	From: €200.00 to €750.00	-
Wheels / Tires / Rims	From: €200.00 to €1500.00	From: €200.00 to €750.00	From: €200.00 to €1500.00
Vehicle Stoppage/Day	Contracted Daily Value	Contracted Daily Value	-
Trailer	From: €120.00 to €150.00	From: €120.00 to €150.00	From: €120.00 to €150.00
Replacement Vehicle	N/A	N/A	Subject to availability
BREAKDOWN	DISCOUNT	BASIC	PLUS
Engine (Negligence)	From: €200.00 to €1500.00	From: €200.00 to €750.00	From: €200.00 to €1500.00
Clutch (misuse)	From: €200.00 to €1500.00	From: €200.00 to €750.00	From: €200.00 to €1500.00
Radio	From: €150.00 to €250.00	From: €150.00 to €250.00	From: €150.00 to €250.00
Replacement Vehicle	According to Rent Car availability	According to Rent Car availability	According to Rent Car availability
Keys (copy)	From: €150.00 to €450.00	From: €150.00 to €450.00	From: €150.00 to €450.00

The Magic Islands employee,

The Renter,

Made in duplicate, with one copy remaining in the possession of each party.

All amounts mentioned include
16% VAT for the Azores | 22% VAT for Madeira
Effective from May 1, 2025.