

## **\*\*General Rental Terms and Conditions\*\***

The present General Rental Terms and Conditions (hereinafter referred to as "General Conditions") govern the contractual relationship between the Rental Company, SOLO RENT A CAR (hereinafter referred to as "the Lessor") and the Client (hereinafter referred to as "the Lessee"). These conditions stipulate that the Lessor grants the Lessee the use of a vehicle for the term, price, and other conditions agreed upon in the rental contract drafted and signed by both parties, as well as in these General Conditions contained in this document. In case of any discrepancy between the content of the General Conditions and the Specific Conditions of the contract signed by the parties, the latter shall prevail.

### **\*\*1. Purpose of the Contract\*\***

The purpose of this contract is to establish the terms for the rental of vehicle(s) and van(s) without a driver for private transportation, according to the clauses stipulated herein, in which both parties agree to the conditions proposed by the Lessor, "SOLO RENT A CAR ". The Lessee agrees to rent a vehicle from the selected group for the duration of the contract. It is not guaranteed that the Lessee will receive a particular model, nor does the Lessee have the right to a specific vehicle. Therefore, the rental is not linked to a specific vehicle, but a vehicle belonging to the same group of similar vehicles, in terms of technical characteristics and habitability, may be assigned to the Lessee. The use of the rented vehicle is exclusively for private transportation, such as for the customer's touristic use. The use of the vehicle for any other purpose, including commercial, profitable, or professional purposes, is prohibited. The contract will be formalized and signed at the premises of the Lessor, "SOLO RENT A CAR". It is the responsibility of the Lessee to always carry the valid rental contract during its duration.

### **\*\*2. Vehicle Condition\*\***

The Client (hereinafter referred to as "the Lessee") receives the vehicle in perfect condition and commits to returning it in the same state. The Lessee must preserve and drive the vehicle in compliance with the rules established in the Spanish Road Traffic Code and as stipulated in these General Conditions. The Lessee will be responsible for expenses and damages resulting from non-compliance, and in such cases, the deposit will be retained without refund until the situation is resolved by the technician assigned by the company. The vehicle is delivered with all necessary documentation, accessories, and components in correct working order, maintenance and bodywork checked, without deficiencies, except for any observations indicated in the rental contract at the time of delivery. The Lessee commits to returning the vehicle in identical conditions. If the Lessee observes any damage or visible flaw on the vehicle not described in the Rental Contract at the time of pickup, they must immediately inform one of the company's agents. It is imperative that such damages or defects be added to the contract and signed by both parties to ensure their acknowledgment. The Lessee has the

right to verify the state of the vehicle in their presence. If they do not request the corresponding modification, the rental company will consider that the Lessee has accepted the vehicle in the state described in the contract.

### **\*\*3. Required Documentation for Vehicle Pickup\*\***

To proceed with the vehicle pickup, the main driver must present the following mandatory documentation:

- Reservation number/Voucher.
- DNI, NIE, or a valid and current ID.
- Valid and current driving license; a type B license is required.

Provisional or learner licenses will not be accepted. It is essential that the client presents the documentation in its original format. Photocopied driving licenses or those in digital or electronic format are not accepted. The main reason for not accepting documentation digitally is that verification through QR code reading is exclusively the competence of traffic agents and security forces; therefore, the company is not authorized to accept it in this form.

**3.1. Grace Period for Vehicle Collection:** SOLO RENT A CAR will hold the reserved vehicle for a period of 120 minutes. If the client does not pick up the vehicle or inform the office of a possible delay within this time, the reservation will be marked as "NO SHOW" (not presented).

The vehicle will not be delivered if the contract holder and all additional drivers reflected in the same do not provide all the required documentation. All persons identified in the rental contract will be jointly responsible for all obligations assumed by the Lessee in the contract and for the payment of any amount due arising from the same.

### **3.2. Client Responsibility Regarding Documentation:**

- It is mandatory for any driver of the vehicle to be in possession of a valid and current driving license in Spain.
- The client must ensure that the insurance company accepts the driving license as a valid document. The vehicle can only be driven by the lessee or those persons expressly designated as authorized drivers in the rental contract. The Client must not allow any person not designated in the contract to drive the vehicle, being directly responsible for any damage or harm that may be caused in case of non-compliance.

### **\*\*4. Cancellations, Modifications, and No Shows\*\***

Package	With more than 48 hours notice	With less than 48 hours notice	In case of NO SHOW
<b>BASIC</b>	SOLO RENT A CAR WILL NOT refund 30% of the total rental price, plus €50 processing fee.	SOLO RENT A CAR WILL NOT refund 30% of the total rental price, plus €50 processing fee.	No amount paid for the rental will be refunded
<b>PREMIUM+</b>	Free	SOLO RENT A CAR WILL NOT refund 30% of the total rental price, plus €50 processing fee.	No amount paid for the rental will be refunded
*If the paid rental amount is less than the estimated amount for cancellation, there will be no refund, nor will any additional payment be required from the customer.			

**4.1. Cancellations:** Once the rental period for which the reservation has been made has started, cancellations or modifications will not be accepted, and therefore, no refund of any amount paid for the rental will be made.

Cancellation or modification is not possible after the period for which the vehicle was rented has started, therefore, it will not be possible and no amount paid for the rental will be refunded.

**4.2. Modifications:** Modifying the vehicle pickup date is not allowed, except in cases of flight delays or force majeure. In such circumstances, the client must request the modification of the reservation in writing, justifying their situation appropriately. Modifying the reservation may involve changes in the rental price. All requests for modifications or cancellations should be directed to the following email: [support@sologroup.net](mailto:support@sologroup.net).

**4.3. No Show:** Cancellation or modification is not applicable once the rental period has started, and therefore, no amount paid for the rental will be refunded.

A "No Show" will be considered in the following cases:

- The customer does not meet the requirements mentioned to pick up the vehicle.
- The customer does not provide the necessary documents to rent a vehicle.
- The customer does not provide an accepted payment method for the rental.
- The customer does not provide an accepted payment method for the deposit.
- The customer does not pick up the vehicle at the reserved time nor within the courtesy period.

**4.4. Charge Scale in Case of Delay:**

Delay up to 1 hour:	no charge
Delay up to 2 hours:	1 day's rental
Delay of 3 or more hours:	50 euros + 1 day's rental

If the customer collects the vehicle later than the scheduled time in the reservation or contract, the responsibility and charge fall solely on the customer.

The customer must immediately notify the reasons for the delay to ensure the delivery of the reserved vehicle. In this case, the reservation will be honored to keep the contracted vehicle for 24 hours from the agreed pickup time. After this period, the reservation will be automatically canceled, and no refund will be given.

### **\*\*5. Duration of the Contract\*\***

The duration of the rental period will be established according to the contract agreed upon between the parties. The minimum rental period is one day (24 hours), and the maximum rental period is 89 consecutive days, including any extensions.

**\*\*SOLO RENT A CAR\*\*** has vehicles with a limited retention period and mileage. Consequently, **\*\*SOLO RENT A CAR\*\*** reserves the right to replace the vehicle provided to the client during the rental period if the specified time or mileage limit is reached. If a vehicle change is necessary, a company representative will contact the client in advance.

The client will be required to return the vehicle to receive another one of equivalent or better quality. Rental days are counted in 24-hour periods from the exact time the client picked up the vehicle until its return, including the keys, documentation, accessories, and additional equipment belonging to the company.

The client must return the vehicle before the expiry of the contracted term at one of our offices, where the necessary procedures for the return and inspection of the vehicle will be carried out. The company offers a grace period of 60 minutes after the contract expiration time.

### **\*\*6. Early Return of the Vehicle\*\***

In the event that the vehicle is returned before the stipulated end date in the rental period, no refund of any amount of the agreed price will be made according to the general conditions of the contract. This action will be considered as a unilateral termination of the contract by the lessee.

### **\*\*7. Late Return\*\***

In the event that the vehicle is returned late by the client, they will be charged for the period from the end of the contract date to the exact date and time the vehicle is returned or recovered. Additionally, an extra fee as a penalty for the inconvenience caused, excess mileage, and all expenses and losses suffered by the company will be applied.

If the client fails to return the vehicle on the agreed date and there is no communication regarding the reason for the delay after one day, the company may consider this action as potential misappropriation of the vehicle. In such a case, the situation will be reported to the appropriate authorities.

Should the client continue using the vehicle after the specified rental period in the contract, any damage, harm, or liability incurred from that moment on will fall solely on the client. This will also result in the client being excluded from any previously contracted packages and will release the company from any liability arising from these acts.

If the client fails to comply with the agreed rental period, **\*\*SOLO RENT A CAR\*\*** is entitled to charge the corresponding amount for the rental from the end date of the contract until the vehicle is effectively returned. This includes costs for excess mileage, physical damage to the vehicle, and a penalty for the economic harm caused, accumulating this amount for each day of delay.

Moreover, if the client abandons the vehicle, an additional fee of 100 euros for its recovery will be applied, along with all associated expenses and costs.

If the Lessee breaches any point of the General or specific Conditions stipulated in the Contract, the Lessor reserves the right to withdraw the vehicle from the Lessee at any time, also demanding compensation for the damages and losses caused. The client must use the vehicle and act in accordance with traffic regulations and due diligence, as set out in the General Conditions of the contract. Failure to do so may mean that they are not covered by the contracted packages, being responsible for all damages and losses caused.

## **\*\*8. Contract Extension\*\***

**Advance Notice Time:** If the lessee wishes to extend the period of use of the vehicle beyond the initially agreed term, they must expressly notify via email to support@sologroup.net at least 24 hours before the end date and time of the rental period stipulated in the Contract. Furthermore, they must obtain an express and written authorization from **\*\*SOLO RENT A CAR\*\*** and immediately pay the additional amount corresponding to the rental and deposit.

**8.1 Duration of the Contract:** This contract will have a specific duration, established by the LEASE, with the option of extensions before the contract expiration day, through an addendum signed by both parties.

**8.2 Vehicle Availability:** The extension of the contract period is subject to the availability of the vehicle. In case of an extension, the client must bring the vehicle to one of the company's offices for inspection. If additional damages, excess mileage, or other discrepancies not reflected at the time of hiring are detected, a recalculation of the deposit amount will be made.

**8.3 Denial of Extension:** The company reserves the right to deny the request for an extension or renewal of the contract.

**8.4 Maximum Period of Extensions:** The maximum rental period, including extensions, is a total of 89 days. The initial deposit provided at the start of the rental contract cannot be used to pay for an extension of the initially agreed rental time. The contract can be extended for a

minimum of 24 hours, subject to the specific terms of the contract and the availability of the vehicle. The initial contract price will not apply for the extension; during the extension, the price established in the Current General Rate, available on the company's website, at its facilities, or through other means indicated by **\*\*SOLO RENT A CAR\*\***, will be applied.

The lessor reserves the right to reject extension requests for operational reasons or for breaches of the General Conditions of the Contract by the lessee. Once the rental period or its extension is completed, the same General Conditions will continue to apply if the client continues using the vehicle after the agreed rental time.

## **\*\*9. Vehicle Pickup\*\***

Pickup Locations:

- ❖ Málaga: Pickup address: Av. del Comandante García Morato 50, Málaga, CP 29004. SOLO RENT A CAR offers a free minibus transfer service to Málaga airport. For more details, follow the instructions on your voucher.
- ❖ Vans Málaga: Pickup address: C./Nicolás Gogol 3, Churriana, Málaga CP 29004. For more details, follow the instructions on your voucher.
- ❖ Marbella: Pickup address: Polígono Industrial Nueva Campana, nave 76, Marbella CP 29660, Málaga. In this case, the vehicle must be delivered directly to the office. The specific pickup address is clearly indicated in the rental contract.

## **\*\*10. Vehicle Return\*\***

Return Locations:

- ❖ Málaga: - During opening hours: **\*\* Av. del Comandante García Morato 50, Málaga, CP 29004. SOLO RENT A CAR offers a free minibus transfer service from the office to Málaga airport. Follow the instructions on your voucher. ☐**
- ❖ Vans Málaga: Pickup address: C./Nicolás Gogol 3, Churriana, Málaga CP 29004. For more details, follow the instructions on your voucher.
- ❖ Outside opening hours: Av. del Comandante García Morato, 20, Málaga, CP 29004 – “EASY PARKING.” SOLO RENT A CAR will provide instructions via prior customer communication by email.
- ❖ Marbella: - Nave 80, Polígono Industrial La Campana (Marbella), Málaga, CP 29660.
- ❖ During opening hours: The vehicle is returned directly to the office.
- ❖ - Outside opening hours: The vehicle is returned directly to the office, leaving the keys in the "SOLO RENT A CAR" marked mailbox. Follow the instructions on your voucher. The vehicle must be returned to the office on the date and time stipulated in the rental contract. The vehicle will be returned by the customer in the same condition as it was

delivered, along with all its tires, tools, auxiliary equipment, documents, and accessories.

❖ **Additional Procedures:**

1). Returns outside business hours: The Customer must inform the staff and obtain written authorization from the company for the return under these conditions. They must send photos of the vehicle's condition and its location to the company staff.

2). Post-return inspection: If the return is made outside office hours, the company staff will inspect the vehicle within 24 hours and issue a certificate with the vehicle's condition, which will be sent to the customer by email.

3). Customer responsibility: If the vehicle is returned outside office hours, the customer will remain fully responsible for the vehicle, including any damage, until the staff can locate it during office hours.

4). Personal belongings: The lessee must ensure all personal belongings are removed from the vehicle. SOLO RENT A CAR is not responsible for any items left in the vehicle. However, if any item is found, the lessee can request its shipment in writing to support@sologroup.net, and must first pay the associated shipping costs, which will be the sole responsibility of the lessee. The customer must return the vehicle during office hours, displayed at each of the lessor's branches, unless there is a written agreement otherwise.

**\*\*11. Vehicle Accident\*\***

In case of an accident, the customer must immediately notify SOLO RENT A CAR, providing the original accident report document duly completed and signed, along with the police report, within a maximum period of 24 hours from the accident. If the accident report does not clearly define all damages to the vehicle and accident details, this will be considered negligence by the customer and a contract breach according to the General Rental Conditions, and will result in exclusion under section 24 "Exclusions," which includes vehicle abandonment. Consequently, an additional charge will be applied for these concepts, without prejudice to the lessor's right to terminate the contract and claim damages, costs, and losses incurred.

Minimum data required in the accident report:

- License plate of the insured vehicle and the other vehicle involved, as well as driver details of both vehicles.
- Date of the accident.
- Exact accident location.
- Circumstances of the accident (version of events with possible maneuvers).
- Detailed description of damages to the insured vehicle and the other vehicle

The client must provide the company with the amicable accident report and/or police report, including all necessary information such as witness details, police or competent authority intervention, photographs, and any other evidence deemed appropriate to clarify the situation.

**11.1. Repair Restrictions:** The client must not take the vehicle to any workshop for repairs without prior authorization from the lessor. This action is prohibited by the company, as only the lessor has the authority to decide on the repairs and appropriate workshops to carry them out. If the client takes the vehicle to an unauthorized workshop without the company's written authorization, additional charges may be applied for the damages and losses this causes to the company.

**11.2. Replacement Vehicle Policy:** A replacement vehicle will not be provided if the accident was caused by the client's negligent driving or if traffic regulations were not followed. Replacement vehicles will only be provided at no cost in cases of mechanical failure not related to negligent or irresponsible conduct by the client, and provided there are no contract breaches by the client. In addition to any other compensation for damages as per the law, "SOLO RENT A CAR" will have the right to claim compensation for damages suffered if the vehicle sustains material damage during the rental period.

## **\*\*12. Payment Method and Deposit\*\***

**Payment of the Deposit:** The payment of the deposit is only accepted via a credit card in the name of the main driver.

Payments through debit cards, bank checks, prepaid cards, bank transfers, or payment links are not accepted. The deposit acts as a guarantee to ensure the fulfillment of the client's obligations at the start of the rental. This will be charged to the client's credit card and is denominated in euros.

The refund of the deposit will also be made in euros, and the process can take up to 30 days from the return of the vehicle, except in cases of incidents during the rental. If the client opts to pay the deposit with a debit card, they will be required to select the Premium+ package without the possibility of reducing the sum of the deposit.

The company reserves the right to retain the deposit in cases of accidents, mechanical failures attributable to actions of the lessee, theft, fire, or similar situations, until the matter is resolved and it is determined that the client has no fault or responsibility. The total loss of the deposit up to the amount owed by the client to the company occurs when there is a breach of the conditions established in the contract.

If the amount owed exceeds the deposit amount, the company reserves the right to claim the full extent of the damage and losses caused by the vehicle's downtime, even withdrawing funds from the bank account used for the payment of the deposit or rental payment.

**12.1. Payment for Vehicle Rental:** The accepted forms of payment for the vehicle rental include credit cards, debit cards, bank transfers, payment links, or cash in euros. Payments through bank checks are not accepted. Payment must be made using a method in the name of the main driver, and the holder of the credit or debit card must be present at the time of payment. All payments must comply with the current legislation regarding payment methods for the service of vehicle rental without a driver.

### **\*\*13. Driver's Age\*\***

General Requirements: The minimum age to rent with **\*\*SOLO RENT A CAR\*\*** is 21 years old. The driver must possess a valid driving license recognized in Spain, with a minimum validity of one year. Certain vehicles may have restrictions for younger drivers.

**13.1. Young Drivers (21 to 25 years):** Drivers in this age range are considered "young drivers" and must purchase a mandatory supplement. –

**13.2. Drivers from 26 to 69 years:** No additional supplement will be applied to drivers in this age range unless the driving license has been issued between 1 to 4 years ago. In this case, it is necessary to purchase the mandatory "Young Driver" supplement.

**13.3. Drivers Over 69 Years Old:** **\*\*SOLO RENT A CAR\*\*** reserves the right to refuse service to drivers over the age of 69. –

**13.4. Driving License:** A full type 'B' driving license is required. Provisional or learner licenses will not be accepted.

**13.5. Additional Drivers:** A maximum of three additional drivers per rented vehicle is allowed. The customer must pay a supplement for each additional driver specified in the rental contract.

**13.6. Driving Restrictions:** Driving by persons not listed in the rental contract is prohibited and constitutes a breach by the customer. In the event of an accident, the customer will assume the corresponding civil and/or criminal liability, in addition to all responsibilities arising from their actions.

### **\*\*14. Fuel Policy\*\***

The customer will receive the vehicle with a full fuel tank and must return it in the same condition. If the fuel tank is not full at the time of return, the customer will need to pay for the missing fuel, plus an additional refueling service charge, which covers the management of refilling the tank by **\*\*SOLO RENT A CAR\*\***.

If during the rental a low level of AdBlue is indicated, it is the customer's obligation to refill the AdBlue tank. Any mistake in the type of fuel or AdBlue refilled can cause severe damage to the vehicle. In such cases, the customer will be responsible for compensating **\*\*SOLO RENT A CAR\*\*** for all damages incurred, as well as for the economic losses resulting from the vehicle being immobilized due to incorrect refueling or the lack of necessary refueling.

### **\*\*15. Extras and Additional Charges Not Included in the Rental\*\***

Extras and additional charges that are not included in the basic rental services must be specifically contracted by the customer. Both extras and additional surcharges will be included in the final invoice.

#### EXTRAS OR SUPPLEMENTS:

Accessory	1 Day	Maximum
Baby seat (0 – 15 kg)	6€	120€
Child seat (15 – 36 kg)	6€	120€
Booster seat (15 – 36 kg)	6€	120€
GPS Navigator	6€	120€
Young driver Groups; A, CH, CO, CA, C, CE, CJ, F, BP, BF, CG, CD, CL, H, N, CQ, AK, BI, BN, CB, BG, BJ, R, CP, BO, CF, DF, B, S, AW, CC, BQ, CZ, CK, W, P1, M1, M2, M3, G1, G2, G3, G4, G5, PA, PB, MA, MB, MC, GA, GB, GC, GD, GE, GF, EA.	18€	270€
Young driver Groups; AF, AP, AT, CU, CV, DE, DD, M, P, K, X, Q, CR, BV, AC, CX, L, Y, Z, BU, T, AJ, BT, BY.	38€	570€
Young driver Groups; BK, AX, BR, DA, AZ, CS, AQ, BS, CW, BY, CY.	58€	870€
Young driver Groups; AI, BD, BE, AS, AV, AM, BL, BM, DB, AU, DC, CT.	78€	1170€
Additional driver/s (Maximum 3)	6€	120€

**\*\*GPS Accessories and Other Devices:\*\*** These are reserved without commitment and delivered based on availability.

The Client is solely responsible for requesting, as well as for the proper use and installation of accessories and devices (baby seat, child seat, booster seat, navigator, etc.), which will be delivered to the Client and must be requested from the staff. In any case, the Client will be exclusively responsible and must carry out the installation, placement, execution, checking and verification of the correct use and use of the accessories, assuming all consequences and responsibilities otherwise, in no case will the company or its staff be responsible. The rental

company with respect to the accessories and devices in the vehicle is limited to delivering them to the Client after prior communication from the Client.

The rental company is limited to delivering these accessories upon customer request and does not assume responsibility for personal or material damage caused by incorrect use, improper installation of these devices, or manufacturing defects.

#### ADDITIONAL CHARGES:

Reason for Additional Charge	Compensation
Roadside Assistance	45€ / Hour
Anti-Smoking Cleaning	100€
Extraordinary Vehicle Cleaning (more than 20 minutes)	150€*
Refueling Management (due to lack of fuel)	19€
Out-of-Hours Delivery/Return	45€
Excess Mileage	Price according to vehicle group per extra kilometer.
Damage Management Fee	45€
Administrative Management	45€
Cancellation Fee	50€ plus 30% of the total rental sum
Fine Management	45€
Crossing the Border Without Permission	390€
Vehicle Downtime, Price to be determined by;	Days + Season
Late Return Charge (+daily rental rate)	50€
Abandonment of the Vehicle Charge	100€ + Kilometers, Losses and Expenses

**\*\*Extra Cleaning Fee:\*\*** This will be applied if the vehicle is returned in a state that requires deeper cleaning than the usual standard cleaning cycle to prepare it for the next rental. If it is necessary to resort to a specialized cleaning company, the cost will be indicative and will depend on the estimate provided by such company.

#### LOST OR BROKEN ACCESSORY

Accessory	Approximate Compensation/EUR
Vehicle Key	300€ - 1500€
Emergency Triangle	10€
Reflective Vest	20€
Vehicle Floor Mats	50€ - 400€
Antenna	10€ - 200€
Vehicle Documentation	10€

Navigation/GPS System	100€
Baby Seat (0 – 15 kg)	150€ - 500€
Child Seat (15 – 36 kg)	100€ - 200€
Child Booster Seat (15 – 36 kg)	20€ - 50€
Trunk Cover	100€ - 500€
Loss of Puncture Kit	50€
Loss of Spare Tire	100€ - 500€
* All prices are indicative and depend on the specific situation and circumstance, as well as the actual expense involved.	

### **\*\*16. Vehicle Use\*\***

The client is obligated to use the vehicle with due diligence, according to its characteristics, and in compliance with the current motor vehicle traffic regulations, as well as the stipulations set forth in these General Conditions. At all times, the client must avoid situations that could cause damage to the vehicle or to third parties. The client will be responsible for all damages and expenses that arise from their non-compliance.

In the event that the Lessee violates any of the terms established in the General Conditions or in the specific clauses of the Contract, the Lessor **\*\*SOLO RENT A CAR\*\*** reserves the right to withdraw the vehicle from the Lessee at any time. Furthermore, the Lessor may request compensation for the damages caused.

### **\*\*17. Administrative Fee for Processing Fines\*\***

An administrative fee will be applied to the client for the management and processing of any fines, penalties, or incidents issued by the competent authority related to the rented vehicle during the rental period. This fee is in addition to the amount of the fine or penalty, which must be paid exclusively by the client to the corresponding authority. The standard charge for the management and clarification of each sanction file during the rental is set at 45 euros.

### **\*\*18. Use of the Vehicle\*\***

The client is authorized to drive the rented vehicle exclusively within the peninsular territory of the Kingdom of Spain and Gibraltar, excluding Ceuta, Melilla, the Canary Islands, and the Balearic Islands.

**\*\*IMPORTANT NOTE\*\*** Vehicles may only be driven within mainland Spain and Gibraltar. Access to the Canary Islands, the Balearic Islands, Ceuta, Melilla and any other area

not mentioned is prohibited. Failure to comply with this restriction is subject to a penalty that is contractually binding and may result in the termination of the contract.

The client will be fully responsible for all expenses and economic losses caused by their non-compliance.

### **18.1. Client Obligations:**

- Use and drive the vehicle in compliance with the current Traffic Code and according to the usage specifications of the type of vehicle rented.
- Always keep the rental contract accessible while driving the vehicle.
- Protect minors using mandatory restraint devices. SOLO RENT A CAR is exempt from any liability for the lack of use or incorrect installation of these devices.
- Use the vehicle only on roads recognized as public roads and avoid driving on unauthorized or poorly maintained roads that could damage the vehicle.
- Refrain from using the vehicle in races, contests, speed tests, or any similar activity.
- Not use the vehicle for driving practices, endurance tests of materials, accessories, or automotive products.
- Not use the vehicle in risk situations, especially when alerted to this through the vehicle's indicators.
- Not transport people in exchange for economic compensation or commit criminal or punishable acts with the vehicle.
- Not drive the vehicle under the influence of alcohol, drugs, extreme fatigue, or any other condition that prevents safe driving.
- Not use the vehicle to tow, push, or transport vehicles or objects.
- Not transport hazardous, toxic, or flammable substances that violate legal provisions.
- Not transport the vehicle by boat, train, truck, or plane, or drive it in restricted areas such as ports, airports, or oil facilities.
- Not move the vehicle outside the peninsular territory of the Kingdom of Spain, with the exception of Gibraltar.
- Ensure an adequate distribution of the load so as not to exceed the maximum authorized weight.
- Not sublease, mortgage, sell, or use the vehicle or its documentation as a guarantee.
- Prohibition of smoking inside the vehicle and of transporting animals or pets.
- In the event of an accident, theft, fire, vandalism, or disappearance of the vehicle, notify the police and SOLO RENT A CAR within 24 hours by email at [support@sologroup.net](mailto:support@sologroup.net), file the corresponding report, and hand over the vehicle keys.

**18.2 Insurance and Responsibilities:** The rental includes Mandatory Automobile Liability Insurance against third parties, subject to the exclusions and deductibles applicable according to the policy. The client must take care of their personal belongings inside the vehicle, as SOLO RENT A CAR is not responsible for stolen, forgotten, or lost items.

**\*\*19. Deposit Amount\*\***

1) Vehicle groups and their corresponding deductibles:

GROUPS	DEPOSIT AMOUNT WITH BASIC PACKAGE	DEPOSIT AMOUNT WITH PREMIUM+ PACKAGE
A, CH, CO, CA, C, CE, CJ, F, BP, BF, CG, CD, CL, H, N, CQ, AK, BI, BN, CB, BG, BJ, R, CP, BO, CF, DF, B, S, AW, CC, BQ, CZ, CK, W.	1,150€	250€
AF, AP, AT, CU, CV, DE, DD, M, P, K, X, Q, CR, BV, AC, CX, L, Y, Z, BU, T, AJ, BT, BY.	1,750€	Package Not Available
BK, AX, BR, DA, AZ, CS, AQ, BS, CW, BY, CY.	2,500€	Package Not Available
AI, BD, BE, AS, AV, AM, BL, BM, DB, AU, DC, CT.	3,500€	Package Not Available
Vans; P1, M1, M2, M3, G1, G2, G3, G4, G5, PA, PB, MA, MB, MC, GA, GB, GC, GD, GE, GF, EA.	350€	Package Not Available

2) Definition of categories with their corresponding groups and franchises:

<b>Tourism Vehicles</b>
Franchise €1,150 for groups: A, CH, CO, CA, C, CE, CJ, F, BP, BF, CG, CD, CL, H, N, CQ, AK, BI, BN, CB, BG, BJ, R, CP, BO, CF, DF, B, S, AW, CC, BQ, CZ, CK, W.
Franchise 1750€ for groups: AF, AP, AT, CU, CV, DE, DD, M, P, K, X, Q, CR, BV, AC, CX, L, Y, Z, BU, T, AJ, BT, BY.
Franchise 2500€ for groups: BK, AX, BR, DA, AZ, CS, AQ, BS, CW, BY, CY.
Franchise 3500€ for groups: AI, BD, BE, AS, AV, AM, BL, BM, DB, AU, DC, CT.

<b>Vans</b>
Franchise €750 for categories – Vans (small and medium)
Groups: P1, M1, M2, M3, PA, PB, MA, MB, MC.

Franchise €1200 for categories – Vans (large and platform)

Groups: G1, G2, G3, G4, G5, PA, PB, MA, MB, MC, GA, GB, GC, GD, GE, GF, EA.

The deposit for the assigned vehicle can be determined by consulting:

- The reservation confirmation.
- The rental contract.
- On the website [www.solorentacar.com](http://www.solorentacar.com), and for vans, the website is [www.solofurgonetas.com](http://www.solofurgonetas.com).
- By communicating with any SOLO RENT A CAR office.

### **\*\*20. Roadside Assistance\*\*** -

**\*\*"BASIC" Package:\*\*** For customers who choose the "BASIC" package, an additional cost will be applied for the roadside assistance service. The amount that the customer must pay for each assistance requested within the province of Málaga is €45 per request. –

**\*\*"PREMIUM+" Package:\*\*** For customers who opt for the "PREMIUM+" package, the cost of roadside assistance is included in the service.

**\*\*Assistance Outside of Málaga:\*\*** If assistance is required outside the province of Málaga, in addition to the base amount of €45, the customer will need to pay the travel expense, which is calculated based on mileage and labor costs according to the time spent providing the services.

**\*\*Definition of Roadside Assistance:** This service offers 24-hour roadside assistance and includes at no additional cost the repairs that can be performed on-site at the location of the breakdown, towing service to transport the vehicle to the nearest workshop (up to a maximum of 50 km), and a taxi to transport the customer to a nearby location or to our offices.

### **\*\*21. Van Rental Conditions\*\***

All vans come with the "Basic Package" included by default.

The conditions for van rentals are as follows:

Deposit: 350 €	For groups: P1, M1, M2, M3, G1, G2, G3, G4, G5, PA, PB, MA, MB, MC, GA, GB, GC, GD, GE, GF, EA.
Deposit payment method	Credit card in the name of the main driver

Franchise €750 for groups of vans	P1, M1, M2, M3, PA, PB, MA, MB, MC.
Franchise 1200€ for groups of vans	G1, G2, G3, G4, G5, GA, GB, GC, GD, GE, GF, EA.

VAN MILEAGE POLICY	
Vehicles allowed to circulate only in mainland Spain and Gibraltar	
PERIOD	KILOMETERS
1 - 11 days	400 km / day
12 - 30 days	4800 km / contract
Más de 31 days	160 km / day
Price per extra kilometer: 0,15 € / 1 extra km	

**\*\*22. Mileage Policy for Tourism Vehicles\*\***

CAR MILEAGE POLICY				
Vehicles may only circulate in mainland Spain and Gibraltar				
For vehicle groups	1 to 20 days contract	21 to 30 days contract	31 days or more contract	Price for additional km
A, CH, CO, CA, C, CE, CJ, F, BP, BF, CG, CD, CL, H, N, CQ, AK, BI, BN, CB, BG, BJ, R, CP, BO, CF, DF, B, S, AW, CC, BQ, CZ, CK, W.	UNLIMITES	UNLIMITED	100 KM / Día	0.25€ / 1 Kilometer
AF, AP, AT, CU, CV, DE, DD, M, P, K, X, Q, CR, BV, AC, CX, L, Y, Z, BU, T, AJ, BT, BY.	150 km / day	3000 km / contract	100 KM / Day	0.5€ / 1 Kilometer
BK, AX, BR, DA, AZ, CS, AQ, BS, CW, BY, CY.	150 km / day	3000 km / contract	100 KM / Day	1.5€ / 1 Kilometer
AI, BD, BE, AS, AV, AM, BL, BM, DB, AU, DC, CT.	150 km / day	3000 km / contract	100 KM / Day	2.5€ / 1 Kilometer

**22.1. Unlimited Kilometrage.** SOLO RENT A CAR offers vehicles exclusively for private transport, ideal for tourist use by the customer. It is strictly prohibited to use the vehicles for any other purpose, including commercial, profitable, or professional purposes. In the event that the vehicle records excessive mileage that does not correspond to the intended tourist use, or it is used for different purposes resulting in excessive mileage, SOLO RENT A CAR reserves the right to terminate the contract for breach of contract and claim compensation for damages.

**22.2. Purchase of Additional Kilometers:** Customers have the option to purchase additional kilometers to increase the total allowed mileage during the rental period. The number of additional kilometers purchased will be added to the initially established limit. It is important to note that additional kilometers must be purchased before the start of the rental.

### **\*\*23. Vehicle Damage and Courtesy Damage\*\***

**A. Vehicle Reception:** At the time of vehicle delivery, the client will receive detailed information about the vehicle's condition via email, along with their rental contract and general conditions, including photographs of any existing imperfections. If the client detects discrepancies between the provided information and the actual condition of the vehicle (such as unmarked damages or discrepancies in the fuel level), they must notify **\*\*SOLO RENT A CAR\*\*** within 15 minutes after finalizing the reservation and before leaving the parking lot or the lessor's facilities.

**B. Vehicle Return:** At the time of return, **\*\*SOLO RENT A CAR\*\*** agents will inspect the vehicle and prepare a report on its condition. If damages are detected that were not identified during delivery and are not covered by the liability exemptions of the contracted package, the coverage policy stipulated in that package will apply, except in cases of specific exclusions. The client will be directly responsible for all damages not covered by the contracted package, as well as for lost profits due to the downtime of the vehicle intended for commercial exploitation by **\*\*SOLO RENT A CAR\*\***.

If the client has contracted the **BASIC** or **PREMIUM+** packages, courtesy damages will not be considered for charges upon vehicle return, unless they are extremely visible, significant, and/or technical, affecting the commercial viability of the rented vehicle.

**C. Courtesy Damages:** Courtesy: damages are considered those that are less than 1 cm in diameter, such as chips, scratches, scuffs, or dents. Multiple damages within an area of 10 cm<sup>2</sup>, each less than 1 cm in diameter, will not be considered as courtesy damages, and therefore, the client will be responsible for these. A tool corresponding to the indicated measurements will be used for the evaluation of these damages.

**D. Excess of Damages over the Deposit:** If the costs for damages caused by the client exceed the amount of the deposit, **\*\*SOLO RENT A CAR\*\*** reserves the right to claim the full amount of consequential damages and lost profits due to the vehicle's downtime. This includes

withdrawing funds from the client's bank account used to pay the deposit. The client authorizes this action and will be responsible for any additional expenses and damages incurred.

**\*\*24. Contractable Packages. Breakdown of Contractable Packages\*\***

**\*\*Contractable Packages and Exclusion Policy\*\***: Available Packages:

Damage	Description	BASIC*	PREMIUM+**
Third-Party Liability		Yes	Yes
Theft of the vehicle		Yes	Yes
Vehicle Fire		Yes	Yes
Tires	Puncture	No	Yes
Bodywork; Hood, Fenders, Doors, Trunk, Roof, Front Bumper, Rear Bumper, Antenna	Scratch	No	Yes
	Hit	No	Yes
License Plate	Damage/Loss	No	Yes
Tow Truck	Less than 50km	No	Yes
24h Roadside Assistance		No	Yes
Damage Management		No	Yes
Front Windshield, Rear Window	Chip/fracture	No	Yes
Windows	Chip/fracture	No	Yes
Side Mirrors	Outer shell	No	Yes
	Glass/Mirror	No	Yes
Headlights (front/rear)	Scratch/Break	No	Yes
Tires	Scratch	No	Yes
<b>OTHERS</b>			
Free cancellation:	48 hours before the start of the rental	No	Yes
	No show	No	No
Groups: A, CH, CO, CA, C, CE, CJ, F, BP, BF, CG, CD, CL, H, N, CQ, AK, BI, BN, CB, BG, BJ, R, CP, BO, CF, DF, B, S, AW, CC, BQ, CZ, CK, W.	Deposit:	1,150 €	250 €

Groups: AF, AP, AT, CU, CV, DE, DD, M, P, K, X, Q, CR, BV, AC, CX, L, Y, Z, BU, T, AJ, BT, BY.	Deposit:	1,750 €	Not Available
Groups: BK, AX, BR, DA, AZ, CS, AQ, BS, CW, BY, CY.	Deposit:	2,500 €	Not Available
Groups: AI, BD, BE, AS, AV, AM, BL, BM, DB, AU, DC, CT.	Deposit:	3,500 €	Not Available

1. **\*\*BASIC\*\***: Included by default in all vehicles. This package follows the provisions in the quadrant of contractable packages, which includes Mandatory Third-Party Liability Automobile Insurance.

2. **\*\*PREMIUM+ (Plus)\*\***: This package must be contracted directly with SOLO RENT A CAR. Under Premium+, the client will not be responsible for the damages specified in the damage quadrant unless the damages fall under the detailed exclusions.

**\*\*IMPORTANT\*\***: Regardless of the contracted package, the client will be responsible for damages caused by using the vehicle contrary to traffic regulations, due to lack of diligence in its use or care, by violating the General Rental Conditions, or by incurring any of the cases of exclusions regulated in the exclusion list.

**\*\*Exclusion List\*\***

- Damages resulting from direct non-compliance with the terms and conditions of the rental contract.
- Fire caused by negligence.
- Failure to deliver the original key along with a complete police report and/or friendly report within 24 hours of an accident.
- Damages occurred while the vehicle was driven by someone not included in the contract.
- Incorrect use of fuel and expenses related to resulting mechanical failures.
- Loss and replacement of keys.
- Damages to the interior of the vehicle and its accessories.
- Damages incurred after the contract expiration date.
- Damages resulting from driving under the influence of alcohol or drugs.
- Charges for tow service more than 50 km away.
- In case of abandonment of the vehicle.

- Damages caused to the vehicle by the installation of unauthorized equipment.
- Unauthorized repairs and the consequent modifications, breakages, and repairs.
- Damages caused to another vehicle, death or bodily injury to a person or property due to negligence or reckless driving.
- Damages caused to the underside of the vehicle and related mechanical damages.
- Damages resulting from fraudulent, dishonest, illegal, or criminal activities committed by the client or their additional drivers.
- If the insurance company decides that this is not an insurable case, it will be considered a breach or negligence, and therefore it will not be covered by any package from SOLO RENT A CAR.
- Damages that arise during driving that severely infringes the traffic laws of the rental country.
- Damage caused outside the territorially authorized area.
- Carrying more passengers or weight in the vehicle than specified by the vehicle manufacturer or allowed by law.
- Damages caused to the vehicle when used to move, push, or tow other vehicles.

**\*\*Additional Exclusions:\*\***

- Theft due to acts of vandalism, negligence, or if the keys or any device used to open or operate the vehicle have not been removed from it.
- Damages occurred while transporting pets/animals.
- Lack of diligence in the use and/or care of the vehicle, avoiding any situation that may cause damage to the Vehicle or to third parties.

**\*\*Note:\*\*** SOLO RENT A CAR is not responsible for bank commissions or fluctuations in exchange rates. Extraordinary cleaning fees and damages directly or indirectly derived from war, acts of terrorism, nuclear risks, or participation in an active war, are also excluded.

**\*\*25. Early Termination of Vehicle Rental Contract\*\***

The parties may terminate the vehicle rental contract if there is a legal cause for doing so. The reasons for early termination of the contract are detailed below:

1. **\*\*Return of Payment Methods:\*\*** If any payment method provided by the customer is returned, the customer must make the payment immediately or comply with the payment

conditions previously agreed with SOLO RENT A CAR, otherwise, the contract may be terminated.

2. **Improper Use of the Vehicle:** If the customer uses the vehicle in a manner not suitable for its purpose or causes damage to it through fraud or gross negligence, including the lack of maintenance or required inspections.

3. **Violation of Driving Regulations:** This includes infractions such as exceeding the maximum permitted speed or driving under the influence of alcohol.

4. **Non-compliance with Contractual Provisions:** If the customer fails to comply with any of the provisions of the current vehicle rental contract, its General Conditions, or the particular conditions subscribed.

5. **Exceeding the Allowed Driving Territory:** If the customer drives the vehicle outside the permitted territory, i.e., the peninsular territory of Spain and Gibraltar, without prior, written, and explicit authorization from the lessor.

In case of contract termination, the customer must immediately return the vehicle, keys, documentation, and accessories to the lessor.

**SOLO RENT A CAR** will have the right to terminate the contract and retrieve the vehicle from its location, with all vehicle recovery costs and lost profits being the responsibility of the customer. Additionally, in the event of contractual termination, the lessor may claim for damages caused, including consequential damage (such as towing costs, expert assessments, legal costs, etc.) and lost profits due to the unavailability of the rented vehicle.

The daily amount of lost profits will be established based on the certificate on lost profits due to vehicle downtime issued by the National Business Federation of Rental Vehicles with and without Drivers (FENEVAL), by AECA, AESVA, or the corresponding expert or entity in the field.

## **26. Exemption from Liability**

The lessor **SOLO RENT A CAR** will be exempt from all contractual liability, in accordance with the provisions of Article 1105 of the Civil Code, in the event that the vehicle rental cannot be carried out due to force majeure or causes beyond its control.

## **27. Contract Modifications**

There are no agreements between the CLIENT and **SOLO RENT A CAR** that are not reflected in writing in the rental contract or in these general conditions. Any modification to these documents must also be made in writing and signed by both parties. The parties will sign

a rental contract (specific conditions) under the stipulations of this contract of General Rental Conditions.

## **\*\*28. Language\*\***

The CUSTOMER has access to these terms and conditions in Spanish and also has versions in different languages (Russian and English). In the event of discrepancies between the versions written in other languages (Russian and English), the version written in Spanish shall prevail and be the decisive one, and this shall be stated in the versions of the same written in other languages.

## **\*\*29. Customer Service\*\***

You can contact **SOLO RENT A CAR** Customer Service at the following email address: support@sologroup.net. Additionally, at all our facilities, you will find official complaint forms available, and our staff will be pleased to provide them upon request.

## **\*\*30. Remote Vehicle Location System\*\***

It is hereby informed and consent is obtained from the client that some vehicles from **SOLO RENT A CAR** may be equipped with a remote location system. This system allows for monitoring and controlling the vehicle's location, and it is particularly activated in cases where the vehicle exceeds the authorized geographical area, which will be considered a breach of contract.

**30.1. Purposes of Data Processing:** Vehicles from **SOLO RENT A CAR** are equipped with "connected vehicle" technology that processes location and vehicle status data, including, but not limited to, the expiration date for the next inspection, vehicle locking, speed, sensor status, or the activation of safety systems such as airbags. These data are used exclusively to:

- Manage the vehicle rental process.
- Prevent crimes against property, such as non-return of the vehicle within the agreed period or its use outside the agreed area.
- Fleet maintenance and care.
- Compliance with the terms of the rental contract.
- Establish, verify, and investigate vehicle damage or accidents.

**30.2. Legitimacy of Processing:** The processing of these data is based on the legitimate interest of **SOLO RENT A CAR** to protect its fleet and contractual rights, prevent, detect, or investigate unauthorized use of its vehicles and systems, and ensure compliance with laws

and company policies. Furthermore, it is based on the specific consent provided by the CLIENT when signing the vehicle rental contract.

**30.3. Category of Data Recipients:** In certain markets and for certain categories of vehicles, **SOLO RENT A CAR** works with external geolocation service providers. To prevent, investigate, and/or avoid property crimes, data may be transferred to authorities, investigative bodies, regulators, police forces, public administrations, debt collection agencies, experts, assistance providers, lawyers, solicitors, insurance brokers, and insurers.

## **31. Data Processing in Case of Damages, Accidents, and Violations**

**31.1. Purposes of Processing:** When you detect damages to our vehicles, if you or a third party cause damage to them, if traffic and vehicle circulation regulations are violated during your rental, or if you or a third party are involved in an accident with one of our vehicles, we will process your personal data, contact data, contractual data, financial data, and other relevant data for the following purposes:

- Receipt and examination of claims.
- Customer service in the event of an accident.
- Processing of damages.
- Handling of claims, including processing your information and that of third parties, such as the Police, the subsequent lessee, witnesses, among others. This processing also includes managing the mentioned data categories for the purpose of settling damages with insurers and insurance brokers. In relation to accidents and incidents, your personal, contact, and contractual data are also used to provide assistance through SOLO RENT A CAR's roadside assistance and mobility guarantee services.

Your data is also processed to comply with legal obligations, such as notifications to investigative bodies, identification of drivers in traffic violations, among others. In the event that competent authorities suspect that you have committed an infraction or crime with one of our vehicles, in addition to your stored personal data, data provided by the competent authorities will also be processed.

Furthermore, your personal, contact, financial, and contractual data, including those related to health, such as a medical report provided by the client as justification for early termination of the contract, will be processed for the purpose of securing and executing our claims against you, for example, in cases of non-payment or damage to our vehicles.

Our legitimate interest in processing your data for the purpose of damage settlement and executing our own claims against you lies in preventing damage to our company and ensuring the availability of undamaged vehicles for our customers. Additionally, based on contractual relationships with third parties, such as insurers, we are obligated to process your data to settle damages. Our legitimate interest in this context is to ensure the fulfillment of contracts.

31.2.\*\*Categories of Recipients of Your Data:\*\* If necessary, we disclose your data to the following recipients: authorities, investigative bodies, regulatory agencies, law enforcement agencies, public administrations, debt collection agencies, experts, assistance providers, lawyers and solicitors, insurance brokers, and insurers.

## **\*\*32. Use of the Navigation System (GPS)\*\***

During the rental period, the use of a navigation system (GPS) in the vehicle may result in the storage of navigation data within the device. Additional data may be stored in the rented vehicle when linking mobile phones or other electronic devices to the vehicle's system.

32.1. Customer Responsibility: If the CLIENT and/or driver does not wish for such data to remain in the rented vehicle after its return, it is their responsibility to ensure that these data are deleted before returning the vehicle. The data can be deleted by resetting the vehicle's navigation (GPS) and communication systems to their "factory settings."

32.2.\*\*Responsibility of SOLO RENT A CAR:\*\* It is not the responsibility of SOLO RENT A CAR to ensure the deletion of the mentioned data. After a period of 2 hours from the effective return of the vehicle to the LESSOR, the data related to the use of the navigation system will be deleted by default.

## **\*\*33. Data Privacy Policy\*\***

This legal text gives you details of how we collect and process your personal data through the use of our website [www.solorentacar.com](http://www.solorentacar.com), including any information you may provide us through the website when you request information or contract a service, register for our newsletter or provide your contact details through the form provided for this purpose.

By providing us with the data, we inform you that our services are not possible for those who are prevented by law from giving consent, so by sending us the forms you guarantee that you have sufficient capacity to give consent. „SOLO MARBELLA, S.L.,,, is responsible for your data.

The person responsible for data processing:

Data Controller: SOLO MARBELLA, S.L.

Tax ID: C.I.F.: B-93089928

Registered Office: Nave 76, Polígono Industrial La Campana, Marbella, Málaga, CP 29660. –

Phone: +34 951 509 999 –

Email: [support@sologroup.net](mailto:support@sologroup.net) –

Registry Details: Commercial Registry of Málaga, Volume 4825, Book 3733, Folio 62, Sheet MA-07336.

## 1. What Data Do We Collect?

The General Data Protection Regulation (GDPR) defines personal data as any information relating to an identified or identifiable natural person. This does not include anonymous or aggregate data. On our website [www.solorentacar.com](http://www.solorentacar.com), we may process certain types of personal data, which may include:

- Identity Data: first name and last name.
- Contact Data: email and address.
- Marketing and Communications Data: preferences for receiving marketing communications from us and preferred communication method.

We do not collect any data related to special categories of personal data (such as revealing your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, and information about your health, genetic or biometric data).

If you are asked to provide personal data by law or under the terms of a contract between us and you refuse to do so, we may not be able to fulfill that contract or provide the service, and you must inform us in advance.

## 2. How Do We Collect Your Data?

The means we use to collect personal data include the form on our website [www.solorentacar.com](http://www.solorentacar.com), through our contact email, by phone or postal mail, when:

- You request information about our products or services
- You contract our services or products
- Through technology or automated interactions: on our site we may automatically collect technical data about your equipment, browsing actions, and usage patterns. These data are collected through cookies or similar technologies. If you want more information, you can check our cookie policy published on the website.
- Through third parties:
- Google: analytical data or search data. Outside the European Union.

3. Purpose and Legitimacy for the Use of Your Data. The most common uses of your personal data are:

- For the formalization of a contract between SOLO RENT A CAR and you.
- When you give your consent for the processing of your data
- When we need them to comply with a legal or regulatory obligation

- When it is necessary for our legitimate interest or that of a third party.

The User may withdraw the consent given at any time by sending an email to support@sologroup.net or by consulting the section on the exercise of rights below.

We may process some personal data for an additional legal reason, so if you need details, you can send an email to support@sologroup.net.

4. Purpose: We will only use your data for the purposes for which we collected them, unless we reasonably consider that we need to use them for another reason, notifying you in advance so that you are informed of the legal reason for its processing and provided that the purpose is compatible with the original purpose.

5.Retention Period: They will be retained for the necessary time to fulfill the purpose for which they were collected and to determine any potential liabilities that may arise from that purpose and the processing of the data. The provisions in the different regulations regarding the retention period will be applicable as it applies to this processing.

#### 6. Your Data Protection Rights: How to Exercise These Rights?

Users may send a communication to the registered office of SOLO MARBELLA, S.L. or email address support@sologroup.net, including in both cases a photocopy of their ID card or similar identification document, to request the exercise of the following rights:

- Access to your personal data: you can ask SOLO RENT A CAR if they are using your personal data.
- To request their rectification if they are incorrect, or to exercise the right to be forgotten regarding them.
- To request the limitation of processing, in which case they will only be retained by SOLO RENT A CAR for the exercise or defense of claims.
- To object to their processing, SOLO RENT A CAR will stop processing the data in the manner you indicate, unless for legitimate reasons or for the exercise or defense of possible claims, they must continue to be processed.
- To data portability: if you want your data to be treated in another way.

SOLO RENT A CAR will facilitate the portability of your data to the new controller.

You can use the models provided by the administration or the competent authority. We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of the other rights mentioned above). This is a security measure to ensure that personal data are not disclosed to any person who does not have the right to receive them.

We handle all requests within the legally indicated period of one month. However, it may take us longer than a month if your request is particularly complex, or if you have made a series of requests previously. In this case, we will notify you and keep you updated.

The signing of the Contract, as expressly indicated by the Lessee, will be considered acceptance of the General and Specific Conditions specified in the contract, as well as authorization for the provisions in it.

7. Transfer of Personal Data. It is possible that, in the performance of our work, we may need the help of third parties who will only process the data to provide the contracted service:

- Service providers who provide systems administration and IT services.
- Professional advisors including lawyers, auditors, and insurers who provide banking, legal, insurance, and accounting consultancy services.

We only allow such processors to handle your data for specified purposes and in accordance with our instructions. However, you can request from us, in compliance with transparency, a list of who these companies are that provide us services by emailing support@sologroup.net.

8. Data Security. We have implemented appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorized way, altered, or disclosed. Additionally, we limit access to your personal data to those employees, agents, contractors, and other third parties who have a business need to know such data. They will only process your personal data according to our instructions and are subject to a duty of confidentiality.

We have implemented procedures to address any suspected personal data breach and will notify you and the Supervisory Authority in the event of a breach, as regulated by the GDPR in its articles 33 and 34, a security breach.

#### **\*\*34. Jurisdiction\*\***

In the event of any discrepancy regarding any issue that arises between the parties in relation to this contract, such as matters relating to its execution, interpretation, fulfillment, or resolution, the parties express their intention to waive any other jurisdiction to which they may be entitled, preferring the jurisdiction of the Courts and Tribunals of Marbella.

#### **\*\*35. Alternative Jurisdiction\*\***

Likewise, both parties agree that, waiving other jurisdictions, the lessor may make claims and take judicial and extrajudicial measures at the domicile of the lessee.

### **\*\*36. The Client\*\***

The client has been fully informed of everything stipulated in the contract, which is written in clear and easily understandable language, with both parties agreeing to the content herein.

The signing of the contract by the lessee implies acceptance of the general and specific conditions established therein. With this signature, I, the undersigned client, accept the condition in which the vehicle has been delivered to me and all the contents of this contract, as well as agree to pay the total rental price.

I understand that I may incur additional costs mentioned above in the rental terms and accept responsibilities as the lessee of this vehicle during the course of this agreement concerning the conditions specified in the terms and conditions of the rental agreement. Should any of these conditions be incurred, and when payment is made with a bank card.

The client expressly authorizes and has read the provisions relating to data, as well as the corresponding policy, contained in this contract, showing agreement by signing.

I authorize SOLO MARBELLA SL. to charge and deduct all costs, including accident fees, charges, fines, or administrative processes related to my operation of a vehicle owned by SOLO MARBELLA SL. under **the terms of the rental contract.**

Client's signature