

Carwiz Spain Rental Terms and Conditions

SSC365 ALQUILAR UN COCHE, S.L. trading as Carwiz

Version effective from 1 September 2026

1. Parties

This document is an agreement made between SSC365 ALQUILAR UN COCHE, S.L., trading as Carwiz, as the owner and rental company (Carwiz), and the Hirer whose particulars are entered on the front of the Rental Agreement (Hirer). This Agreement consists of the front of the Rental Agreement and the terms and conditions contained below.

Company details for notices and claims: SSC365 ALQUILAR UN COCHE, S.L.; CIF B56570963; registered and fiscal office Avenida Maisonnave 41, 3º, 03004 Alicante, Spain; office hours 08:00 to 22:00 Monday to Sunday; email office@carwiz.es; telephone +34 682 852 581.

2. Vehicle Description

Carwiz will let and the Hirer will take on hire the vehicle detailed on the Rental Agreement. Any vehicle provided under this Agreement is referred to as the vehicle. A reservation confirms only the vehicle group/category/SIPP code and does not guarantee a specific model, brand, fuel type, colour, engine type or equipment. If the reserved category is unavailable, Carwiz may provide an equivalent or higher category vehicle at no additional rental charge.

3. Authorised Drivers

The vehicle may be driven during the period of hire only by the Hirer and by any additional driver expressly named in the Rental Agreement and accepted by Carwiz. Each driver must present original physical identification/passport and an original valid driving licence; copies, scans, screenshots, digital PDFs and virtual credentials are not accepted.

Each driver must have held a valid driving licence for at least 2 years. Licences not printed in the Latin alphabet must be accompanied by a valid International Driving Permit and the original national licence. EU/EEA and Swiss licences are accepted if valid. Non-EU/EEA licences must be in Spanish or accompanied by an official translation or IDP and are valid for a maximum period of six (6) months from the date the holder acquires normal residence in Spain, after which they lose validity for driving in Spain unless exchanged or otherwise accepted under Spanish law.

The minimum rental age is 18 years. Drivers aged 18 to 24 inclusive are subject to a Young Driver Fee of 10.00 EUR per day, capped at 100.00 EUR per rental. The Senior Driver rules apply from age 70. Drivers aged 70 or over require prior written manager approval and a fee of 10.00 EUR per day.

4. Terms of the Hire and Vehicle Charges

Carwiz agrees to provide, and the Hirer agrees to purchase, the car rental services described on the Rental Agreement together with any mandatory or optional charges accepted at the counter or online. The hire terminates when the vehicle and keys are returned to the rental location and accepted by Carwiz.

Any unauthorised late return after a courtesy period of 59 minutes attracts a 50.00 EUR late return fee plus the cost of an additional rental day at the applicable public daily rate, taxes and surcharges. Vehicle hire charges are non-refundable and non-transferable. Early return, cancellation, voiding of the agreement or unused rental time gives no right to a refund or credit. A no-show, including failure to present required documents or a valid accepted physical credit card for the security deposit, may be charged at 100% of the reservation amount.

4.1 Airport collection requirement (effective 1 September 2026). To collect the vehicle, the main driver must present a valid boarding pass corresponding to an inbound flight arriving at Alicante Airport on the same day as the vehicle collection. The customer must also provide the inbound and return flight numbers. Failure to provide the required boarding pass and flight information may result in the vehicle not being released.

Collection or return outside standard office hours (08:00-22:00) or during official Spanish national holiday periods requires prior confirmation and is charged at 70.00 EUR per operation.

5. Other Products and Services

Carwiz may arrange, and the Hirer agrees to purchase where selected or required, additional products and services detailed on the Rental Agreement, including additional drivers, baby seats, child seats/boosters, Roadside Assistance Cover, WUG tyres and glass cover, Smart Cover (CDW+), Premium Cover (SCDW) and authorised cross-border travel.

Additional driver fee: 11.00 EUR per day, capped at 150.00 EUR per rental, up to 3 additional drivers. Baby seat 0-13kg: 10.00 EUR per day, capped at 100.00 EUR per rental. Child seat/booster 15-36kg: 8.00 EUR per day, capped at 80.00 EUR per rental. Availability is subject to stock.

6. Total Charges for Vehicle Hire and Other Products and Services (Including VAT):

The Hirer is responsible for all rental charges, optional products, supplements, deposits, damage charges, administration fees, penalties, fuel charges, cleaning charges, traffic/toll charges, taxes and any other amounts arising under this Agreement. All amounts stated in this Agreement are VAT included unless expressly stated otherwise.

The Hirer is responsible for the correct fitting and use of accessories supplied. Lost, stolen or damaged accessories are charged at actual replacement cost plus any handling, delivery, recovery or loss-of-use costs. The Hirer authorises Carwiz to charge the payment card and/or claim against the security deposit for all actual or consequential liability arising out of the Rental Agreement.

7. Acceptance of Rental Terms & Conditions

The Hirer agrees to be bound by all terms and conditions of hire. Signature of

the Rental Agreement confirms full acceptance of these terms, the selected coverages, the applicable excess, the security deposit and the schedule of charges. The Hirer acknowledges that he or she is liable for any excess, damage, loss, fee or charge due under this Agreement irrespective of fault where the Agreement so provides.

The primary Hirer must present an original physical Visa or Mastercard credit card in their own name, valid for at least 4 months, for the security deposit. American Express, prepaid cards, virtual cards, gift cards, third-party corporate cards and mobile wallet payments are not accepted for the deposit. Debit cards may be accepted only for settlement of rental charges and not for deposit blocking.

8. Use of the Vehicle

8.1 The Hirer must not use or allow the vehicle to be used for passenger transport for hire or reward, vehicle-for-hire services, subletting, driving lessons, racing, rallies, speed tests, contests, towing or pushing another vehicle, or any commercial or unlawful use unless expressly authorised by Carwiz in writing.

8.2 The Hirer must not allow the vehicle to be driven by an unauthorised driver, by any person without the required licence, or by any person under the influence of alcohol, narcotics, drugs, fatigue or any condition affecting safe driving. The vehicle must not be used in breach of road traffic law, safety law, loading limits, seat belt/child restraint requirements or any other applicable law.

8.3 The Hirer shall ensure that all reasonable care is taken when driving, parking and securing the vehicle; the vehicle is locked when not in use; no person interferes with the engine, transmission, braking, suspension, electronics or telemetry systems; and smoking is not permitted inside the vehicle.

8.4 The vehicle must be used only on paved and legally authorised public roads. Off-road use, dirt tracks, forest paths, sand, beaches, unpaved roads and similar surfaces are prohibited. Breach of this rule attracts a 200.00 EUR fee, cancellation of coverages and full liability for all damage and recovery costs.

8.5 Cross-border use is allowed only with prior express written authorisation from Carwiz and only to Portugal, France, Andorra and Gibraltar. Any other country, ferry, ship, island or inter-island travel, including Formentera unless expressly authorised in writing, is prohibited. The authorised cross-border supplement is 150.00 EUR per rental. Unauthorised ferry/inter-island use may be charged at 500.00 EUR and cancels coverages.

8.6 Reckless driving or serious/repeated speeding recorded by telematics may result in a 250.00 EUR charge, immediate termination of the Agreement, repossession of the vehicle and withdrawal of coverages. A physical copy of this Agreement must be kept in the vehicle throughout the hire and produced to enforcement officers on demand.

9. Petrol and Other Fuel

9.1 Unless agreed otherwise, the fuel policy is full-to-full. The vehicle is delivered with a full fuel tank and must be returned with a full fuel tank. If the tank is not full on return, the Hirer must pay the cost of missing fuel plus a 35.00 EUR refuelling service fee.

9.2 The Hirer is absolutely liable for incorrect refuelling, fuel contamination and any related towing, workshop, filter, cleaning, recovery and loss-of-use costs. All coverages are void in relation to damage or loss arising from wrong fuel or contaminated fluids.

9.3 For vehicles equipped with AdBlue, Carwiz delivers the vehicle with a correct level of additive. The Hirer must notify Carwiz immediately if an AdBlue warning appears and must follow Carwiz instructions. Failure to do so makes the Hirer liable for resulting damage and immobilisation costs.

10. Activation of Warning Lights, Breakdown and Mechanical Repairs

10.1 If any warning light is activated or if the vehicle requires mechanical attention, the driver must stop driving as soon as safely possible and contact Carwiz or the roadside assistance provider authorised by Carwiz.

10.2 The Hirer shall not arrange or undertake repairs, salvage, towing or roadside services without Carwiz prior written authority except where strictly necessary to prevent further damage to the vehicle or other property. Charges from unauthorised roadside assistance providers will be accepted only in cases of absolute urgency, must relate to official brand workshops where applicable, and require prior written authorisation wherever possible.

10.3 Roadside assistance may be charged depending on the selected protection. Roadside Assistance Cover costs 12.00 EUR per day capped at 96.00 EUR per rental. If a mechanical failure is not attributable to negligence, misuse or breach by the Hirer, the Hirer will not be charged for roadside assistance related to that inherent failure.

11. Accidents

11.1 In the event of any accident, collision, impact, vandalism, theft, damage or incident, the Hirer shall notify Carwiz within 2 hours of the event or discovery of damage, request attendance of the Local Police or Guardia Civil in any incident regardless of severity, and record full details of all parties, witnesses, vehicles, insurers and policy numbers involved.

11.2 The driver must complete the European Accident Statement / Friendly Accident Report with all available details and signatures. Failure to complete or provide the required accident report may result in a 150.00 EUR charge and loss of excess reductions or coverages.

11.3 The Hirer must not admit liability, settle claims, arrange repairs or salvage without Carwiz prior authority except to the extent necessary to prevent further damage. If an accident renders the vehicle unfit to drive, any replacement vehicle and any transfer of coverages are at Carwiz sole discretion and no refund is due for unused rental time.

12. Insurance

12.1 Subject to exclusions and the selected protection, the Hirer and authorised drivers may benefit from damage and theft protection for the vehicle and third-party liability protection as provided by applicable law, insurer terms and the Rental Agreement.

12.2 Basic CDW/TP is included in the basic rental rate and leaves the Hirer liable up to the applicable excess, generally from 900.00 EUR to 3,200.00 EUR depending on vehicle group, with the required deposit generally from 1,000.00 EUR to 3,200.00 EUR. Smart Cover (CDW+) partially reduces the excess, generally to 450.00 EUR to 1,700.00 EUR, with the required deposit generally from 550.00 EUR to 1,700.00 EUR, and costs approximately 20.00 EUR to 45.00 EUR per day depending on group, with a minimum billing of 2 rental days.

12.3 Premium Cover (SCDW) reduces the bodywork/paint/sheet metal damage excess to 0.00 EUR, reduces the required deposit generally to 200.00 EUR to 600.00 EUR, and includes WUG tyres and glass cover and complete roadside assistance. The daily price is generally 40.00 EUR to 65.00 EUR per day depending on group, with a minimum billing of 2 rental days. WUG alone covers tyres and glass only, does not modify the base excess or required security deposit, and costs approximately 15.00 EUR to 40.00 EUR per day depending on group.

13. Hirer's Liability for Damage

13.1 The Hirer is liable for damage, loss, theft, third-party damage, towing and recovery, loss of use, immobilisation, administration fees and associated costs up to the applicable excess, and without limit where coverages are excluded or void. Damage includes bodywork, paint, glass, tyres, wheels, roof, undercarriage, interior, keys, accessories, equipment, vandalism, theft, fire, towing, recovery and consequential loss.

13.2 The Hirer's liability applies separately to each accident, loss or incident, not once per rental. Damage administrative handling fee: 75.00 EUR per damage case. Vehicle technical immobilisation/loss of use: 250.00 EUR where applicable. Towing crane service activation without roadside insurance: 390.00 EUR base call-out cost plus distance or additional costs where applicable.

13.3 Lost, damaged or structurally broken vehicle keys: 250.00 EUR plus actual programming, replacement, delivery, vehicle recovery and related costs.

14. Collision Damage Waiver

14.1 CDW/TP, CDW+, SCDW, WUG and Roadside Assistance Cover reduce or manage liability only to the extent expressly stated in the Rental Agreement and these terms. They do not cover excluded events, negligence, breach of the Agreement or charges expressly excluded from cover.

14.2 No cover or excess reduction applies to negligence, wrong fuel, lost or damaged keys, vehicle interior damage, roof or undercarriage damage, off-road use, driving under the influence of alcohol or drugs, unauthorised drivers, unauthorised cross-border/ferry/island use, fines, administration fees, customer-fault towing or recovery, damage not reported according to police and Carwiz procedures, or any breach of this Agreement.

14.3 If a replacement vehicle is supplied, coverages apply to the replacement vehicle only if confirmed by Carwiz and may be subject to different excess, deposit or availability conditions.

15. Hirer's Liability for Cleaning Charges

15.1 If the vehicle is returned excessively dirty or requiring extraordinary cleaning, deodorising or specialised treatment, the Hirer is liable for the full cost of cleaning, repair and any consequent loss of use. Excessive dirtiness fee: 150.00 EUR. Seat/upholstery specialised stain treatment: 60.00 EUR per affected seat or area. Pet hair/pet cleaning: 120.00 EUR. Non-smoking policy infraction: 300.00 EUR.

15.2 Extraordinary cleaning includes heavy sand, mud, internal stains, animal dirt or hair, smoke smell, ash or residue, spilled drinks, milk, oil, paint or other fluids, perishable food, fish smells, vomit and any odour or contamination beyond normal wear and tear.

15.3 For a fee of 12.00 EUR per rental, the Hirer may return the vehicle without standard cleaning. This option does not cover excessive dirtiness or any cleaning described in clauses 15.1 and 15.2.

16. GPS DEVICES & OTHER ACCESSORY ITEMS

16.1 The vehicle may be equipped with GPS, telemetry, satellite positioning, on-board diagnostics (OBD) and related systems. These systems may collect location, speed, sudden acceleration, fuel level, mileage, diagnostic and security data for fleet security, contract performance, theft prevention, operational control, damage investigation and legal compliance.

16.2 The Hirer must not remove, disable, tamper with or interfere with any GPS, telemetry, OBD, accessory, safety equipment, documentation, reflective vest, warning triangle, child seat or other item supplied with the vehicle. Loss, damage, non-return or tampering is charged at actual replacement, repair, handling, recovery and loss-of-use cost.

17. Petrol and Administration Charges

17.1 The Hirer is personally and exclusively responsible for traffic fines, speeding infringements, parking sanctions, unpaid tolls, regulatory offences and related charges incurred during the hire. Carwiz may identify the Hirer to the relevant authority and charge an administration fee of 50.00 EUR for each

sanction or notice processed.

17.2 Refuelling service fee for lack of fuel: 35.00 EUR plus missing fuel. Wrong fuel/fuel contamination: actual cost. Omission or defect in reporting accident/friendly statement: 150.00 EUR. Prohibited off-road circulation: 200.00 EUR. Serious speeding/reckless driving via telemetry: 250.00 EUR.

18. Return of the Vehicle and Termination of the Hire

18.1 The Hirer shall, at or before the expiry of the term of hire, return the vehicle, keys, documents and accessories to the location specified in the Rental Agreement or obtain Carwiz consent to continuation of the hire. Changes to return date, time or branch are subject to availability and may not be possible.

18.2 If the vehicle is returned to a different office without prior consent, a 200.00 EUR unauthorised one-way fee may be charged plus crane recovery or other actual costs where applicable.

18.3 Carwiz may terminate the Agreement and repossess the vehicle at any time, without refund, where the Hirer breaches a material term, obtains the vehicle by fraud or misrepresentation, payment is in arrears, the vehicle appears abandoned, the vehicle is not returned on time, the vehicle is damaged, Carwiz reasonably considers the vehicle endangered, or authorities recommend termination in the interests of road safety. The Hirer must pay reasonable repossession, towing and recovery costs.

19. Calculation of Charges

19.1 Rental days are calculated by consecutive 24-hour periods, beginning at the earlier of the booked start time or actual start time and ending at the later of the booked finish time or actual finish time. A late return is charged after the 59-minute courtesy period as described in clause 4.

19.2 Extensions authorised by Carwiz are charged at the rate confirmed by Carwiz. All transactions under this Agreement are calculated in euros. The Hirer is responsible for exchange rate differences, bank charges, card fees and any variance between amounts charged and amounts refunded by card issuers or banks.

19.3 If a voucher, broker, agent or intermediary fails to pay Carwiz for the rental within the required time, the Hirer remains responsible for the full cost of the hire and agrees that Carwiz may charge the Hirer payment card or security deposit. The Hirer recourse, if any, is against the agent or intermediary.

20. Release and Indemnity of the Carwiz

20.1 To the maximum extent permitted by law, the Hirer releases Carwiz and its employees, representatives and agents from liability for loss or damage incurred by reason of rental, possession or use of the vehicle, except where caused by Carwiz negligence or where liability cannot legally be excluded.

20.2 The Hirer indemnifies and shall keep indemnified Carwiz and its employees, representatives and agents against claims, demands, expenses, legal costs, damages, losses, fines and liabilities incurred by reason of the Hirer use, possession, custody or breach of the Agreement. This indemnity shall not operate to indemnify Carwiz for its own negligent act where such indemnity is not permitted by law.

21. Personal Injury, Personal Property and Storage of Property

21.1 Carwiz recommends that all persons travelling take out appropriate personal travel, accident, medical and personal effects insurance. Carwiz does not accept liability for personal injury, loss of or damage to personal property, or property belonging to any other person carried in or stored with the vehicle, except where liability cannot legally be excluded.

21.2 Any property left in the vehicle or with Carwiz is at the owner risk. Carwiz may handle found property according to its internal procedures and applicable law but accepts no liability for loss or damage except where legally required.

22. Claims Against Third Parties

22.1 Carwiz is not responsible for pursuing claims the Hirer may have against third parties for damage, loss, excess paid, charges paid or other costs. Carwiz may provide an invoice for amounts paid by the Hirer to Carwiz.

22.2 If the Hirer has separate insurance, credit card cover or third-party cover for any liability or amount due, the Hirer must pay Carwiz directly when due and pursue reimbursement from that insurer or third party. Carwiz is not responsible for providing alternate repair quotes, police reports, photographs or other claim documentation beyond what Carwiz decides to provide or is legally required to provide.

23. Privacy and Data Protection

23.1 Personal information requested from the Hirer and authorised drivers is required to assess and administer the hire, provide rental and related services, verify identity and driving entitlement, process payments and deposits, manage fines and tolls, protect vehicles, prevent fraud, handle accidents and claims, recover debts, improve customer service and comply with law.

23.2 Carwiz may collect, hold, use and disclose personal information, including telemetry and geolocation data, to insurers, roadside assistance providers, repairers, debt collection agencies, law enforcement authorities, traffic and parking authorities, toll operators, fuel stations, brokers, agents, payment providers, other rental companies where relevant, and other parties involved in accidents or claims, where necessary for the purposes above or as required by law.

23.3 This Agreement is governed by the laws of Spain. Any dispute shall be submitted to the competent courts and tribunals of Alicante, Spain, except where mandatory consumer law provides otherwise. No amendment to this Agreement is valid unless made in writing and signed or accepted by Carwiz.

APPENDIX A. VEHICLE TELEMATICS, GPS AND GEOLOCATION SYSTEM

This Appendix forms part of and supplements clauses 8.6, 16 and 23 of the Carwiz Spain Rental Terms and Conditions effective from 1 September 2026.

1. Data controller

The controller of the personal data collected through the telematics system is:

SSC365 ALQUILAR UN COCHE, S.L. (CARWIZ)

Tax Identification Number (CIF): B56570963

Avenida Maisonnave 41, 3rd Floor, Office B

03004 Alicante, Spain

Email: privacy@carwiz.rent

2. Information concerning the telematics system

The Renter is informed that the vehicle covered by this Rental Agreement is equipped with a telematics device and GPS geolocation system.

The system may remain active during the rental period and, where necessary, after the scheduled return time, particularly where the vehicle has not been returned, has been stolen, misappropriated or lost, or where an emergency exists.

Signing the Rental Agreement confirms that the Renter has received this information. It does not constitute consent to the use of the data for purposes other than those stated in this clause.

3. Data collected

Depending on the configuration installed in the vehicle, the system may collect:

- a) the vehicle's current and historical location;
- b) journeys, direction of travel and areas through which the vehicle travels;
- c) the date and time journeys begin and end;
- d) speed, acceleration, braking and other basic driving parameters;
- e) mileage and duration of use;
- f) fuel level, where this information is available;
- g) vehicle condition and technical alerts;
- h) entry into or departure from defined geographical areas;
- i) departure from the territories authorised under the Rental Agreement;
- j) unauthorised movements, transfers or use;
- k) failure to return the vehicle at the agreed date and time;
- l) disconnection, blocking, removal, damage or tampering with the device;
- m) information concerning accidents or impacts, including the date, time, location, severity and direction of the impact;
- n) registration number, vehicle identification number, category and vehicle identification data;
- o) other technical data strictly necessary to manage and protect the vehicle.

Telematics data may be linked to the Renter, reservation, Rental Agreement and authorised drivers.

4. Purposes of processing

SSC365 ALQUILAR UN COCHE, S.L. may process the data for the following purposes:

- a) protecting, locating, monitoring and managing its fleet;
- b) preventing, detecting and investigating theft, fraud, loss or misappropriation;
- c) locating and recovering stolen, lost or overdue vehicles;
- d) detecting unauthorised movement, use or journeys;
- e) verifying whether the vehicle has left the permitted territory;
- f) providing roadside assistance and managing emergencies;
- g) detecting, investigating and documenting accidents, impacts, breakdowns or damage;
- h) managing insurance, assistance and repair cases;
- i) verifying mileage, rental duration, fuel level or other facts relevant to performance of the Rental Agreement;
- j) verifying facts relating to potential breaches of the Rental Agreement;
- k) preventing fraud and protecting the rights, property and safety of CARWIZ, its customers and third parties;
- l) establishing, exercising or defending legal or out-of-court claims;
- m) complying with legal obligations and requests from competent authorities.

The data will not be used for general or disproportionate surveillance of the Renter or for purposes incompatible with those described above.

5. Access to real-time location

Access to the vehicle's real-time location will be limited to expressly authorised personnel and justified situations, including:

- a) a report or reasonable suspicion of theft, fraud or misappropriation;
- b) failure to return the vehicle by the agreed deadline;
- c) an accident, impact, emergency or request for assistance;
- d) departure from an authorised territory or entry into a prohibited area;
- e) a risk to the vehicle or personal safety;
- f) a serious contractual breach requiring the vehicle to be located or recovered.

Access to the telematics platform will be through individual accounts with permissions appropriate to the responsibilities of authorised personnel.

6. Legal basis

The processing is based on:

- a) performance of the Rental Agreement and provision of the requested services, in accordance with Article 6(1)(b) of the General Data Protection Regulation;
- b) the legitimate interests of SSC365 ALQUILAR UN COCHE, S.L. in protecting and managing its fleet, preventing fraud, recovering vehicles, investigating incidents and establishing, exercising or defending claims, in accordance with Article 6(1)(f) GDPR;
- c) compliance with legal obligations or requests from competent authorities, in accordance with Article 6(1)(c) GDPR.

Where processing is based on legitimate interests, the Renter may object on grounds relating to their particular situation. The objection will be assessed in accordance with Article 21 GDPR and may not apply where compelling legitimate grounds exist or processing is necessary for the establishment, exercise or defence of legal claims.

7. Telematics provider

The telematics system is provided by:

TraceMatics Limited, trading as RentalMatics

Company Registration No.: 573464

VAT No.: IE3414238VH

DCU Hub, Old Finglas Road

Glasnevin, Dublin 11, D11 KXN4, Ireland.

RentalMatics will process the data as a data processor and only in accordance with the documented instructions of SSC365 ALQUILAR UN COCHE, S.L., pursuant to Article 28 GDPR.

The data may also be processed by duly authorised technology, hosting, connectivity, maintenance or support providers subject to confidentiality and data-protection obligations.

8. Recipients of the data

Where a valid legal basis exists and disclosure is necessary for the stated purposes, the data may be disclosed to:

- a) insurance companies and insurance intermediaries;
- b) roadside assistance and vehicle recovery providers;
- c) repair workshops, experts and repair providers;
- d) lawyers, court representatives and professional advisers;
- e) courts and tribunals;
- f) law enforcement agencies;
- g) administrative authorities and public bodies;
- h) authorised providers involved in managing an incident or claim.

The data will not be sold or disclosed to third parties for their own commercial purposes.

9. International data transfers

As a general rule, the data will be processed within the European Economic Area.

Where any provider or sub-processor processes data outside the European Economic Area, SSC365 ALQUILAR UN COCHE, S.L. will ensure that a valid legal basis exists and that the safeguards required by GDPR are applied, including, where appropriate, adequacy decisions, standard contractual clauses and additional security measures.

Updated information concerning such transfers will be available in the Privacy Policy.

10. Data retention

Ordinary telematics data will be retained for the duration of the rental and for a maximum period of 24 months following the return of the vehicle.

After that period, the data will be deleted or anonymised unless a legal obligation or another justified reason requires continued retention.

Where the data relates to an accident, damage, non-payment, theft, fraud, failure to return the vehicle, an investigation, contractual breach or claim, it may be retained with restricted access for as long as necessary to manage the matter and until the applicable legal limitation periods have expired.

11. Use of the data as evidence

Telematics data may be used as evidence in connection with:

- a) accidents, impacts and damage;
- b) theft, loss or misappropriation;
- c) failure to return the vehicle;
- d) mileage or fuel level;
- e) unauthorised use or journeys;
- f) departure from the permitted territories;
- g) tampering with the device;
- h) breaches of the Rental Agreement;
- i) court, out-of-court or insurance claims.

No charge, penalty or decision producing significant legal effects for the Renter will be based solely on an automated alert without reasonable verification of the facts and available information.

12. Prohibition on tampering

The Renter and authorised drivers must not:

- a) disconnect, remove or deactivate the device;
- b) block or interfere with its signal;
- c) cover, modify, open or otherwise tamper with the device;
- d) damage its installation, wiring or components;
- e) permit a third party to carry out any of the above actions.

Intentional tampering may constitute a serious breach of the Rental Agreement.

The Renter will be liable for direct, documented and legally recoverable damage and costs caused by tampering attributable to the Renter, an authorised driver or another person permitted to use the vehicle.

13. Data-protection rights

The Renter and authorised drivers may, where applicable, exercise their rights to:

- a) access;
- b) rectification;
- c) erasure;
- d) objection;
- e) restriction of processing;
- f) data portability;
- g) not be subject to decisions based solely on automated processing that produce legal or similarly significant effects.

Requests should be sent to:

privacy@carwiz.rent

or by post to:

SSC365 ALQUILAR UN COCHE, S.L.

Avenida Maisonnave 41, 3rd Floor, Office B

03004 Alicante, Spain.

The data subject may lodge a complaint with the Spanish Data Protection Agency through www.aepd.es.

14. Additional drivers and authorised third parties

The Renter agrees to inform all additional drivers and authorised third parties, before they use the vehicle, of:

- a) the existence of the telematics and GPS system;
- b) the data that may be collected;
- c) the purposes of processing;
- d) the availability of this clause and the Privacy Policy.

The Renter will provide those persons with access to the relevant data-protection information.