

Contract between TA and CT should make clear that TA agrees to our TC and mutual customer binds himself also to CT TC.

## **GENERAL TERMS AND CONDITIONS FOR THE USE OF THE CAR TARGET RESERVATION SYSTEM**

Issued by:

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### **Definition of terms and meaning**

#### **Article 1**

Car Target services: the reservation system of Car Target, which enables the user to make car hire reservations for different car hire service providers at different locations (subject to availability). The car hire agreement is afterwards concluded directly between the user and the car hire service provider with whom the user's reservation has been made through the reservation system.

User: Any individual or legal entity using the services of Car Target reservation system. The person (main driver) who will sign the rental agreement with the car hire service provider and who is entitled to drive the vehicle under the General Terms and Conditions.

Agent: Modicus d.o.o., which is the owner and manager of the Car Target reservation system.

Reservation system: the reservation system of Car Target, which enables the user to make car hire reservations through a web application.

Car hire service provider: the company which, under the previously defined conditions, offers car hire services to Users through the Car Target reservation system.

General Terms and Conditions: they consist of these General Terms and Conditions for the Car Target reservation system and the General Terms and Conditions of a selected car hire service provider (a hyperlink to such conditions is provided under each individual offer of the car hire service provider).

Valid credit card: a credit card that is accepted by the reservation system and by selected car hire service providers - such a credit card must be the property of the user (registered under the name of the main driver), valid, and with a credit card limit that meets the car hire service provider's General Terms and Conditions.

RentalCover.com: independent provider of optional insurance services, for car rental bookings. <http://www.rentalcover.com/>

RentalCover Policy Insurance Policy: if this optional insurance shall be selected by the user (availability of this service depends on location), the named driver on the car rental booking shall be the policy insured and subject to the policy terms and conditions provided by RentalCover.com. The policy terms and conditions can be found in the confirmation email following the car rental booking process. All nominated drivers on the rental booking are covered, free of charge.

## **Rights and obligations**

### **Article 2**

The user agrees and binds himself/herself:

- By these General Terms and Conditions and with the General Terms and Conditions of the selected car hire service provider.
- To have the legal capacity to conclude and fulfil the obligations of the contractual relationship, or else is liable to pay for damages to the agent.
- To directly notify the car hire service provider of any special physical or mental conditions related to hiring a car.
- To immediately inform the car hire service provider in the event of an accident or damage occurred to the vehicle otherwise be liable for additional costs for failure to notice.
- To provide the car hire service provider stated in the confirmation document or voucher with a valid personal identity document (personal identity card or passport), a valid international driver's licence (when required), a valid credit card in the user's name, and the confirmation document or voucher at the moment of rental car acquisition, otherwise the car hire service provider may refuse the service and the user shall not be entitled to recover the costs related to the reservation of the vehicle.
- In case of a delay in the pick-up time for the vehicle, the user shall inform the car hire service provider or the agent about the delay and notify them of the arrival time.
- That the car hire service provider may refuse the pick-up of the vehicle if the user is delayed with the acquisition of the vehicle.
- The agent cannot guarantee and is not responsible for the car rental services provided by car hire service providers within the reservation system and that therefore, his/her liability for compensation of the damage to the user is completely excluded.
- The agent liability shall in no instance exceed the value of the agent's commissions for reservation.
- That the agent is not responsible for indirect losses which happen as a side effect of the main loss or damage resulting from a breach of agreement, and which are not foreseeable by the user and the agent; nor is agent liable for, without limitations, loss of profits, loss of opportunity, loss of goodwill or consequential losses, damages or costs.
- Not to use any device or computer programs that would have direct or indirect impact on the reservation system (including but not limited to enabling him/her to obtain content or any other details, including prices).
- Not to affect or have any intention of affecting the normal operation of the reservation system, or else their access will be immediately suspended.
- Not to use the reservation system for any purposes that are not lawful or that are prohibited and contravene the provisions of the General Terms and Conditions.
- Not to use the reservation system for any speculative or false reservations (e.g. but not limited to searching car hire service providers or their prices).
- Not to use trademarks "Car Target" or any other agent's trademark for commercial purposes without having first obtained the written consent by the trademark owner.
- Not to reproduce the contents of the reservation system for any purposes.

The agent agrees and binds himself/herself:

- To make the reservation system available 24 hours a day, while it reserves the right, without prior notice, to temporarily disable the use of or access to the reservation system in case of a system or network errors, upgrades and changes, maintenance works, repairs or other objective reasons.
- To process and store user's personal data in accordance with Personal Data Protection Act of Republic of Slovenia ("Zakon o varstvu osebnih podatkov" - ZVOP-1) and to use it only for business purposes within Modicus d.o.o..
- To notify the user of any changes and additions to the General Terms and Conditions, in the manner prescribed.
- To contact the user on his/her telephone number only in emergency cases related to the user's reservation.

## Making a reservation: payment, documentation, specifications, confirmation

### Article 3

The reservation must be done only and exclusively using the information details of the user, who will provide the required documentation (to the car rental service provider), sign the car hire agreement with the car rental service provider and will carry with the responsibility of the rental.

At the time of the reservation the Car Target reservation system will ask you to supply some data: Personal data for the purposes of the reservation process: full name as on personal identity card or passport, age, telephone number, e-mail address, address of residence, country of residence, credit or debit card number and user information that guarantees payment for the reservation or deposit payment.

- The user's personal data can be needed to perform a reservation with the car hire service provider and can be sent to the car hire service provider and/or contracting agent for the performance of the reservation, or to an organization to undertake a safety check of the credit or debit card; and to the contractual partner for the performance of various services, such as sending e-mails, marketing services or payment processing.
- The user's personal data used for the purposes of the reservation process can be sent to a country that does not have the same safety standards regarding safety and processing of personal data.

The user agrees that all the costs for the reservation service and rental service will be charged to the credit card provided by the user and this charge will include the cost of rental, agent commission and possible additional costs related to the rental taxes if expressly indicated in the proposal. **The user should review the General Terms and Conditions of individual car hire service providers, as some providers require additional administrative costs or other costs payable on location** (such as taxes, but not limited to, location fee, road tax or refuelling charge, exchange rate, etc.).

### Booking types and payment

#### Article 3.1

The user is informed that the offers in the reservation platforms can be listed as one of the two booking types:

- **Deposit Bookings**, where payment is made only partially at the time of reservation and the balance is paid upon delivery of the vehicle by the car hire service provider; or
- **Fully prepaid Bookings** where the whole amount is payable the time of reservation, with an additional payment to the car hire service provider for any additional costs and fuel (if applicable according to the General Terms and Conditions of the car hire service provider).

The booking type is not user selectable, since it depends on the location and/or selected car hire service provider. The booking type is indicated in each individual car hire offer.

The execution of payments can be done in two ways:

- payment by credit card/debit card through the reservation system; or
- by wire-transfer of the amount based on a proforma invoice. This option is not offered by the reservation system. If you would like to select this option for the execution of payment, please telephone our customer service. With this option the proforma invoice will be issued by the agent to the user for the payable amount. This method of payment will only be possible for reservations made at least 5 working days prior to the collection of the vehicle. A proforma payment can never be a way of payment for last minute bookings. With this option the agent will be in position to confirm the booking only once it receives the transferred amount on the agent's bank account.

If any payment is required prior to the completion of the reservation process, the reservation system shall advise the user. In such an event, the user is required to pay the balance to the car hire service provider directly. However, the user is always responsible for the payment of additional services/costs that were requested by the user, and is also responsible for all other costs related to hiring a vehicle or vehicle lesser.

To be able to use the car hire service provided through the reservation system, the user must use a credit card owned by the holder of the reservation. The charge will be made in the reservation system's base currencies, in EUR's, GBP's and USD's depending on the user's residency. The agent is not liable for the exchange rate. By accepting these Terms and conditions, the user agrees that if the amount is displayed in a currency that is different from EUR's, GBP's or USD's, and if the user's credit card is being processed in any other currency than EUR's, GBP's or USD's, then due to the currency exchange rate, the actual amount charged on their payment card may be different from the amount being displayed on the website. Currency exchange rates in the reservation system are refreshed and uploaded once a day from a third-party source and may be different from the current situation on the currency market. Should we refund any money to your account, we will refund the exact amount initially charged in base currency of the reservation system and will not be responsible for any fluctuations in the exchange rates that lead to you receiving a larger or smaller refund than expected.

By making a reservation, the user confirms that there are sufficient funds on his/her credit card for the reservation to be finalized and that the credit card is charged for the amount of the deposit. If the payment gets refused due to insufficient funds on the credit card or due to any other issue related to the credit card, the agent can cancel the booking without any prior notice.

During the reservation process, a debit or credit card will be accepted subject to the reservation system requirements. After confirmation from the reservation system, the car hire service provider will accept only Credit cards with the exception of any different note stated in the Terms and Conditions of the car hire service supplier that will provide the user with a vehicle.

## **Documentation and Confirmation**

### **Article 3.2**

#### **Voucher or confirmation document**

A confirmation document or voucher can be considered as a proof of a successful and valid reservation.

E-mail "status in process": the reservation has been processed but is in the stage of awaiting confirmation. The user will receive an "Awaiting confirmation" e-mail.

Booking confirmation: the reservation has been confirmed by all sides and is considered as a formal reservation between the parties involved.

The price for the rental is stated in the confirmation document. For possible additional charges and/or fees of the certain car hire service providers the user should refer to the Terms and Conditions of the car hire service provider.

The agent will not accept liability for any additional charges applied by the car hire service provider as the result of any modification of the original reservation to which the user agreed by signing a rental agreement including additional rental options/charges.

If the confirmation document or voucher is not presented at the counter of the car hire provider, the agent will not be responsible for the rejection of the rental and the user will not receive any refund.

#### **ID or passport**

The user and additional driver(s) must also present at the pick-up location:

- a valid Passport or valid ID showing home address

- Non-EU residents: proof of entry/exit into the pick-up country (e-tickets acceptable)
- the user may have to provide additional identification when picking up his/her vehicle in the form of: ID of the Country of Residence.
- The user's passport, driving licence and other forms of ID may be subject to electronic ID verification by the car hire provider.

### **Driving Licence**

All driving licence requirements apply for the user and any additional drivers.

The user and the additional drivers must present their full valid Driving Licence held for a minimum of 1 (2 years at certain locations) full year(s) with no major endorsements. Expired or provisional licences will not be accepted.

If the user or any of the additional drivers hold an old-style UK paper driving license, the driver(s) must also provide another form of photographic ID in the form of either a full valid passport, Armed Forces ID Card, or a Police Warrant Card. Documents must be held with them at all times.

From 8 June 2015, the counterpart (UK) driving licence has been abolished. If you hold a UK driving licence, you will be subject to a Driver and Vehicle Licensing Agency (DVLA) check. You can view your driving licence information (and share that information) by visiting [www.gov.uk/view-driving-licence](http://www.gov.uk/view-driving-licence).

An International Driving Licence (driving permit) is required if the National Driving Licence the user or any of the additional driver's hold is not clearly identifiable as a driving licence, e.g. it is in a non-Latin alphabet (e.g. Arabic, Chinese, Greek, Japanese, Russian) and / or for those who are not citizens of the EU. Please notice that both documents (National and International licence) must be carried with the drivers at all time in the case of requirement.

It is the user's responsibility to make sure he/she has all the necessary documentation and that his/her driving licence is valid in his/her intended rental country. The user's failure to do so will result in his/her rental being considered as a no-show and he/she will be charged accordingly.

## **Specifications**

### **Article 3.3**

#### **Deposit, excess and fuel at the Car Hire Provider's Counter**

Please be advised that the majority of car hire service providers will require from the user that they leave a security deposit upon collection of the vehicle. This amount can be blocked or charged, depending on the car hire provider (subject to the car hire provider's General Terms and Conditions) and can correspond to the excess of the deposit. The deposit can be equal to the excess + rental cost + price for fuel + price for extras + security deposit + VAT (Sales Tax/GST).

Information about the fuel policy and excess can be found during the reservation process and is also stated in the confirmation document or voucher.

If the car provided and extras are returned in the same state as rented and in accordance with the fuel policy, this amount will be released or refunded.

#### **Meet and Greet service**

For airport pick-ups, the user is responsible for providing the agent with his correct flight number and arrival time. The agent is not responsible for any failed rentals as a consequence of the user not providing this information, or if the user did not do it in time.

### **Out-of-Hours Service**

All pick-ups and drop-offs outside car hire service providers opening hours are considered an Out-of-Hours Service. An Out-of-Hours Service is only available on request and may be additionally charged by the car hire service provider according to the car hire service providers General Terms and Conditions.

### **Minimum / Maximum Age Limitations**

The driver must not be younger than 18 years.

Additional requirements and fees may apply in certain locations within your rental country and can vary depending of the minimum/maximum age, also depending on the car hire service provider.

### **Additional Drivers**

An additional driver's fee may apply and will be payable at the car hire provider's counter, except when the additional driver's fee is included in the rate.

### **Hire Extensions**

Extensions are only possible by making a new reservation through the car target reservation system.

### **Late Pick-ups / Early Drop-offs**

The user is not entitled to a refund of unused days if the rental vehicle is returned earlier than stated on the voucher.

A late/early return penalty fee may apply if you return the vehicle later/earlier than agreed in your Rental Document.

### **One-Way Rentals**

One-way rentals must be confirmed in advance and may be subject to one-way fees. A rental is considered One-Way if you return the vehicle to any location other than the one you picked it up from. All One-Way fees (if applicable) are payable locally. If your search was for a One-Way rental, the fee is displayed within your quote. Each quote is only valid for the selected pick-up and return locations. To see One-Way rates for other locations, the user must conduct a new online search or contact us directly.

It may not be possible to return rented GPS-devices to certain one-way destinations. Detailed rules must be checked with the car hire service provider at the time of pick-up.

### **Insurances**

The protection package refers to the car hire service provider.

### **Child Seats, extra items & deliveries**

These are available only on request (subject to availability). Extra equipment such as child seats, roof racks (not available on some cars) and other "extra" items; deliveries are all on request and subject to local availability at the time of collection. The user needs to pay the fees and charges for such extras locally to the car hire service provider upon collection (except extras marked \*, which are paid for at the time of booking). Please keep in mind that local taxes, such as VAT, GST or Sales Tax, may apply to any charges paid locally. Please request all necessary extras at the time of booking, but note that we cannot guarantee their availability at the time of pick up.

### **Geographical Restrictions**

The user must refer to the car hire service providers General Terms and Conditions.

### **Car Capacity and Car Class**

- We cannot accept liability for the car being unsuitable for all passengers and luggage. The information regarding luggage capacity is just for informational purposes.
- This can vary regarding the size group or car category reserved.
- The user should refer to the car hire service provider's General Terms and conditions.
- We are unable to guarantee a particular make or model of car. The car shown on your confirmation document/voucher is for guidance only and the car hire company may instead provide a different car which is deemed to be similar or superior.

### **Supply of Cars**

Car hire service providers reserve the right to refuse a car to any person who is considered unfit to drive or does not meet the eligibility requirements. We will not be liable for the completion of travel arrangements, or for any refund, compensation or any other costs the user may have to pay in such a case.

### **Accidents / Mechanical Difficulties**

In the event of a breakdown or mechanical problems, you should call the agent (Car Target) and the car hire service provider immediately. The car hire service provider must authorize any repair or management of a replacement vehicle. If the user is involved in an accident, the user should call the local authorities and the car hire service provider. The agent advises you to keep copies of all relevant documentation, as they are an indispensable requirement for any claim the user wishes to make. The reservation of any vehicle is subject to the General Terms and Conditions imposed by the car hire service provider and the corresponding regulations of the country and/or state in which the rental takes place. The user must comply with both these General Terms and Conditions and with the General Terms and Conditions of the car hire service provider. The agent is not responsible for any loss, damage, alteration, delay or change arising from any accident, mechanical difficulties, or from any problems at the pick-up country such and not limited to the restriction of travel, labour problems (such as a strike) or an air traffic control conflict, or from terrorist activities, natural or nuclear disasters, fires or adverse climatic conditions, technical problems with the transport, the closure or congestion of airports and ferry ports, cancellation of scheduled flights or financial inadequacy of the airlines.

## **Amendments of reservation**

### **Article 4**

The user may have the possibility to amend certain individual attributes (main driver, address information) of his/her rental reservation online, subject to the General Terms and Conditions of the car hire service provider.

If the user amends other attributes - anything that affects the rental price, such as location, supplier, car group or length of rental - the user will be charged at the current published price, which may be different from the one originally paid.

The user should call the agent if the pick-up time is less than 48 hours away and he/she wishes to amend his/her booking.

Amendments in reservations can be made only with written communication (e-mail to [cs@car-target.com](mailto:cs@car-target.com) )

## **Cancellation Policy**

## Article 5

If the user wishes to cancel his/her reservation, he/she or any intermediary, must contact the agent (Car Target ) in writing by sending an e-mail to [cs@car-target.com](mailto:cs@car-target.com). Phone cancellations will not be accepted. A cancellation may be submitted only through the agent's reservation system and not through the selected car hire service provider. The cancellation of a reservation means that the user is also cancelling any additional services that they have reserved through the reservation system. In the event of a cancellation or change in the reservation, the agent shall not be liable for any pecuniary loss resulting from changes in the monetary exchange rate during the time between the original reservation and the subsequent change or cancellation of reservation.

### **Cancellation of Fully Prepaid Bookings**

- If the user cancels 48 hours or more before the rental is due to start, the money paid will be refunded;
- If the user cancels within less than 48 hours before pick-up, part of the money paid will be refunded (money paid decreased by the cost of 3 days' rental) if the value of money paid exceeds costs of 3 days' rental. If the user has booked the car for less than 3 days, there will not be any additional charge, but the user will not receive any refund;
- If the user fails to turn up at the agreed time and date, and/or to provide all the necessary documentation, and/or to provide a credit card with enough available funds on it, the car hire company may refuse the pick-up of the car. If that happens:
  - If the user shall call the agent from the counter, the money paid will be refunded, minus the cost of 3 days' rental;
  - If the user does not call the agent immediately from the counter, the user will not receive any refund (if it is after the pick-up date).

### **Cancellation of Deposit Bookings**

- If the user cancels 48 hours or more before the rental is due to start, the user will receive a refund of the money paid;
- If the user cancels less than 48 hours in advance, the user will not receive any refund.

### **No-Show**

A "No-show" is when the user:

- Fails to pick the car up at the arranged location, time and date; or
- Fails to provide the documentation that is required to pick the car up; or
- Fails to meet supplier's Terms and Conditions; or
- Fails to provide a valid, acceptable credit card in the user's name with enough available funds on it;

In all of these cases, the user will receive no refund of the money paid.

The car hire service provider reserves the right to refuse the car to any user who fails to arrive on time, fails to provide all the necessary documentation and/or information, fails to provide a credit card with enough available funds for the security deposit. In such cases, unless the rental has been cancelled in advance, the user will not be entitled to a refund.

The prices are based on the pick-up and drop-off times and dates that the user arranges before the rental starts. If the user picks the car up any later or brings the vehicle back any earlier, the user will not receive a refund for the unused hours or days.

## **Cancellation protection option**

### **Article 6**

The "Cancellation Protection" option allows the user to cancel the booking at no cancellation administration fee (the amount paid for the cancellation protection option, and for the separate payment handling charge, is excluded from the amount being refunded). The cost for Cancellation Protection is stated in the reservation system per day. By purchasing it, the user is guaranteed to get back the car rental prepayment no matter what the rental cost and duration is, if the user cancels the booking.

"Cancellation Protection" is not valid:

- If the cancellation of the booking is received after the rental period has already started.
- If the booking is cancelled because some of the required documents (e.g. passport, driving licence, valid credit card etc.) are missing or are not valid at the moment of executing a rental agreement on-site.

#### **How to cancel a booking with a cancellation protection option**

In the event that a user wishes to adjust his/her trip accordingly and wants to cancel a booking, he/she must contact the agent in writing by sending an e-mail to [cs@car-target.com](mailto:cs@car-target.com). Once this is done, an e-mail confirming that the reservation has been cancelled will be sent shortly. Telephone cancellations will not be accepted.

If the "Cancellation Protection" option has been selected at the time of booking, the user can cancel his/her "Cancellation Protection" option within 24 hours after this additional product has been added to the user's reservation. The "Cancellation Protection" option can only be ordered at the time of the online reservation. For the "last minute booking" it can be added or removed prior to the pick-up.

## **Super Excess Refund option protection and Rentalcover.com policy coverage**

### **Article 7**

#### **Additional Coverage**

The "Super Excess Refund Option" or "Rentalcover.com" options can be selected at the time of booking (subject to availability) or can be ordered and added to a reservation through the Reservation system prior the pick-up time (subject to availability).

At the time of pick - up the car hire service provider may offer you additional coverage. The agent does not refund any locally purchased insurance charges/fees even if deemed unnecessary after the return of the rental car.

## **Super excess refund option**

### **Article 7.1**

#### **Super Excess Refund**

When the user collects the car, the car hire service provider will require a security deposit in case the rented car is damaged during the user's rental. If the user purchased the Super Excess Refund option before the rental began, the agent will waive the user's liability (and refund the user) for any charges withheld from the user's deposit/excess, subject to the terms described here.

The Super Excess Refund protection waiver product is offered to users making new bookings. It will cover the charges for damage to the exterior of the rental car, including:

- Bodywork, roof, undercarriage
- Windscreen, windows, mirrors
- Wheels, tires, hubcaps
- Locks

Super Excess Refund covers the amount of Excess (up to 3.000 EUR) charged by the car hire provider.

Super Excess Refund will not cover:

- Repairs not approved by the car hire service provider;
- Cleaning charges or damage to the interior of the car;
- Damage to/loss of child seats, GPS devices or other "extra" equipment;
- Damage/mechanical damage to the clutch, engine, gearbox, oil pan;
- Damage due to lost/stolen car keys or car documents;
- Charges directly related to locking oneself out of the rental car;
- Any administrative costs or administration fees;
- Mechanical failure of the rental vehicle;
- Instances where personal belongings are stolen from the interior;
- When any fraudulent, dishonest or/and criminal act has been committed by the driver or/and passengers;
- 'Immobilization' charges (for potential loss of revenue that the car hire company suffered while the car was being repaired and was not in position to be hired out)
- Roadside assistance charges resulting from a breakdown or accident
- Costs incurred under circumstances that breach these General Terms and Conditions (such as, but not limited to: dangerous, careless or negligent driving, driving that breaches the local regulations, a vehicle being driven in unauthorized areas/countries or unpaved roads, refuelling errors, vehicle being stolen due to the loss of keys and/or documents, commercial use, driving under the influence of drugs or alcohol, etc.) or the terms of the user's car rental agreement with the car hire service provider.

If the Super Excess Refund cover is purchased, the car hire service provider will still block the user's credit card with a deposit when the user picks the car up, to cover potential damage to or loss of the rental car - but the Super Excess Refund option certifies that the agent has waived the user's liability to pay for the charges detailed here, and that the agent will refund the sum withheld from the deposit to cover these charges, subject to the terms described herein.

#### **Claiming on the Super Excess Refund cover**

To make a claim on the Super Excess Refund cover, the user has to contact the Customer Service within 28 days of returning the vehicle to the car hire service provider and provide the agent with the complete claim. For complete claim the user will need:

- Rental agreement;
- The car's check-in and check-out documents, which clearly show the new damage being charged for by the car hire service provider;
- Proof of repair costs from the car hire service provider (final invoice);
- Evidence of payments deducted from the user's payment card by the car hire service provider (bank statement - showing the charges made by the car hire service provider);
- Photos of the damage;
- Clearly and correctly fulfilled official accident report or car hire service provider's accident report form (in case a third party is involved in the accident);
- A police report (in case the damage has been done by a third party or unknown person).

We aim to resolve all damage claim requests in the shortest time possible after having received all the required documentation.

In cases where a third party has been involved in an accident, the agent requires confirmation from the car hire service provider that the liability for the accident has been determined (and any legal cases settled) before the agent can process the user's claim.

All claim payments are processed onto the payment card used to purchase the Super Excess Refund cover from the agent (not necessarily the payment card charged by the car hire company) and will be issued in Euros.

The agent is not obliged to reimburse the user for administrative expenses (card transaction, administrative costs, exchange rate variations and any other costs associated with the refund).

## **Rentalcover.com policy coverage**

### **Article 7.2**

#### **Rentalcover.com policy coverage**

RentalCover.com policy will provide the user with coverage for the "excess", subject to the terms and conditions of the policy wording. Please click here for more information about Rentalcover.com coverage: <https://www.rentalcover.com/excess-cover>

The Rental Cover is an independent provider of the insurance and is authorised and regulated by the Financial Conduct Authority, Firm reference number 750711 (amongst other regulates worldwide) and is an authorised distributor/agent of multiple insurance companies (eg. at the time of issuing these General Terms and Conditions: CBL Insurance, Astrenska Insurance Limited, AON, Assetinsure, AXA Assistance, QBE and others)

If the selected option is purchased by the user, the user will enter a direct contractual relationship with RentalCover.com regarding these insurance services.

RentalCover.com is an authorised claims handler. To make a claim on the Rentalcover.com policy cover the user should directly contact RentalCover.com/claim, subject to the conditions of their service.

The User of each policy is nominated in the quote and the policy, and the respective policy terms and conditions of RentalCover.com apply.

RentalCover.com is the trading style/trading name/"Doing Business As" name for several entities nominated which include "Cover Genius Pty Ltd" of Australia and "Cover Genius Limited" of the UK.

## **Pricing**

### **Article 8**

The agent is not obliged to reimburse the user for administrative expenses (card transaction, administrative costs, exchange rate variations and any other costs associated with the reservation) if they are created due to an error by the car hire service provider while processing the reservation or an error by the user or the internet while entering data in the reservation form.

The user agrees to pay all charges incurred by him/her or any users of his/her account, credit card or other payment mechanism at the rate(s) or price(s) in effect when such charges are incurred. The user will also be responsible for paying any applicable taxes relating to his/her purchases.

The user accepts as true that the bookings and extras payable on arrival are subject to the General Terms and Conditions by the agent or by the car hire service provider which supplies the user's car.

## **Customer Complaint procedure**

### **Article 10**

A complaint may be submitted in writing to e-mail address [cs@car-target.com](mailto:cs@car-target.com) within 28 days from the date of returning the vehicle. An appeal received after this period will not be addressed.

The agent will forward the user's complaint to the car hire service provider. After receiving a reply from the latter, the user will be provided with information on the complaint.

## **Agreement: Application and jurisdiction**

### **Article 11**

#### **General**

#### **Article 11.1**

The user of the reservation system agrees that he/she is familiar with all the provisions of these General Terms and Conditions and the General Terms and Condition of the selected car hire service provider, that he/she is in full agreement with their content and that the provisions bind him/her to the same degree as contractual terms.

The consent of the user is extended to the use of any other web page tabs that are accessed through the reservation system.

Disagreement with the content of these General Terms and Conditions can be expressed by the user only when they cease to use the system, immediately after visiting the reservation system; otherwise it is considered that the user agrees with the General Terms and Conditions.

The user agrees to receive automatic system messages related to the confirmations and other necessary notifications for registration, quotation and booking processes to his/her e-mail address. The user also agrees to receive similar/related e-mails emitted manually by the agent to his/her e-mail address.

### **Specific information**

#### **Article 11.1.1**

The user is informed:

- That in regard to the Car Target reservation system, Modicus d.o.o., acts as a reservation platform that enables users to make reservations at certain car hire service providers; Modicus d.o.o. therefore does not provide direct car hire services and is not the owner or operator of a car hire service; with its intermediation, it provides users with reservations of rental vehicles hired under specified rental conditions;
- That the information presented in the reservation system may vary or become updated, can contain inaccurate or typographical errors, and that this information cannot be considered as a recommendation or guarantee of the agent for the good performance of the provider of a car hire service. The maximum amount of discount per each separate booking cannot exceed the amount of agent's margin on the relevant booking.

## **Application**

### **Article 11.2**

These Terms and Conditions of Carriage rights and obligations are applicable from the time the user agrees to continue with the use of the Car Target's reservation system.

## **Jurisdiction**

### **Article 11.3**

Any disputes or disagreements in these General Terms and Conditions or in connection with their use will be resolved by the user and the agent amicably, otherwise they will be resolved at the competent court in Ljubljana, Slovenia, EU. The dispute shall be governed by the laws of the Republic of Slovenia.

The section headings in these General Terms and Conditions are inserted solely for the purpose of transparency and have no influence on the content and interpretation of individual provisions or the contract as a whole. These Terms and Conditions have been issued in English, French, German, Portuguese, Slovene and Spanish versions. In the event of any dispute, the English version shall prevail. In the event of a discrepancy between the texts in other languages and English texts of these Terms and Conditions, preference shall be given to the English text.

These General Terms and Conditions have been in force since January, 2018 and are published on website [www.car-target.com](http://www.car-target.com).

## **Privacy Policy**

### **Article 12**

All information and data within the reservation system, including all content, text, graphics, images, trademarks, site structure, photographs, buttons, graphic images and computer code, are copyrighted and available only for the user's private use. It is prohibited to modify, reproduce or distribute them.

The reservation system can only be used for private and not for commercial purposes unless given express written consent by the agent.

The privacy policy from RentalCover.com is available on <https://staging.rentalcover.com/privacy>.

## **Data protection**

### **Article 12.1**

The user is informed and agrees:

- That his/her personal data and credit card data, collected while using the reservation system, are treated in accordance with the Personal Data Protection Act of the Republic of Slovenia (ZVOP-1) available at <http://www.pisrs.si/Pis.web/pregledPredpisa?id=ZAKO3906>
- That personal data is accessed via a secure server that uses a 256-bit encryption in order to protect the user's personal data

- That the use of a security system is only available for the website [www.car-target.com](http://www.car-target.com), where the user can see or insert his/her own personal details.
- That the locked padlock icon indicates that the user is located on a secure connection site, whereas a padlock icon with a red cross (Google Chrome), a grey padlock with red strike-through (Mozilla Firefox) or a warning message (Safari, Internet Explorer, Bing) indicate a non-secure page.

## **Disclaimer**

### **Article 13**

The user agrees that in the event of a breach of the obligations under Article 3 of the General Terms and Conditions, the agent may, without notice, terminate the contractual relationship with the user. The agent performs the cancellation by notifying the user via e-mail.

## **Changes in General Terms and Conditions**

### **Article 14**

The agent may change and/or supplement these General Terms and Conditions. The user will be informed of such changes on the website [www.car-target.com](http://www.car-target.com) or through the reservation system.

A user who does not agree with the changes and/or additions to the General Terms and Conditions must cancel his/her reservation-s within 3 days of the day before the proposed effective date of the modified and/or supplemented General Terms and Conditions, otherwise it will be considered that he/she agrees with the changes and/or additions to the General Terms and Conditions. The same applies to any changes or additions to car hire service providers.

Date of publishing of the General Terms and Conditions: 10.01.2018

Effective date of the General Terms and Conditions: 10.01.2018