

TERMS AND CONDITIONS

General Terms and Conditions

THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ THIS PROVISION CAREFULLY.

1. The Rental Agreement. These Rental Terms and Conditions, the rental document you receive when you are given access to the car you are renting (the "Rental Contract") any additional agreement signed by you, any documents or agreements (or links to on-line documents or agreements) sent to you electronically in connection with your rental, and the return receipt or record (the "Rental Receipt") with computed rental charges together constitute the "Rental Agreement" between yourself and Win Rental, or the independent Win Rental System Licensee identified on the Rental Contract ("Win Rental").

2. Your Rental. You rent from WinRental the car described on the Rental Contract, which rental is solely a transfer of possession, and not of ownership. Note that you do not rent a specific car but a specific car group. You agree to the terms in the Rental Agreement provided any such term is not prohibited by the law of a jurisdiction covering this rental, in which case such law controls. "You" and "your" refer to the person who signs this agreement, "we", "our" and "us" refer to WinRental. You also agree that you are not our agent for any purpose; and that you cannot assign delegate or transfer your obligations under the Rental Agreement and any discrete part thereof.

3. The car. The word "car" in the Rental Agreement means the vehicle rented to you or its replacement and includes tires, tools, keys, key fobs, equipment, included and optional accessories, plates, documents, and any other products or property provided by WinRental with the vehicle and separately rented to you by WinRental unless otherwise explicitly specified in the Rental Agreement.

4. GDPR. Our company complies with the General Data Protection Regulation. We reassure you that we take your privacy seriously and we only use your personal information to provide the services you have requested from us or for any relevant purpose for the procedure of the service we have been provided by us.

5. Changes. Any change in the Rental Agreement or our rights must be in writing and signed by an authorised WinRental officer. You further agree that we have the unilateral right to change these Terms and Conditions from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the WinRental web site. Such changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the WinRental web site, which date will be indicated therein, without any requirement by you to sign the changed Terms and Conditions. Changes to these Terms and Conditions will be posted as they occur on the WinRental web site at www.Winrental.gr and will govern all rentals commencing after posting even if the terms provided at time of reserving the rental car are different.

6. The Driver of The Car. You represent to WinRental that you are a capable and validly licensed driver and will remain a capable and validly licensed driver throughout the term of your rental. You agree that we have the right to verify that your license has been validly issued and is in good standing (not suspended, revoked or otherwise

restricted in any way) as a condition precedent to each rental; and that we may in our sole discretion refuse to rent to you if your license is not in good standing. We reserve the right to deny rentals based upon (i) information about your license status, (ii) authenticity of your driver's license or other credentials, (iii) the inability to verify your identity or payment methods, (iv) your driving record provided by the Motor Vehicle Department of the jurisdiction that issued your license, or (v) any other information received from any other source in the business of validating an identity or the driver's license credential that we believe to be reliable. We reserve the right to validate your driving credentials and license good standing periodically without notice to you except as required by law. Except where otherwise specifically authorized by applicable law, only you, your spouse or domestic partner, or, if you rent from us under your employer's corporate account agreement, your employer or a regular fellow employee incidental to business duties may drive the car (each a "Permitted Driver"), but only with your prior permission. Any Permitted Driver must be at least 21 years old till 75 years older and must also be a capable and validly licensed driver at all times during which such person is operating the car. Any person must have held their licence for a minimum of one calendar year in order to be permitted to rent or lease a vehicle from WinRental. For young drivers, between 21-15 years old and for drivers over 75 years old, is applied an additional fee to be paid locally.

Any person other than you or a Permitted Driver that operates the car must sign an additional driver form at the time of the rental. We may charge for each additional driver authorized to drive the car, which will be specified on the Rental Contract. You acknowledge that you will remain financially responsible under the Rental Agreement at all times even if the car is operated by a Permitted Driver or someone other than yourself.

WinRental also reserve the right to decline any rental agreement based on the discretion of the rental agent that may involve physical ability, age and competency of the potential client.

7. Return of the Car. You agree to return the car to us in the same condition you received it, ordinary wear and tear excepted, on the date, at the time and to the location specified in the Rental Contract. You must return it sooner on our demand. If you return it earlier or later, a different or higher rental rate may apply and, if returned later, you may also be charged a late return fee. In case of returning the car outside of the return location's operating hours, if is specifically allowed by that location and an additional 'out of operating hours' fee will be applied. Operating hours vary by location. If we do not find the car when that location opens, your responsibility for all charges and for damage to or loss of the car will continue until the car is actually returned or recovered. If you wish to extend any rental you must contact us at 00302816008350 or use a method we approve to request the extension before your return date. We may or may not grant an extension or decline to grant it for the entire period you request, in our sole discretion. If you do not return the car to the location specified in the Rental Agreement, as and when required under the Rental Agreement, you may be subject to criminal penalties. If we do grant an extension a different or higher rate may be applied to the extension period and a service fee may also apply.

8. Return location. The car must be returned to the agreed return location as specified on the Rental Contract. If return is indicated to a location other than the location where your rental commences, you have to pay a one way service fee, except if is between our official stations. If you return the car to a different location from the agreed return location without our permission, you agree to pay an unauthorized return location fee specified by us.

9. Rental Charges. You do not have to pay for the number of miles/kilometers you drive as we provide the car with 'unlimited kilometers' service. You have to pay for the period of time you rent the car at the rate indicated on the Rental Contract. The minimum charge is for one day (24 hours) (as well as the minimum rental is one day) or a fixed fee. The daily charge applies to consecutive 24 hour periods starting at the hour and minute the rental begins or, if a calendar day is specified on the Rental Contract, each consecutive calendar day or any part of a calendar day starting on the calendar day on which the rental occurs. If you fail to comply with any conditions for special rates specified on the Rental Contract our otherwise applicable rates will be charged. You'll pay all charges that apply to the rental for miscellaneous services and, where permitted, airport facility fees and/or concession recovery fees, vehicle license recovery fees, other fees and surcharges.

a) You will also pay a reasonable fee for cleaning the car's interior upon return if any stains, dirt, odor, or soiling attributable to your use cannot be cleaned with our standard post-rental procedures as determined by us in our sole discretion.

b) If the key(s) or key fob(s) are not returned with the car, you will be charged the total cost of the loss.

c) We maintain a non-smoking fleet, including a prohibition on the use of e-cigarettes in the car. You will pay an additional charge if you return the car and it smells or is soiled from smoke or e-cigarette vapor.

d) You and any third party to whom any rental charges are billed, such as an insurer or employer, are jointly and severally responsible for payment of all such charges. If you direct us to bill any such charges to a third party, you represent that you are authorized to do so on behalf of the third party.

e) To the extent you utilize any rate/benefit discount code in association with a rental, you represent you meet the requisite criteria for utilizing such discount code. Any other use will be viewed as an unlawful use and theft of services for which WinRental can pursue legal remedies, including, but not limited to, reasonable attorneys' fees and costs, and may void any associated discounts or rental benefits.

f) WinRental makes every effort to ensure that all prices and descriptions quoted on its website or elsewhere are correct and accurate. However, in the case of a manifest error or omission, WinRental reserves the right to rescind the Rental Agreement, even if we have already accepted your reservation and/or received your payment. Our liability in that event will be limited to the return of any money that you have paid with respect to the reservation. In the case of a manifest error in which we permit you to keep your reservation, we reserve the right to require that you pay the difference between the quoted price and the correct price, as confirmed in writing by WinRental after the manifest error has been discovered. A "manifest error", as the term is used in this paragraph, means, in relation to an incorrect price, a price quoted in error by WinRental which is more than 15% less than the price that would have been quoted had the mistake not been made.

10. Taxes, Surcharges & Fees. You'll also pay all applicable taxes as well as any additional charges provided on the Rental Agreement which are over and above the base rental rate. These may be surcharges and/or recovery fees to recover certain costs.

11. Card Reserve. You acknowledge that you have been informed that if you use a charge card (including any digital wallet or mobile payment application linked to your charge card account), your credit, up to an amount of the estimated total charges due under the Rental Agreement, as indicated on the Rental Contract, based on your representations about this rental, may be set aside or reserved by the card issuer of the card, which you present for payment of your rental charges; or, if you use a debit card funds in the account to which that card is linked may be set aside for the greater of the amount of the estimated total charges due under the Rental Agreement, based on your representations about this rental, as indicated on the Rental Contract, or the deposit amount indicated on signs at the location at which you rent the car at the time of rental. You consent to the reservation or setting aside of that estimated total amount at the time of commencement of the rental. You understand that we will authorize the release of any excess reserve or set aside upon the completion of your rental (return of the car and our determination of whether any additional fees or charges apply), and that your card issuer's rules apply to your credit line or your account being credited for such excess and may not be immediately released by your card issuer.

12. Repossessing the Car. We can repossess the car at any time in our sole discretion for reasons that include, but are not limited to the following: the car is found illegally parked, being used to violate the law or the terms of the Rental Agreement, or appears to be abandoned. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the car, including remotely disabling the engine, remotely locking the doors, tracking the location of the car through GPS tracking devices and utilizing for our benefit any other devices connected to the car or affecting the car's operation. If the car is repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the car. You agree that such costs will be charged to the credit or debit card or account you used to rent the car.

13. Insurance Policy.

Collision Damage Waiver

An excess amount is a mandatory to be blocked on the credit card of the renter in order to be covered in any case of damage, if there is no purchasing the Full Insurance as described below. After returning the vehicle with no damages, the excess amount is be refunded at all. This procedure usually takes 15 days (depending on the bank issuer of the card). The above-mentioned excess amount depends on the rented car category.

Extra Insurances:

Theft protection: is also an extra insurance that is not a mandatory and can be purchased and paid upon arrival, with an additional daily charge, so as the renter will be fully covered in case of loss of the car. The key return is required for vehicle loss in order the renter can be covered by such insurance. Personal belongings into the vehicle are not covered by any insurance. Any damages due to theft reasons are not covered also.

In case of no purchasing this extra full Theft Protection Insurance, an excess amount is blocked on the renter's credit card in order to be covered (up to this amount) in case of loss of the vehicle. This excess amount depends on the rented car category and is fully refunded after the end of the rental period, when there is not any loss.

If you do not accept one of the above-mentioned, you owe for any loss. The debt corresponds to the average purchase price of the car before it is damaged. Loss and damage are described in paragraph 16 below. **YOU ACKNOWLEDGE YOU HAVE BEEN ADVISED THAT YOUR OWN INSURANCE MAY COVER LOSS OR DAMAGE TO THE CAR.**

YOU ALSO ACKNOWLEDGE READING THE NOTICE ON LOSS OR DAMAGE SHOWN ON THE RENTAL CONTRACT, OR IN THESE TERMS, OR IN A SEPARATE NOTICE FORM, INCLUDING WITHOUT LIMITATION THE STATE SPECIFIC NOTICES SET FORTH WITH RESPECT TO THE STATE IN WHICH YOU RENTED THE CAR AND EACH STATE WHERE YOU TAKE THE CAR.

Personal Accident Insurance: This extra insurance is for the personal insurance of the driver and covers up to 3000€ in case of accident. Is also provided to be purchased and paid upon arrival with an extra charge per day, same for all car categories.

Glass Protection: can be purchased as an extra insurance and be paid on arrival.

Full Damage Waiver – FDW:

Full insurance is provided and paid upon arrival. Is not a mandatory and is chosen in order to reduce the excess amount. In case that the renter purchases the Full Insurance, an additional daily charge is applied to the rental rate. The daily charge depends on the rented car category.

None of insurances in Greece covers the following damages:

- underneath, inside and on the roof of the car
- wheels and tires
- mirrors and glasses

Also, the renter is not covered at all, even has purchased the Full Insurance, for damages caused by his own fault caused by alcohol, drugs or transportation of illegal materials.

In case of accident or damage, a police report is required, so as the renter will be covered by the insurance company. If the renter will not report the damage on time will not be covered by the insurance. A pre-authorized amount may be required on FDW insurance, as a deposit for the uninsured parts of the vehicle.

14. Roadside Assistance. Roadside assistance is available to all renters. In some instances, you may purchase added protection under a roadside assistance plan (a "Roadside Assistance Plan") in which WinRental offers to cover potential costs associated with lockouts, flat tires, towing (if the car becomes inoperable), jump starts, or emergency fuel delivery (up to 3 gallons).

15. Liability Protection. Anyone driving the car who is permitted to drive it by the Rental Agreement will be protected against liability for causing bodily injury or death to others or damaging the property of someone other than the authorized driver and/or the renter up to the minimum financial responsibility limits required by the law of the jurisdiction in which the accident occurs. The limit for bodily injury sustained by any one person includes any claim for loss of that person's consortium or services. Where applicable law extends this protection to a non-Permitted Driver, the same limits will apply. **Except where required by law to be primary or excess, any protection provided by us shall be secondary to, and not in excess of, any applicable insurance available to you, or any other driver, from any other source, whether primary, excess, secondary or contingent in any way.** If this protection is extended by operation of law to anyone not permitted by the Rental Agreement to drive the car, or to any person or instance where coverage is not

intended to be afforded by the Rental Agreement, the financial responsibility limits of the jurisdiction in which the accident occurred will apply.

You agree that we can provide coverage under a certificate of self-insurance or an insurance policy, or both, as we choose. In any case, a copy of the policy and/or certificate will be available for your inspection at our main office. You understand that unless required by applicable law, we will not provide **(a)** coverage for fines, penalties, punitive or exemplary damages; **(b)** coverage for bodily injury to you, or your death while not a driver, or any member of your family or the driver's family related by blood, marriage or adoption residing with you or them; or the driver's family, or to a fellow employee arising out of or in the course of employment; **(c)** defense against any claim, unless we are required to provide primary protection, but in such event not after the applicable limits of protection that we furnish are tendered; **(d)** supplementary no fault, noncompulsory uninsured or under-insured motorist coverage, and any other optional or rejectable coverage, and you and we reject all such coverages to the extent permitted by law. Where any of these coverages are required or implied by law, the limits will be the minimum required under the applicable statute. Where permitted by law, you are rejecting uninsured or underinsured motorist and all optional automobile insurance coverages and under any policy of insurance or certificate of self-insurance in connection with the Rental Agreement, for you and all other passengers in the car. You understand that uninsured and underinsured motorist coverage protects you and other passengers in a car for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance or has insufficient insurance to pay for losses and damages.

16. Damage to/Loss of the Car. If you do not accept Theft Protection, or if the car is lost or damaged as a direct or indirect result of a violation of paragraph 17, or damaged as a result of an act of nature, you are responsible and you will pay us for all loss of or damage to the car regardless of cause, or who, or what caused it. If the car is damaged due to theft reasons, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the car in its damaged condition, you will pay the difference between the car's retail fair market value before it was damaged and the sale proceeds. Depreciated book value may be higher than retail fair market value. Where permitted by law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, tires, and antenna, as part of your rental charges at the time of return. If the car is stolen and not recovered you will pay us the car's fair market value before it was stolen. As part of our loss, you'll also pay for loss of use of the car, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("Incidental Loss"). If your responsibility is covered by any insurance, credit card benefit, travel insurance or such other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and you assign all of your benefits directly to us to recover all consequential and incidental damages, including but not limited to the repairs of the car plus diminished value or the fair market retail value of the car (less salvage value plus costs incurred in the salvage-sale), and all Incidental Loss and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid us and what we collected from the third party. If the law of a jurisdiction covering this rental requires conditions on LDW that are different than the terms of the Rental Agreement, such as if your liability for ordinary negligence is limited by such law, that law prevails. You understand that you are not authorized to repair or have the car repaired without our express prior written consent. If you repair or have the car repaired without our consent, you will pay the estimated cost to restore the car to the condition it was in prior to your rental. If we authorize you to have the car repaired and the cost of repair is our responsibility, we will reimburse you for those repairs only if you give us the

repair receipt.

17. Prohibited Use of the Car. Certain uses of the car and other actions you or a driver may take, or fail to take, will violate the Rental Agreement. **A VIOLATION OF THIS PARAGRAPH, WILL AUTOMATICALLY TERMINATE YOUR RENTAL AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT YOU HAVE ACCEPTED, INCLUDING BUT NOT LIMITED TO SUPPLEMENTAL LIABILITY INSURANCE, PERSONAL ACCIDENT INSURANCE, PERSONAL EFFECTS INSURANCE, ANY ROADSIDE ASSISTANCE PLAN, EMERGENCY SICKNESS PROTECTION AND LOSS DAMAGE WAIVER (LDW) OR PARTIAL DAMAGE WAIVER. IT ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT WE MAY INCUR.** It is a violation of this Paragraph if any of the following occurs:

A. You use or permit the car to be used: 1) by anyone other than an authorized driver, as defined in paragraph 6; 2) to carry passengers or property for hire or more passengers than the car has seat belts to carry; 3) to tow or push anything; 4) to be operated in a test, race or contest or on unpaved roads; 5) while the driver is under the influence of alcohol, any controlled substance, including without limitation any federally controlled substance listed under the Controlled Substance Act in European Union (a "Controlled Substance"), or medications that affect vehicle operation and/or constitute driving while impaired under applicable law; 6) for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking; 7) recklessly or while overloaded; or 8) if the car is driven into prohibited countries without our expressed permission. B. You or an additional driver, whether authorized or not: 1) fail to promptly report to WinRental any damage to or loss of the car when it occurs or when you learn of it and provide us with a written accident/incident report or fail to cooperate with our investigation; 2) Where required by law, failed to report an accident to law enforcement; 3) obtained the car through fraud or misrepresentation; 4) leave the car and fail to remove the keys (or key fobs) or close and lock all doors, close all windows and the trunk and the car is stolen or vandalized; or 5) intentionally or with willful disregard cause or allow damage to the car. C. You or an additional driver, whether authorized or not, return the car after hours and the car is damaged, stolen or vandalized or you otherwise fail to take reasonable steps to secure the car, its keys, key fobs, or other remote entry and starting devices. D. Driving or operating this car while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages shall be deemed a breach of the Rental Agreement.

18. Fuel Policy. There are two options regarding the fuel policy.

- 'full to full', with a refueling charge to be applied, if the vehicle is returned with missing fuel. Also the missing fuel will be charged.

- 'full to empty', with no refueling charge to be applied. The renter must only prepay the fuel for full tank, with the current price per liter.

19. Fines, Expenses, Costs and Administrative Fees. You'll pay or reimburse us for all fines, penalties, interest, and court costs for parking, traffic, toll and other violations, including storage liens and charges incurred as a result of your rental. You

will also pay a reasonable administrative fee with respect to any violation of the Rental Agreement, such as for repossessing or recovering the car for any reason. You agree we may, in our sole discretion, pay all tickets, citations, fines, penalties and interest on your behalf directly to the appropriate authority and you will pay us for what we paid to the appropriate authority or their designated agents plus a reasonable administrative fee and any attorneys' fees and expenses we incur. You agree and acknowledge that we cooperate with all federal, state/provincial, municipal and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required.

You authorize us to release the rental and credit/debit card information regarding your rental to any Processing Services / Violation Management Services (VMS), or another agent we authorize to act on our behalf for the purpose of processing and billing you for any tickets, citations, fines and penalties incurred by you or assessed against us or the car during your rental plus a reasonable administrative fee per violation. You authorize as our agent of the above-mentioned services or another agent we appoint to bill you directly to the credit/debit card you used to rent the car. You authorize the providers of such services or another agent we authorize to contact you directly regarding any tickets, citations, fines and penalties incurred by your or assessed against us or to our car while the car was rented to you.

In the event we use a third party collection service or agent to resolve any tickets, citations, fines, penalties, and interest, you agree to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest. You acknowledge that you have no right to contest any such infraction or enter any plea other than guilty or no contest unless we consent to your action, provided that the penalty for the infraction is only the payment of money and does not involve any other administrative, civil, or criminal penalty.

You agree to indemnify and hold us and any other agent we authorize harmless for any such tickets, citations, fines, penalties, interest and administrative fees.

20. Indemnification and Waiver. You shall defend, indemnify, and hold us, our parent and affiliated companies harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner from this rental transaction or from the use of the car by you or any person, including claims of, or liabilities to, third parties. You may present a claim to your insurance carrier for such events or losses; but in any event, you shall have final responsibility to us for all such losses. You waive any claim against us for incidental, special or consequential damages in connection with the rental. You agree that if the rental takes place at a location operated by an WinRental System Licensee, any claim by you, including one that alleges unfair, deceptive or unconscionable conduct, your sole right and remedy is against that WinRental and not its parent or any of its affiliated companies.

21. Personal Belongings inside the car. We are not responsible for loss of, theft, or damage to any property in or on the car, in any service vehicle, such as a transit van or bus, on our premises, or received or handled by us, regardless of who is at fault. You'll be responsible to us for claims by others for loss or damage caused by your property.

22. Currency Conversion. If you use a credit or charge card that is issued by a financial institution outside of the European Union and your charges are billed to us in a currency other than Euros, the full amount of your charges will be converted to the card account's billing currency by us unless you have instructed us not to perform the conversion process on your personal account profile or submitted a written request in advance to have the currency conversion performed by your card issuer. Our

conversion will be based on a conversion rate published by Reuters or another independent reporting service and will incorporate a processing charge no higher than 3% applied to all amounts relating to the transaction. This charge will replace the currency conversion processing charge applied by your card issuer. You understand that your card issuer has a currency conversion process; that you have chosen not to use your card issuer's currency conversion process; and that you will have no recourse against your card issuer with respect to any matter related to the currency conversion or disclosure thereof.

23. Error in Rental Charges. The charges shown on the return record may be subject to review after returning the vehicle. You'll pay any undercharges and you'll receive a refund for any overcharges we discover on review.

24. Collection of the car. In case of not paying all amounts declared on the Rental Agreement, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the car including, without limitation, payment for loss of or damage to the car, rental charges, parking, red light and traffic fines and penalties, toll charges, towing, storage and impoundment fees, we will take the following actions: a) You agree to pay a late charge of 1 & 1/2% per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, "Charges"). b) You agree also to pay for any costs that we occur in seeking to collect such Charges including, without limitation, court costs and attorney's fees in addition to any administrative fees, cost of recovery, insufficient funds fees and collection fees (collectively, "Costs"). If the law permits, you authorize us and our collection agent, to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we or our representative(s) may access the personal information that you provided to us in any effort to collect any Charges or Costs under this section and may use the address provided by you on the Rental Contract, or in any customer profile, as the place to send any demands or collection notices. c) In the event that you presented a credit card or debit card for payment, you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.

25. Arbitration. Pre-Dispute Resolution Procedure: Before asserting a claim in any proceeding (including, but not limited to, in an individual arbitration proceeding or in a small claims court proceeding), you and WinRental agree that each shall give the other party written notice of the claim to be asserted 30 days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you intend to assert a claim against WinRental, you must send the written notice of the claim to: WinRental E.E, Xristomixali Xilouri 62-65, Heraklion, Crete, 71304, Attn: Legal Department. If WinRental intends to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. The parties may, but are under no obligation to, engage in privileged settlement negotiations during this 30 day period. NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED IN THIS PRE-DISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF). Dispute Resolution: (Not applicable if mandatory arbitration is prohibited by law). Except as otherwise provided below, in the event of a dispute that cannot be resolved informally through the pre-dispute resolution procedure, all disputes between you and WinRental arising out of, relating to or in connection with your rental of a car from WinRental and the Rental Agreement shall

be exclusively adjudicated by binding arbitration.

You and WinRental agree that any such arbitration shall be conducted on an individual basis and not in a class, consolidated or representative arbitration proceeding.

Notwithstanding any provision in the Rental Agreement to the contrary, if the class action waiver in the prior sentence is deemed invalid or unenforceable, neither you nor we are entitled to pursue dispute resolution by binding arbitration. If you are an individual (instead of, for instance, a partnership, corporation, or other form of entity or non-natural person), in the event that (1) your claim is less than 8783.40 euros or 10.000 dollars, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, WinRental will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. This arbitration agreement is subject to local law. The arbitrator's award may be entered in any court of competent jurisdiction. Notwithstanding any provision in the Rental Agreement to the contrary, the parties agree that if WinRental seeks to delete or materially modify the agreement to arbitrate from this dispute resolution provision, any such deletion or material modification will not apply to any individual claim(s) of which you have already provided notice to WinRental.

Disputes and claims that are within the scope of a small claims court's authority, as well as disputes and claims regarding personal injury and/or damage to or loss of a car related to your Win Rental rental, are exempt from the foregoing dispute resolution provision.

26. Additional Services and Products. From time to time we may offer additional services and/or products with associated terms and conditions or terms of use. If you purchase and/or use these services or products you agree to be bound by such associated terms and conditions or terms of use. Any extra unit is not part of the car. You are responsible for any loss or damage to the unit and its accessories regardless of cause even if you have accepted any extra insurance. If the unit and/or its accessories are lost or damaged so as to, in our sole opinion, require repair or replacement, you will pay us its repair or full retail cost. If you return the unit to a location other than the renting location without our authorization, you will pay us a fee for that unauthorized return.

27. Use of GPS Tracking Devices. We use GPS tracking devices to track or locate cars which may be late for their scheduled return, reported stolen, suspected of being lost, stolen, or abandoned or as may be required or requested by law enforcement, or to identify cars which have been damaged and may require roadside assistance, when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services. You should have no expectation of privacy or confidentiality as to the places where the car is driven while rented to you.

28. Connected Car & Location Data.

Equipment. Certain cars contain devices that monitor the car's condition, performance and operation, track fuel consumption, distance travelled, location and other information (the "Connected Car Data"), and may transmit such Connected Car Data to us, our third party providers and/or the car manufacturer. Some or all of these communications are turned on all the time, even when other services or other media in the car are turned off.

We cannot guarantee that a car without these features will be available at your time of rental.

These devices may have been installed by us, on our behalf, or by the car

manufacturer. If the devices are installed by the car manufacturer, the car manufacturer will process the Connected Car Data in accordance with its privacy notice. We do not provide the car manufacturer with your personally identifiable information ("PII"), unless authorized by you, or is necessary in connection with the provision of services provided through such car manufacturer, or is required by law. We may enter into agreements with car manufacturers to receive some or all of the Connected Car Data collected by these devices. We may use a third party to process the Connected Car Data on our behalf. We do not provide the third party processor with your PII, unless authorized by you, necessary in connection with the provision of services provided through such third party, or required by law.

Uses. If equipped and where permitted by law, we use these devices and the Connected Car Data for some or all of these purposes: (i) to provide certain aspects of our services to you e.g. remote lock/unlock, remote disable engine/cancel ignition, and automatically transmit vehicle data such as location, odometer, fuel level and other data during the rental; (ii) to manage your car rental e.g. start your rental, exchange or upgrade your car; (iii) to enable us to better understand how our cars are being used; (iv) to optimize our operations; (v) to assist in the handling of any liability or property damage claims; (vi) to provide roadside assistance services; (vii) to assist in the recovery of cars which are overdue, lost or reported stolen, or suspected of being lost or stolen; (viii) to develop new products and services and enhance our existing products and services; (ix) to respond to requests from law enforcement and/or regulatory authorities; (x) as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services, (xi) to protect the rights and/or property of WinRental or third parties; (xii) when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or in other circumstances in which we reasonably believe our cars are being or have been used in violation of law or otherwise in the commission of a crime; and (xiii) to comply with law. Connected Car Data is collected, used, retained & disclosed for purposes stated in the Privacy section below.

Privacy. We collect, use and share your PII with WinRental affiliates, licensees and other third parties to: (a) provide and administer the services you request, including use of corporate discounts and loyalty programs; (b) carry out relevant identity, fraud, security, driving license and credit checks; (c) maintain, develop and improve the administration and management of our services; (d) protect our interests and enforce our rights, including pursuing available remedies or limiting damage that we may sustain; (e) protect the rights, privacy, safety and/or property of you and others; (f) comply with or as permitted by law; and (g) provide you with information about goods and services we think may interest you, unless you opt out. You may limit the use and sharing of your PII for marketing purposes, and you may access or correct your PII. Also see the Connected Car & Location Data section above. This information may be used by us during and after the rental period (if applicable law allows). To provide you services or in the course of our business operations, we may need to transfer your PII to locations outside of the country where you rented the car, and your PII may be subject to laws of other countries. By requesting and using our services, you expressly agree to our collection, use and sharing of your PII for as long as the law allows. For more detail about our privacy practices please see the full Privacy Notice which may be obtained at www.winrental.gr or by writing to WinRental E.E Xristomixali Xilouri 62-65, Heraklion, Crete, 71304.

29. Other Important Provisions. We may transfer our rights and obligations under these Terms and Conditions to another party, but this will not affect your rights or the obligations of the provider under the Rental Agreement. You may only transfer your

rights or obligations under these Terms and Conditions to another person if we agree in writing. If we fail to insist that you perform any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. Each of the provisions of the Rental Agreement operate separately. If any court or competent jurisdiction decides that any discrete provision of them is unlawful or unenforceable, the remaining provisions will remain in full force and effect.

30. Cooperation. You agree to cooperate and coordinate with WinRental generally and to take any actions WinRental reasonably requests in connection with (i) this Rental Agreement, (ii) your use and return of the car, and (iii) any disputes, actions, proceedings, suits, and investigations related to this Rental Agreement or your use of the car, including without limitation, execution and delivery of any documents WinRental reasonably requests, giving testimony under oath, and taking any other actions WinRental reasonably requests related to this Rental Agreement or your car rental.