

CONSUMER TERMS AND CONDITIONS

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This clause sets out the procedure for reservations, confirmations and delivery of a vehicle and explains the responsibilities of CARNECT compared to those of the relevant car rental company. It also explains what happens if you do not show up to collect your car. In addition, the clause explains when payment is taken and highlights some of the terms that may be included in a car rental contract, such as a requirement for you to pay a security **deposit**.

6. Prices. This clause explains that quotations are given in the stated currency and explains when prices may be subject to change.

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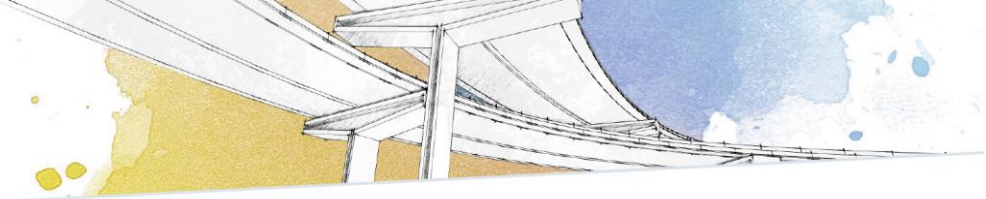
8. Customer's Obligations and Liability. This clause sets out your obligations and reminds you that your rental must be lawful.

9. CARNECT Obligations. This clause reiterates that our obligations are limited to liaising with the car rental company and not for the provision of the car rental service.

10. Disclaimer of Warranties. This clause explains much of the information we provide via the car rental platform comes directly from the car rental companies. As such we are not responsible for that information, nor are we liable for a failure to fulfil a car rental contract by a car rental company.

11. Limitation of Liability. This clause sets out the limitations on our liability.

12. Miscellaneous. This clause contains a number of general provisions in relation to the contract between you and us including how we use your data, which law will apply and the way in which the contract should be interpreted.



1. Definitions

1.1 “CARNECT” means the MICRONNEXUS GmbH brand, a company incorporated in Germany, with registered address at Humboldthaus, Am Sandtorkai 37, 20457, Hamburg, Germany.

1.2 “These Terms” means these terms and conditions for the use of the Car Rental Platform and for the Car Rental Booking Services as set out below.

1.3 “Car Rental Platform” / “CARNECT Booking Platform” means the booking engine operated by CARNECT.

1.4 “Car Rental Booking Services” means the services provided by CARNECT through its Car Rental Platform to enable Customers to arrange and reserve Car Rental Services.

1.5 “Car Rental Services” means the services for renting a car provided by the Car Rental Company to the Customer.

1.6. “Car Rental Company” means the car rental supplier offering the Car Rental Services to Customers.

1.7 “Customer” means any end consumer who utilizes the Car Rental Booking Services.

1.8 “Car Rental Contract” means the contract between the Customer and the Car Rental Company.

2. General

2.1 These Terms apply to the provision by CARNECT of Car Rental Booking Services to the Customer and the use of the Car Rental Platform.

2.2 These Terms may be updated or amended from time to time by CARNECT and the then most recent version shall apply to each reservation without any need of express reference thereto or agreement thereon at the conclusion of such transaction.

2.3 CARNECT hereby objects to any counter confirmation, counter offer or other reference by the Customer to its terms and conditions; any dissenting terms and conditions of the Customer shall only apply if CARNECT has confirmed the same in writing.

2.4 The Customer may not assign any claims arising from transactions with CARNECT without CARNECT’S written approval.

3. Provision of Service

3.1 CARNECT undertakes to offer Car Rental Booking Services through its Car Rental Platform. CARNECT is not, nor does it own or operate any Car Rental Company. CARNECT does not enter contracts with Customers for Car Rental Services, but acts as an agent only, by submitting Customers’ requests and reservations to Car Rental Companies

through its Car Rental Platform. The Car Rental Contract is concluded between the Customer and the relevant Car Rental Company.

3.2 The Customer is advised that the Car Rental Contract will be subject to the terms and conditions of the Car Rental Company.

3.3 Special regulations or restrictions may be applied by the Car Rental Company to chosen prices, products or services. In this case the Customer will be advised accordingly prior to the reservation.

4. Offers

4.1 All offers made by CARNECT are on behalf of the Car Rental Company only.

4.2 Until confirmed by the Car Rental Company, offers shall not be binding, in particular with reference to price, delivery time and further specifications of the Car Rental Contract.

5. Reservations, Confirmations and Delivery of the Car

5.1 Reservations placed by the Customer are not accepted until they have been confirmed by CARNECT in writing or by email on behalf of the Car Rental Company or by the Car Rental Company itself in writing, by email or by debiting an account or a credit card. All reservations remain subject to explicit confirmation by the Car Rental Company itself and its terms and conditions.

5.2 We strongly recommend the Customer checks the correctness of the confirmation of the reservation immediately and informs CARNECT in the case of any mistake and/or discrepancy without any delay.

5.3 The approved car rental price will be charged by the Car Rental Company at time of reservation. CARNECT is authorized to collect the payment for the Car Rental Services from the Customer's credit card on behalf of the Car Rental Company.

5.4 The Customer's offer to purchase the Car Rental Services is accepted once the necessary payment is received and the CARNECT voucher is made available to the Customer. Acceptance of the Customer's offer is given by CARNECT acting as agent on behalf of the Car Rental Company. For avoidance of any doubts, a failure to pay will mean that the Customer's offer to purchase the Car Rental Services will be rejected and the booking process will be incomplete.

5.5 The CARNECT voucher must be presented at the rental desk. The CARNECT voucher will normally be available once full payment has been received and the car confirmed by the Car Rental Company. If you do not collect the car, or where you are not permitted to collect the car due to insufficient documentation or failure to provide a valid credit card, this will be treated as a 'No Show', which means the terms of clause 7.2 will apply (please see references below).

5.6 These Terms do not constitute a contract for the Car Rental Services, which will be supplied separately under a Car Rental Contract. We strongly recommend that you read the Car Rental Contract, which may include some or all of the following provisions. Most Car Rental Companies require a **security deposit** before delivery of the rental car. Subject to the applicable Car Rental Contract, this may take the form of an amount (equivalent to the excess (if applicable) plus fuel, plus V.A.T.) being blocked on an international credit card in the name of the primary driver (cash deposit, maestro, switch, visa electron, prepaid credit cards and all debit cards are not accepted). If a **security deposit** is required, a Car Rental Contract will usually provide that the blocked amount will be returned in full at the end of the rental provided the vehicle is returned in the same condition as rented. If a Car Rental Contract contains drop off charges, these are usually estimates only, and may change without notice. The Customer must produce a valid driver's licence and identity card/passport as well as a valid credit card when collecting the rental car. Usually the credit card owner and driver must be the same person. If in doubt, please contact the Car Rental Company to confirm the requirements prior to delivery.

5.7. No Handwritten Signatures

Given the nature of online transactions, you hereby acknowledge the impossibility of signing the letter of payment, understood as the document by means of which consent is normally given to a transaction. For this reason, you accept not to sign any electronic transaction generated as a result of booking via the CARNECT Booking Platform.

The person who fills in the booking form on the CARNECT Booking Platform must be authorized to do so. Furthermore, this person shall be responsible for the total cost of the reservation, including cancellation or amendment charges.

After proceeding to the product reservation and payment via the CARNECT Booking Platform, CARNECT will then confirm it by email and provide a service voucher. You must print and present this voucher when you arrive at the Car Rental Company's location where the service(s) is/are offered, or when it/they commence(s).

The voucher is not a rental agreement and at the time of pick-up of the vehicle you will be presented with a Car Rental Contract by the relevant Car Rental Company. **We strongly recommend that you read the terms of the Car Rental Contract carefully prior to signing and especially check your rental inclusions and exclusions.** All car rental rates are guaranteed in the currency stated therein. All local fees for services not included in the rental are billed by the Car Rental Company in local currency. The Car Rental Company may apply additional fees for rental service beyond hours of operation.

6. Prices

6.1 Prices are quoted in the currency of the source market including valid V.A.T. unless otherwise stated in the offer or confirmation documentation issued to you by CARNECT or the applicable Car Rental Company.

6.2 Unless otherwise expressly agreed, the rental price is subject to the currency of the destination, where the rental car is delivered, at the time of the payment.

6.3 If, as a result of change of law between the agreement date and the rental date, additional or increased charges, in particular duties, levies, currency compensation payments etc., shall be payable, then CARNECT on

behalf of the Car Rental Company or the Car Rental Company itself shall have the right to increase the rental price accordingly. If such an increase in rental price is not acceptable to you, you shall be entitled to cancel your reservation, provided that such cancellation is made no less than 48 hours prior to the reserved rental start date/time, and seek a refund of your voucher. In such case, no cancellation fee shall be payable.

7. Modification or cancellation of Reservation

7.1 Modification of Reservation

CARNECT does not charge any administration fee for Reservation amendments made no less than 24 hours prior to the rental start date. This excludes any cost increases caused by a material change to the booking, such as its duration or the car class, or by the Car Rental Company changing its rates following the original booking or by Car Rental Company applying its amendment fee. Reservation amendments require the original voucher to be reissued. If your request to change the reservation leads to a cost increase which is not acceptable to you, you are entitled to cancel your reservation in accordance with the conditions established under the clause 7.2.

7.2 Cancellation of Reservation

3. - As a special Customer service, no administration fee for cancellations will be charged when CARNECT is advised by the Customer 48 hours prior to the reserved rental start date. For cancellations, less than 48 hours prior to the reserved rental start date and/or in case of fail to show-up, CARNECT will retain the full amount of the Car Rental Services;

Where the vehicle is not picked up due to failure to collect the car at the specified time/date, insufficient documentation (e.g. failure to provide a valid driver's licence, a valid credit card or a valid identity card/passport) and CARNECT is advised of this at the time of the pick-up, this will be treated as "No show".

7.3 CARNECT does not refund any unused days if the Customer does not show up, shows up late or returns the vehicle early unless such a refund is offered to CARNECT by the relevant Car Rental Company. If CARNECT receives any sum by way of refund from the relevant Car Rental Company it shall endeavor to pass such sums on to the Customer as a gesture of goodwill, however Customer acknowledges that such refund will be net of any margin applied by CARNECT to the rental fees payable or paid to it under these Terms.

8. Customer's Obligations, Liability

8.1 The Customer guarantees that all information provided to CARNECT whether by the Customer himself or by another person in the Customer's name and/or for his/her account is correct and complete.

8.2 Any reservation with fraudulent, speculative or bogus intention or which is concluded in the expectation of an increasing demand, is prohibited.

8.3 The Customer agrees and accepts that the Car Rental Booking Services rendered by CARNECT may only be used for legal reservations by the Customer.

9. CARNECT'S Obligations

9.1 CARNECT'S obligation is limited to the forwarding of the information for the Car Rental Contract to the Car Rental Company.

9.2 The delivery of the rental car is also not part of CARNECT'S obligations.

10. Disclaimer of Warranties

10.1 CARNECT relies on the information from Car Rental Companies. CARNECT does not have the opportunity to check the correctness and/or completeness of this information. CARNECT does not warrant or make any representations regarding the correctness, reliability, completeness and/or currency of any information content and/or service whatsoever. CARNECT does not warrant that its services will be uninterrupted or error-free and that defects will be corrected or that the server that makes the content available will be free of viruses or other harmful components.

10.2 CARNECT does not warrant and is not liable for the availability of the rental cars at the time of the reservation nor for the fulfilment of the Car Rental Contract.

11. Limitation of Liability

11.1 CARNECT, its representatives, directors, owners, affiliates, employees and vicarious agents (in the following provisions, together designated as "CARNECT") shall not, regardless on which legal grounds, be liable for any direct or indirect loss or damages arising out of, or in connection with your use of any information, products, services and/or the materials offered through this Car Rental Platform, including but not limited to any indirect or consequential loss or damages howsoever arising, financial loss, loss of data or opportunity, even if CARNECT has been advised of the possibility of such loss or damage or such loss or damages were reasonably foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both CARNECT and the Customer knew it might happen.

11.2 CARNECT shall not be liable for any interruptions or errors of the CARNECT Booking Platform, nor for ensuring that any content of the Car Rental Platform which is provided by Car Rental Companies or any other third party is free from errors, omissions, defects or viruses, nor for the accuracy or legality of the contents.

11.3 CARNECT excludes to the fullest extent permitted by law any warranties (whether express or implied), as to the quality, completeness or performance for a particular purpose of 1) any car rental booked through this Car Rental Platform and 2) this Car Rental Platform and any of its contents, including, but not limited to, any information relating to Car rental Company's rentals contained within this Car Rental Platform and the technology supporting it.

11.4 Any booking made by Customer for Car Rental Services on this Car Rental Platform is made with a Car Rental Company and not CARNECT. CARNECT and this Car Rental Platform only provide the making of reservations with the Car Rental Companies. CARNECT is not a party to the Car Rental Contract between Customer and the Car Rental Company and has no responsibility or liability (directly or indirect) to any party in respect of the terms of Customer Car Rental Contract with the Car Rental Company or any problems arising with the car rental booked pursuant to that contract or any other problems between Customer and

the Car Rental Company. For the Car Rental Booking Services, Customer is bound by and deemed to have accepted these Terms. Customer acknowledges that, on making a booking, it will be required to enter into a separate Car Rental Contract with the relevant Car Rental Company.

12. Miscellaneous

12.1 The Customer may only exercise a right of set-off against claims of CARNECT if the counterclaim of the Customer is undisputed or has been judicially decided and is final and legally binding.

12.2 The failure of CARNECT to enforce or to exercise at any time or for any period any term of or any right pursuant to these Terms shall not be construed as a waiver of any such term or right and shall in no way affect CARNECT'S right later to enforce or exercise it.

12.3 The headings and titles contained in these Terms are included for convenience only and shall not limit or otherwise affect the meaning of these Terms.

12.4 The customer is informed that CARNECT collects, processes and stores the personal data obtained in the context of the business relationship in accordance with the statutory provisions of the EU Data Protection Regulation and the Federal Data Protection Act. Reference is made to the privacy policy of CARNECT.

12.5 German Law shall apply, subject to the exclusion of the UN Convention on the International Sale of Goods.

12.6 Hamburg shall be the exclusive court venue, provided the Customer is a business, a legal entity established under public law provisions or a body comprising special assets established under public law.

12.7 Should individual provisions of these Terms be or become unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the other provisions and shall not affect the validity and enforceability of the remaining provisions. In place of the ineffective provision, a substitute arrangement shall apply which most closely corresponds to the purpose sought to be achieved with the ineffective provision.