

OSCAR ALQUILER DE COCHES S.L CONSUMER TERMS AND CONDITIONS

Introduction

- We, Oscar Alquiler de coches S.L, with our registered office in Plaza de la solidaridad 12, 5º, 29006 Malaga, registered in the Spanish Mercantile Register under Bo6963516 (Tel. +34 951 12 93 33, E-Mail: hola@oscar.es) (hereinafter referred to as "Oscar"), operate an online platform matching car rental contracts, which can be accessed via the Spanish website www.oscar.es or via the software application Oscar available for Android and iOS (the "Platform"). These Terms and Conditions can also be accessed via: <https://oscar.es/en/terms-conditions>
- These Terms and Conditions (the "**Terms**") are the basic rules governing access to and use of the Platform. On the Platform you (the "**Consumer**" or "**Consumers**") can view advertisements of new and used cars and/or vans ("the **Vehicles**") created by commercial car dealers ("the **Oscar Partners**"). You can make a reservation (the "**Reservation**") for the rental of the Vehicles offered by the Oscar Partner, directly with the Oscar Partners (the "**Vehicle Rental Services**"). The Consumers use Oscars services for information purposes or to initiate or enter into Car Rental Agreements (as defined below).
- Please note that the provisions of these Terms apply to Consumers only. If you use the Oscar App as a Consumer, the App Conditions for Consumers as set out in Appendix 2 apply.
- Please note that Oscar itself does not offer Vehicles for hire and is not a party to the Car Rental Agreements to be entered into, any other contracts or contractual relationships of any kind. These are solely between individual consumers and Oscar Partners. Nevertheless, Oscar is able to act on behalf of the Oscar Partner and is able to conclude or negotiate in relation to the Car Rental Agreement.
- Oscar may, without any liability to you or the Oscar Partner, terminate, limit, suspend or restrict the availability of all or part of the Platform or certain features at any time subject to prior written notice, detailing the reasons for the decision without undue delay including i) to protect the security or integrity of the Platform or our servers, ii) to perform maintenance on the Platform, iii) in the event of breach of these Terms, including a payment default, or iv) to comply with applicable laws.
- For the purposes of these Terms, "you" or "your" means all natural persons who use the Platform as Consumers for information purposes or to initiate or conclude Car Rental Agreements. "We" or "us" means Oscar (as defined above).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

Use of the Platform

1. Description of the services

- 1.1. We operate the Platform to enable the posting of Vehicles for rent, the search for Vehicles, products or services offered through the Platform or renting a Vehicle, or for other purposes expressly stated on the Platform (hereinafter referred to as "**Services**"), subject to these Terms.
- 1.2. We endeavour to ensure that our Consumers always have a pleasant and smooth use of the Platform, but we cannot control the conduct of users or the legality, accuracy or completeness of the advertisements, information and contact details published. Despite various security precautions, it can therefore not be ruled out that incorrect data has been deposited or that this data has changed in the meantime.
- 1.3. You expressly acknowledge that we are not obliged to verify the information provided by a user and that we do not guarantee that an advertisement meets the expectations of a Consumer or corresponds to the description.
- 1.4. By using the Platform and accepting these Terms, you acknowledge that Oscar is not a party to any contract to be entered into between you and any other user on the Platform. You further acknowledge that Oscar has the right, but not the obligation, to monitor the use of the Platform and to review content such as information, data, images, video and audio uploaded by our users (the "**User Content**").

2. No guarantee of availability

- 2.1. Oscar does not guarantee the uninterrupted availability or accessibility of the Platform. Oscar reserves the right to discontinue the Platform or any part thereof or any features of the Platform or to modify the features of the Platform at any time subject to prior written notice in accordance with Section 6 of these Terms. Oscar will provide reasonable notice of any termination or permanent discontinuance of the Platform.

3. Links to third party websites

- 3.1. The Platform may contain links to third party websites ("**Third Party Services**"). Such Third Party Services may be subject to different terms and conditions.
- 3.2. Oscar is not responsible or liable for the availability or legality, accuracy or value of such Third Party Services or, the content, products or services available through such Third Party Services or their privacy policies and practices.
- 3.3. By linking to such Third Party Services, Oscar in no way recommends or endorses the Third Party Services. Your use of such Third Party Services is entirely at your own risk.

4. Registration of user account

- 4.1. In principle, you can view the advertisements published on the Platform without registering. Registering on the platform will unlock exclusive benefits explained further in Appendix 2.
- 4.2. If you register an account, you must provide accurate, current and, to the extent that it is mandatory and appropriately marked, complete information. You agree not to impersonate any other person or entity when registering on the Platform and to keep your account information up to date. In case of a change of the collected data after registration, you have to update the information in the account without delay or - if this is not possible - inform Oscar about the changes without delay.
- 4.3. On our servers, we will protect your registration data from unauthorised disclosure or access through appropriate technical and organisational measures. Outside of our control, you are solely responsible for maintaining the confidentiality of your credentials and for all activities that occur through the use of your credentials. You agree to notify Oscar immediately if you suspect that your credentials have been lost, stolen or your account is otherwise compromised.
- 4.4. As part of the registration process, you must truthfully and completely fill in all mandatory fields of the registration form and provide Oscar with certain information. This information will be treated confidentially in accordance with our [privacy policy](#).
- 4.5. You agree to these Terms and represent that you are not precluded from using the Services.
- 4.6. Only one registration may be made per legal entity or natural person. A user account is not transferable.
- 4.7. Oscar reserves the right to refuse the registration of a Consumer, particularly when the requirements for such registration are not met. Oscar may, including but not limited to, refuse the registration of a Consumer in case of non-payment, its own risk assessment (history on the Oscar Platform, history of fraud, abuse or damages), failing the ID verification, failing the Drivers License Verification or a Consumers Creditworthiness.

5. Blocking of the user account

- 5.1. Oscar is entitled to immediately block the user account:
 - a) if false information was given during registration;
 - b) in case of loss or in case of suspicion of misuse of the access data by a third party;
 - c) if the user has violated these Terms; or
 - d) if there is any other important reason in Oscar's opinion.
- 5.2. In case of a blocking of the user account, the affected Consumer is prohibited from re-registering with Oscar and from opening a new user account until Oscar has given its explicit prior consent.

6. Conclusion of Car Rental Agreement

- 6.1. Oscar is not a party to any Car Rental Agreement between you and any Oscar Partner (the "**Car Rental Agreement**") and does not offer Vehicle Rental Services nor does our Platform enable you to enter into Car Rental Agreements directly. Nevertheless, Oscar is able to act on behalf of the Oscar Partner and is able to conclude or negotiate in relation to the Car Rental Agreement.
- 6.2. The Oscar Partner determines the Vehicle rental fee as set in the Car Rental Agreement.
- 6.3. If you choose to purchase insurance through the Platform, you are also entering into an insurance contract between you and the insurer (please see section 11), which is subject to the terms and conditions of the policy of the insurer, to which Oscar is also not a party.

Types of Rental

At Oscar, you can choose from three types of Vehicle Rental Services as a Consumer:

- a) Short-term rental
- b) Long-term rental
- c) Car Subscription rental

In section 7, we describe the procedure for a short-term rental. In section 13 and 14, we describe the procedure and additional provisions for a long-term rental and Car Subscription Rentals.

Short-term rental

7. Reservation

- 7.1. If you are interested in an advertisement of an Oscar Partner, you can make an online reservation request by completing the reservation process, following the steps provided on the Platform.
- 7.2. By making the reservation request, you expressly consent to Oscar commencing the performance of its Services and acknowledge that you are aware that your right of withdrawal expires upon complete performance of the Car Rental Agreement by the Oscar Partner.
- 7.3. Once you have completed the reservation process and agree with all the details of the Reservation, you must click on the "**Continue**" button. Before proceeding to the next step, you must fill in the forms provided and provide the required personal data, which will be processed in accordance with our [privacy policy](#).
- 7.4. Oscar reserves the right to refuse the reservation request of a Consumer, particularly when the requirements for such reservation are not met. Oscar may, including but not limited to, refuse the reservation of a Consumer in case of non-payment, its own

risk assessment (history on the Oscar Platform, history of fraud, abuse or damages), failing the ID verification, failing the Drivers License Verification or a Consumers Creditworthiness.

8. Payment

- 8.1. The last step before completing the Reservation is the payment confirmation. Before you make the Reservation, you will be shown a reservation summary indicating the Vehicle you wish to rent and the amount of the rental fee as agreed in the Car Rental Agreement, and any additional charges must have been paid prior to the commencement of the Car Rental Agreement.
- 8.2. To confirm the payment, please click on the "**Approve Payment**" button. Before completing the Reservation, you should check all the information you have entered and correct any errors if necessary. As soon as we receive your application, we will start processing it immediately.

9. Confirmation of the Reservation

- 9.1. After you have made a Reservation, we will send you a confirmation email confirming that we have received your Reservation.

Rental Conditions

10. Renting a Vehicle

Oscar strives to provide accurate and up-to-date information regarding the Vehicles. Please be advised that Vehicles and their features depicted online are for illustrative purposes and may not always precisely reflect the Vehicles available for rental at the Osar Partner location.

- 10.1. Renting a Vehicle as a Consumer is only permitted for natural persons who are at least 18 years old and have unlimited legal capacity. The minimum age can vary, depending on the jurisdiction, insurance policy, Oscar Partner or Vehicle. Minors and other natural persons without or with limited legal capacity are not permitted to rent a Vehicle.
- 10.2. To rent a Vehicle at Oscar, you must bring the following:
 - a) A valid driver's license for the listed driver/drivers on the Car Rental Agreement;
 - b) Personal Identification Document (e.g. DNI, NIE, or passport); and
 - c) Credit/debit card for the payment of the rental fee and for post-charging other amounts related to the Car Rental Agreement.
- 10.3. **Payment.** If you make the booking of the Vehicle more than 48 hours before the pick-up time, you can choose to either pay 100% or 25% depending on the rental amount as set out in the Car Rental Agreement at the time of Reservation and the remaining amount at the pickup. If you book a Vehicle within 48 hours before the pick-up time, the full amount must be paid at the time of Reservation.

- 10.3.1. Fuel is not included.
- 10.3.2. When purchasing extra kilometres, the Consumer is not entitled to compensation for unused kilometres. This also applies to kilometres included in the rental amount as agreed in the Car Rental Agreement.
- 10.3.3. According to applicable law, the Oscar Partner can include post-chargeable fees or change the transaction amount after signing the Car Rental Agreement.
- 10.3.4. The amount of fuel, extra kilometres, excess for damages, parking/traffic charges, and other amounts relating to the rental fee can be charged by the Oscar Partner.
- 10.3.5. Accessories such as car seats, child pads, and seat cushions can be rented for a fee. Correct and proper fitting and usage of these items are not the responsibility of the Oscar Partner.
- 10.4. **Cancellation.** Notwithstanding the cancellation terms for long-term rentals and Car Subscription Rentals as set out in clause 14.6, a short-term rental cancellation made less than 48 hours before pickup entitles the Owner to charge the full amount of the rental fee (100%). If cancellation is made between 48 hours and 7 days before pickup, you will have to pay 25% of the full fee. For cancellations made more than 7 days prior to pickup, no fee will be charged (0%). A change of pickup location must be made more than 48 hours prior to pickup. If you need to cancel or inquire about it, please contact us via the contact details provided via this [link](#).
- 10.5. **Charge of Deposit.** The deposit amount typically depends on whether you purchase an (excess) insurance or not. The Oscar Partner locations decide the deposit amounts. The deposit will be reserved at latest when picking up your Vehicle on the selected payment method.
- Note:** Cash payments are not allowed on any of our rentals. It can take up to 31 days from the moment the Oscar Partner releases the deposit, to it being released to the Consumer's bank account, depending on the bank the Consumer has.
- 10.6. Upon signature, the Consumer relieves the Oscar Partner of any liability on items that the Consumer or others may have stored, left behind, or transported in the Vehicle.
- 10.7. The Consumer acknowledges that the Oscar Partner has taken all precautions to avoid mechanical failure of the Vehicle. However, should an error or failure occur, Oscar is not responsible nor liable for any consequences thereof.
- 10.8. **Right of withdrawal.** The consumer hereby acknowledges that the Consumers right of withdrawal does not apply to vehicle rental when the contract foresees a specific date or period of performance. Therefore, the Consumer loses its right of withdrawal upon completion of the Reservation.

- 10.9. **Pick Up obligations.** The Vehicle must be picked up at the agreed time. Oscar reserves the right to charge the full rental fee if the Vehicle is not picked up on the agreed time. Oscar also reserves the right to rent the Vehicle to another customer if it is not picked up on the agreed time, subject to a reasonable term of 24 hours. If you arrive after the reasonable term of 24 hours, Oscar or the Oscar Partner will provide you with a Vehicle substantially similar to the one you reserved. Likewise, Oscar reserves the right to charge the full rental fee, if the specified deposit amount for the rental cannot be paid, or if either a valid driver's licence, identity document, or credit/debit card for the payment is not brought with you for the pickup of the Vehicle. The obligations in this clause 10.9 apply without prejudice to all types of rentals.
- 10.10. When picking up the Vehicle, the Consumer should immediately inform the Oscar Partner of any damages or defects that are not apparent in the damage record to avoid unnecessary deduction of excess at the Vehicles' return.
- 10.11. **Additional Drivers.** The Consumer has the option to include additional drivers, subject to meeting our eligibility criteria. Each driver, including any additional driver, must provide valid identification, meet the minimum age to drive under applicable law, go through our verification process and driving history requirements.
- 10.12. **Delivery obligations.** At the end of the rental period, the Vehicle must be delivered at the appointed time and must be delivered at the same location as the pick-up and in the same condition as at the pick-up, unless agreed with the location and upon payment of the applicable fee. When extending the Car Rental Agreement, you must contact the Oscar Partner. If delivery time is exceeded, the Consumer is liable for loss due to the time exceeded. The Vehicle is always the responsibility of the Consumer, even if the Vehicle is delivered outside normal business hours. In case four (4) hours lapse after the agreed delivery time, the Vehicle may be reported stolen, and a fee will be charged (in accordance with Appendix 1).
- 10.13. **Consumer responsibility.** It will always be the Consumers responsibility to compensate for the full cost of damage for irresponsible driving. This also applies if the Consumer does not comply with applicable laws, such as applicable traffic acts in the jurisdiction where the Vehicle was rented, in case any oil, water or other necessary liquids of the Vehicle are missing or at insufficient levels, and in case of vandalism and any type of abuse of the Vehicle. The Consumer must check the vehicle fluid levels on a weekly basis.
- 10.14. If a Vehicle requires service during the rental period (for example, if an orange or yellow lights signifies that the Vehicle needs to be serviced or repaired) the Consumer must promptly report the issue and take the appropriate action as instructed by the Oscar Partner.
- 10.15. If the Vehicle is seized or confiscated by the authorities, the Consumer must pay the full rental fee as specified in the Car Rental Agreement in addition to the costs incurred in the event of repatriation of the vehicle to the point of origin.

- 10.16. Without prejudice to the provisions of art. 10.10, the Consumer accepts a personal responsibility to pay for:
- a) The agreed rates, taxes, insurance premiums, and other taxes required by law
 - b) A fee for possible pickup and delivery of the Vehicle
 - c) All court costs and fines related to parking offenses or other offenses committed during the term of the Car Rental Agreement
 - d) Attorneys' fees where the law permits, accrued collection fees, etc., that are imposed on the Consumer
 - e) Cost of any damage to the Vehicle
- 10.17. **Prohibited use of the Vehicle.** It is prohibited:
- a) To use the Vehicle for either direct or indirect transport of goods or persons for a fee (including, but not limited to taxi services or delivery services)
 - b) To tow other vehicles unless agreed with the Oscar Partner
 - c) To use the Vehicle for driving courses, motorsport events, or similar events
 - d) To use the Vehicle for purposes that involve mechanical wear, or the need for extra cleaning after using the Vehicle
 - e) To use the Vehicle for off-road or circuit use
 - f) To have the Vehicle used by people who are affected or impaired by drugs and/or alcohol
 - g) To have the Vehicle used by persons not listed on the Car Rental Agreement
 - h) To use the Vehicle for the transport of dangerous goods
 - i) To rent the Vehicle to a third party.
 - j) To smoke in the Vehicle.
 - k) To change any equipment or features of the Vehicle
- 10.18. **No responsibility for Oscar.** The Consumer acknowledges that Oscar is not a party to the Car Rental Agreement and does not pay compensation to you or to the Oscar Partner and Oscar bears no responsibility of any kind, including but not limited to, responsibility for luggage or persons transported in a Vehicle or responsibility for the Oscar Partners delays or non-delivery, and Oscar does not pay compensation of any kind to you or the Oscar Partner.

11. Insurance

- 11.1. The insurance covers the Consumer or any additional drivers, as specified in the Car Rental Agreement or insurance policy, as applicable.
- 11.2. In the event of any damage, the Consumer must, depending on the terms of the insurance policy, immediately notify the Oscar Partner. The Consumers review must include as complete information as possible about the extent of the damage. The Consumer may not agree on payment, compensation, or performance of repairs without consent from the Oscar Partner.
- 11.3. The Consumer may have, pursuant to the details as visible during the completion of a Reservation an excess for damages, unless it is clear from the Car Rental Agreement that additional excess insurance has been purchased and lowered.

- 11.4. Except for the following cases, the insurance covers damages to the insured Vehicle and loss of the Vehicle in the event of theft. In addition to the Vehicle itself, the coverage also includes attached accessories installed by the Oscar Partner.
- 11.5. The insurance does not cover:
- a) Responsibility for transported goods
 - b) Driving outside of Europe
 - c) Damage to the driver or passengers
 - d) Wrong fuelling of the Vehicle, and possibly consequential damages arising therefrom
 - e) Damage caused by earthquakes or other natural disasters, war, riots, civil unrest, or nuclear energy release
 - f) Damage arising from situations where the Consumer has driven the Vehicle in violation of the provisions of the Car Rental Agreement
 - g) Damage to telephone systems, both fixed and portable, as well as any equipment for the systems
 - h) Damage caused only to the mechanical parts of the Vehicle. (However, such damage may be covered by the all-risk insurance if it has been surpassed by the Vehicle by fire, explosion, short circuit, lightning strike, theft, or vandalism.)
 - i) Damage caused by intentional recklessness or gross negligence
 - j) Damage that may have occurred while the Vehicle was being driven by a person who did not have a valid driver's licence or is not listed on the Car Rental Agreement as a Consumer or additional driver
 - k) Damage caused due to extraordinary or excessive use of the Vehicle
 - l) Any goods or assets that were stolen from the Vehicle
 - m) Damage that occurred because the driver of the Vehicle was affected by alcohol, drugs, or similar substances
 - n) In case the Consumer left the Vehicle unattended after the Vehicle was damaged or breakdown
 - o) If the Consumer had to pay the damage that is not covered by the insurance, the Oscar Partner has recourse for all expenses incurred.
 - p) Intentional Damage: Excludes damages caused deliberately by the insured or their relatives.
 - q) Wear and Tear: Does not cover damages due to natural wear and tear, mechanical breakdowns, or failure to maintain the vehicle.
 - r) Improper Use: Excludes damages caused when the vehicle is driven in off-road or unauthorized areas.
 - s) Unfixed Accessories: Similar to other coverage levels, excludes removable accessories not permanently attached to the vehicle.
 - t) Mechanical Failures: Excludes damage from improper maintenance or mechanical failures.
 - u) Intentional Damage: Excludes damages caused deliberately by the insured or their relatives.
 - v) Wear and Tear: Does not cover damages due to natural wear and tear, mechanical breakdowns, or failure to maintain the vehicle.
 - w) Improper Use: Excludes damages caused when the vehicle is driven in off-road or unauthorized areas.

- x) **Unfixed Accessories:** Similar to other coverage levels, excludes removable accessories not permanently attached to the vehicle.
- y) **Mechanical Failures:** Excludes damage from improper maintenance or mechanical failures.

11.6. **Excess Insurance.** The customer can purchase Excess Insurance during the booking process to reduce their liability for the excess amount in case of damage to the vehicle.

- What is covered?
 - Windows
 - Total Loss
 - Road Assistance
- What is not covered?
 - Rims
 - Tyres
 - Wrong fuel
 - Lost key
 - Interior damage

11.7. **International travel.** When using a Vehicle for international travel, foreign insurance must be added. When driving abroad without foreign insurance, Oscar has the right to charge a fee of 300 EUR and add on the cost of the foreign insurance. In addition, the Consumer may have an excess for damages depending on the rented Vehicle. Vehicles can only be used within the borders of the EU-Member states, the UK and Switzerland.

12. Fees

12.1. Oscar may charge additional fees as listed in Appendix 1 and in addition, in case of a Car Subscription Rental the fees listed in clause 14.6 (b), associated with the rent of the Vehicle, including, but not limited to, the following cases:

- a) The Vehicle is not returned in the same condition as at pick-up
- b) The Vehicle is not delivered on time
- c) The Consumer incurred costs, such as traffic and parking fees
- d) The Consumer or any other individual in the Vehicle smoked in the Vehicle
- e) The Consumer transported pets in the Vehicle
- f) The tracker detects behaviour that demonstrates a breach by the Consumer of the Terms

Long term rental

An Oscar long-term rental or Car Subscription Rental is a solution where you can rent a Vehicle for +28 days. In clause 13 and 14 below, you can read about the terms of a long-term rental and Car Subscriptions Rentals. All Terms apply to long-term rentals as well as to Car Subscription Rentals.

13. Setting Up a Long-term Rental.

- 13.1. **Acceptance of Car Subscription Rental terms.** A Car Subscription Rental is most easily created by using our online booking form, where the Consumer can find their desired Vehicle, view the Vehicle price, review included km, and opt for extra insurance, extra kilometres and accessories if desired. The online booking form can be accessed here <https://oscar.es/>. The Consumer will then be sent to the payment page, after which the Car Subscription Rental will be created, and a confirmation will be sent by email.
- 13.2. **Conditions when setting up a long-term rental.** The Consumer approves that Oscar may deduct the monthly price for the long-term rental on the entered credit/debit card for the duration of the Car Rental Agreement. The first payment for a long-term rental must fall on the date of the Reservation, after which payments will be made monthly. A payment receipt is sent upon creation and termination of the long-term rental. Customer service can be contacted at any time via this [link](#) if the Consumer wishes to change the credit card used for the rental.
- 13.3. **Responsibility and Liability.** When setting up a long-term rental, the Consumer undertakes responsibility to return the Vehicle on the date the long-term rental is terminated and return it in the same condition as when the Vehicle was delivered, unless otherwise agreed. In addition, the Consumer guarantees coverage on the credit or debit card entered for the rental so payment is made timely.
- 13.4. **Termination and Fixation.** The Consumer determines the length of the rental period when ordering, specifying an exact date for the end of the long-term rental. The long-term rental is automatically terminated after the end of this period. If the rental is extended, the Consumer must contact Oscar customer service before the rental period ends - after which the extension can be agreed. For cancellation, the terms of clause 14.6 apply.

14. Car Subscription Rental

- 14.1. **No automatic renewal.** Depending on the commitment period, you can choose a “long-term rental” or a “Car Subscription Rental”. For both types of rental, the rental ends after the selected period. The rental is not automatically renewed.
- 14.2. **Commitment Period.** We offer commitment periods of 3, 6, and 12 months. However, we reserve the right to modify these durations to better align with our services and customer preferences. Any changes in commitment periods will be communicated to existing subscribers in advance.
- 14.3. **Subscription Plans and Pricing:** Our Car Subscription Rental offers various kilometre monthly packages with corresponding pricing. By default, 1500 kilometres are included at the commencement of the Car Subscription Rental. An additional monthly package can be purchased to accommodate your driving needs throughout the subscription period. The sum of kilometres for the entire subscription period will determine the total kilometres you can drive during the Car Subscription Rental. The

first payment of the Car Subscription Rental fee (for the first month) of the Car Subscription Rental must be paid in full upon completion of the Reservation.

- 14.4. **Change of tyres.** Winter tyres are not included in the Car Subscription Rental.
- 14.5. **Basic and Premium Insurance.** Subject to clause 11, all subscribed Vehicles are covered by the basic insurance package. Premium insurance will be offered for an additional fee.
- 14.6. **Cancellation Policy:** If you decide to cancel your Car Subscription Rental:
 - a) 48 hours before the agreed pick-up time, you have to pay the fees due for one full (1) month of the subscription period or;
 - b) Within 48 hours before the agreed pick-up time, you will be subject to paying the fees due for one 25% of the first full month of the subscription period;
 - c) If cancellation occurs within the month, there will be no refund of the monthly amount already paid. If the cancellation of the subscription is not notified within 15 days' notice before the next billing period, the full amount corresponding to the following month will be charged.

All Vehicles must be returned no later than the last day of the Cancellation Period.

- 14.7. **Excess Kilometre Charges.** If you exceed the allocated kilometres specified in your chosen package, additional charges per kilometre will apply. These charges will be due at the end of the subscription period.
- 14.8. **Security Deposit.** Subject to clause 10.5 of the Terms, a security deposit may be required at the beginning of the Car Subscription Rental. The deposit will be fully refundable upon the successful conclusion of the Car Subscription Rental, provided there are no damages or outstanding payments.
- 14.9. **Additional Drivers.** The Consumer has the option to include additional drivers to the Car Subscription Rental, subject to meeting our eligibility criteria. To include an additional driver, you must demonstrate that the additional driver lives in the same household as you or works at the same company as you (e.g. statement of the employer or proof of residential address). The maximum number of additional drivers that can be added is three (3). Each driver, including any additional driver, must provide valid identification, meet the minimum age to drive under applicable law, go through our verification process and driving history requirements.

15. Trackers

- 15.1. The Vehicles may be equipped with advanced trackers, which enable the Oscar Partner, or, in some circumstances, Oscar, if Oscar is authorized to do so by the Oscar Partner, to monitor their precise locations. The Oscar Partner can, if necessary, prevent the starting of the Vehicle. The tracker's algorithm is capable of detecting potentially suspicious situations, such as nighttime driving, unauthorized delivery behavior, speed violations, and exceeding predefined geographic boundaries. We

maintain close communication with local authorities and are willing to share this information if requested or deemed necessary.

- 15.2. Information obtained via trackers can be used by the Consumer and is sometimes provided to third parties, including insurance companies and law enforcement groups, please see our privacy policy which can be accessed [here](#) for more details.
- 15.3. If the use of the Vehicle by the Consumer breaches the Terms, Oscar will send a notification by mail or contact the Consumer via phone, informing the Consumer of the breach. Oscar will provide the Consumer with a reasonable term to deliver the Vehicle to Oscar or the Oscar Partner location.
- 15.4. In the case of outstanding payments or non-compliance with these Terms or non-compliance with the reasonable term provided per the notification as set out in clause 15.3, we reserve the right to activate a vehicle immobilizer.
- 15.5. The provisions of this clause 15 apply without prejudice to a Car Subscription Rental

16. Intellectual Property

- 16.1. **Limited License to use the Platform.** Subject to the User Content, Oscar is the sole owner of all intellectual property rights in the Platform, its content (including but not limited to text, images, designs, logos, videos, sounds, data, graphics) and the software and databases that make the Platform work.
- 16.2. You are granted a limited, revocable, non-sublicensable, non-exclusive and non-transferable licence to access and use the Platform in accordance with these Terms.
- 16.3. Any use of the Platform for other purposes or not in accordance with these Terms is expressly prohibited. In particular, you are obliged:
 - a) Not to copy, reproduce, modify, adapt, publish or distribute, or cause to be copied, reproduced, modified, adapted, published or distributed, any content or any part thereof, unless expressly authorised by Oscar in writing in advance;
 - b) not to modify or cause to be modified any content or any part of the Platform, to translate or cause to be translated any content or any part of the Platform into any other language or computer language, or to create or cause to be created any derivative works thereof;
 - c) not to decompile or reverse engineer the Platform;
 - d) not to monitor, collect or have extracted, in whole or in part, any of the Platform's data using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, collection or extraction tool or other automated process;
 - e) not to use or cause to be used the Platform to post or transmit any information that is untrue, inaccurate, fraudulent, misleading, unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic or violates dignity, honour or sexual self-determination;

- f) not to infringe any proprietary or other rights of any third party, including, but not limited to, copyrights, trademarks, patents, trade secrets, other intellectual or proprietary rights, or rights of privacy or publicity;
- g) not to copy, retain or otherwise access information, including personal data about other Consumers, in a manner inconsistent with these Terms or in violation of any privacy rights of other Consumers or third parties or applicable law; personal data, including but not limited to contact details of others, contained in Oscar's Services or otherwise obtained by the Consumers in the course of using the Services may be used by Consumers solely for the purpose of initiating and executing Car Rental Agreements using the Platform. In particular, it is prohibited to use corresponding data for advertising purposes and to send unsolicited e-mail, fax or postal mail advertising to the person concerned or to make unsolicited telephone contact with him;
- h) to impersonate another natural or legal person or to deceive as to one's own identity;
- i) not to use the Platform for any purpose not expressly permitted by or contrary to these Terms or misleadingly implying cooperation or approval by Oscar;
- j) refrain from any other use of or access to the Platform which is, in our sole discretion, objectionable or which restricts or inhibits any other Consumers in the use of the Platform, the Services or the operation of the Platform or which may result in any harm to Oscar or any other Consumers.

16.4. **Oscar's Use of the User Content.** By creating, uploading, posting, transmitting, receiving, storing or otherwise disclosing any User Content on or through the Platform, you grant Oscar a non-exclusive, worldwide, royalty-free, irrevocable, for the entire legal duration of protection by relevant intellectual property rights under the applicable law, sublicensable and transferable license to access, use, edit, view, analyse, store, copy, reproduce, modify or remove any User Content, including without limitation to (i) operate, secure and improve the Platform (including for fraud prevention purposes, risk assessment, investigation and customer support), (ii) ensure compliance with these Terms, (iii) comply with applicable law or the order of a court, law enforcement agency or other administrative or governmental body, (iv) take action against User Content that we deem harmful or objectionable, (v) take actions set forth in these Terms, and/or (vi) maintain and enforce quality or suitability criteria.

17. Term, Termination and Termination of Registration

- 17.1. These Terms will remain in effect until terminated in accordance with the terms herein.
- 17.2. The registration is in principle for an indefinite period.
- 17.3. **Termination by Consumer.** The registration can be terminated by the Consumer at any time without giving reasons. For the declaration of termination by the Consumer, please contact us via e-mail through the [contact page](#).

- 17.4. **Termination by Oscar.** Oscar may terminate the registration at any time by giving 30 days written notice. For the notice of termination by Oscar an e-mail describing the statement of reasons for termination to the e-mail address of the Consumer given during the registration is sufficient.
- 17.5. No notice period referenced in this clause will be observed in case:
- a) another legal or regulatory obligation applies, preventing Oscar from observing the 30 days notice period;
 - b) the Consumer has repeatedly infringed these Terms; or
 - c) Oscar exercises a right of termination for a compelling reason under applicable law.
- 17.6. The right of extraordinary termination remains unaffected.
- 17.7. Termination or expiration of the registration and/or any agreements shall never result in an obligation for Oscar to refund or return any payments you have made to Oscar up until the moment of expiration or termination, nor shall expiration or termination affect accrued payment obligations.

18. Payments by Service Provider

- 18.1. By using the Platform, you grant Oscar a collection mandate for the processing of all collections, deposits and payments ("**Payments**") made on the Platform. In particular, the Payments are processed by our payment service provider Clearhaus A/S or PPRO (the "**Payment Service Provider**").
- 18.2. Payment processing services are subject to the terms and conditions of the Payment Service Provider. You agree to be bound by these conditions and agree to provide accurate and complete information about you and where applicable, your business, and you authorize Oscar to share that information related to your use of the payment processing services provided by the Payment Service Provider.
- 18.3. If you do not accept the terms and conditions of the Payment Service Provider Oscar is not obliged to process the payment in a different manner.
- 18.4. Upon acceptance of the Reservation through the Payment Service Provider, Oscar will collect the total amount payable by the Consumer as described in clause 8 of these Terms.
- 18.5. In that regard, Oscar is appointed as a commercial agent within the meaning of the Payment Service Directive (EU) 2015/2366 and acts as a commercial agent within the meaning of the Payment Services Directive (EU) 2015/2366.

19. Limitation of Liability

- 19.1. Oscar undertakes to duly mediate the contract between the Consumer and the Oscar Partner selected by the Consumer. The selection of the Oscar Partner and the provision of the service are expressly not obligations or services of Oscar. Oscar points out in connection with its duty to provide information that no statutory

warranty claims or strict liability arise through Oscar. Oscar is not liable for the conclusion of the Car Rental Agreement between the Consumer and the Oscar Partner. In this connection, Oscar expressly refers to the terms and conditions of the respective Oscar Partner.

- 19.2. Any liability of Oscar, its representatives and its agents, shall be limited to direct damages and to damages resulting from the intent or gross negligence of the senior management of Oscar. Other liability, of Oscar, to the extent permitted by law, is excluded. Direct damages shall in any case not include property damage such as, but not limited to, lost sales or profits, trading losses, consequential damages or damages for delay.
- 19.3. Only if and insofar as the foregoing exclusion of liability is not permitted by law, the liability of Oscar shall be limited to the lesser of the direct damage for which Oscar is insured, or a maximum of 1000 EUR excluding VAT in connection with which the damage occurred. Only if and insofar as the foregoing exclusion of liability is not allowed by law, the liability of Oscar shall be limited to direct damages of at most the amount (excluding VAT) paid out by its insurance company in the relevant case.
- 19.4. Oscar shall not be liable for items left behind by the Consumer, additional drivers or third parties when returning to the collection station.

20. Changes to the Terms

- 20.1. Oscar has the right to change or amend these Terms (e.g. by adding provisions for the use of any newly introduced additional features). The proposed changes to the Terms will be announced to the Consumer by email to the email address provided by the Consumer at least fifteen (15) days prior to the proposed effective date (the "**Change Notice**").

21. Contact

- 21.1. If you have any complaints, queries, comments or suggestions, please do not hesitate to contact us. You are welcome to contact us via the [contact page](#) at any time using the following contact details:

- Address: Oscar Alquiler de coches S.L , Plaza de la solidaridad 12, 5º, 29006 Malaga
- Phone: +34 951 12 93 33
- E-mail: hola@oscar.es

Registered in the Spanish mercantile register with number.: B06963516

22. Miscellaneous

- 22.1. **Assignment.** Consumers are not entitled to assign, pledge or otherwise charge any claims or other rights under these Terms without Oscar's consent.

- 22.2. Oscar is entitled to assign its rights and obligations under these Terms in whole or in part to a third party. Also in this case the Consumer is entitled to terminate the agreement according to clause 17.3 at any time.
- 22.3. **No set-off.** The Consumer is not entitled to set-off, unless the counterclaims have been legally established or are not disputed by Oscar.
- 22.4. Any failure by Oscar to enforce any rights arising out of or in connection with the Platform or any breach of these Terms in any particular case shall not be deemed a waiver of such rights.
- 22.5. **Entire Agreement.** These Terms and any documents incorporated by reference into these Terms constitute the entire agreement and understanding of the parties with respect to the Platform and supersede any prior agreements or understanding between the parties with respect to this subject matter. Each party acknowledges that, in entering into these Terms, it has not relied on any oral or written representations, warranties or other guarantees, representations, statements or undertakings made by or on behalf of any other party in relation to the Platform at any time prior to the date of entering into these Terms other than those set out in these Terms.
- 22.6. **Severability.** If any provision of these Terms is or becomes invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected thereby. Statutory law shall take the place of any provisions of these Terms that are not included or are invalid. If such statutory law is not available in the respective case (loophole) or would lead to an unacceptable result, the parties shall enter into negotiations to replace the non-included or invalid provision with a valid provision that comes as close as possible to it in economic terms.

23. Dispute Resolution

- 23.1. Oscar may, without being obliged to do so, in its sole discretion, review the details of the dispute and attempt to help resolve the dispute between the Consumers involved.
- 23.2. **Internal Complaint handling procedure.** Oscar has an internal complaint handling system which is available to you free of charge. If you wish to make a complaint in relation to any of the following, provided you are specifically concerned about: (i) technological issues directly related to Oscar's provision of the Platform to you; or (ii) actions taken by Oscar in relation to the provision of the Platform that affect you; please contact Oscar using the details provided in clause 21. Your complaint will be reviewed and forwarded to the appropriate internal parties to investigate the concern you have raised.

24. Governing Law; Jurisdiction

- 24.1. These Terms and any disputes arising out of or in connection with the Car Rental Agreement shall be governed by Spanish law, excluding the UN Sales Convention.

- 24.2. For Consumers, the place of jurisdiction is the respective place of residence of the Consumer and the registered office of Oscar. Oscar may initiate legal proceedings against Consumers only before the courts at their place of residence.

APPENDIX 1. List of Fees

FEE	PRICE
Delayed return of Vehicle	40 € + extra days rental
Pick-up of Vehicle in case of non-delivery	175 € + 1,50 € pr. km.
Lack of fuel	30 € + fuel
Interior cleaning	From 25 €
Exterior cleaning	25 €
Smoking in the Vehicle	200 €
Animals in vehicle	200€ + cleaning fee
Removing the 'Oscar' sticker	100€
The Vehicle tracker demonstrates that the use of the Vehicle breaches the Terms	300€ + expenses incurred
Drive by an unregistered driver	250 € + 5 € per day, for each additional driver

APPENDIX 2. Club Oscar Loyalty Program conditions for Consumers

Special terms, applicable for registered users via Oscar website and app.

1. The Oscar app can be downloaded from App Store and Google Play. The app is called Oscar Car Rental - it is 100% free to use and will remain so.
2. You can register for free with Oscar both via the website and our app and become a member of Club Oscar Loyalty Program. In Club Oscar there are 3 levels: Bronze, Silver and Gold.
3. By registering with Oscar (as a Bronze member) you instantly get premium customer support, a detailed booking history and 1 free extra driver for all normal rentals.
4. If you complete 5 bookings within the past 2 years (as a Silver member) you will get 10-15% discount on daily prices as well as a free cancellation option up to 48 hours before pickup time on top of bronze benefits.
5. If you complete 15 bookings within the past 2 years (as a Gold member) you will get 15-20% discount on daily prices as well as a free cancellation option before pickup time on top of bronze benefits.
6. Membership levels are reviewed automatically as soon as you meet the criteria. These are lifetime membership benefits and memberships will not be downgraded.
7. If you don't complete the required number of bookings within the 2-year timeframe, you will maintain your current membership level. Only bookings made within the past 2 years will be counted towards advancing to the next level.
8. The discount from your membership can be combined with max. 1 promotional codes or consecutive days discount. The discount will not be applied to long-term rentals or Car Subscription.
9. **App Exclusive:** Extra kilometres that you buy in advance, but don't use are converted to the value for which they were bought. On your next rental, you can buy extra kilometres with that credit. The value is added to your account 24 hours after the end of your rental.

For example, if you have purchased 100 extra kilometres at 0.25 EUR per kilometre, but only use 60 additional kilometres on your rental, the value of the unused extra kilometres (40 x 0.25 EUR) will be converted and you will receive a credit of 10 EUR on your account, which you can use to purchase extra kilometres on a future rental. The extra unused kilometers will expire after 2 years.

10. It is your responsibility to ensure that the condition of the Vehicle is well documented through high-quality, brightly lit, and detailed photographs. If you are not able to upload pictures during the rental, or these are not uploaded in high quality, with sufficient brightness and with a good level of detail - reference is made to the condition described in the Car Rental Agreement by the Oscar Partner, when the customer first picked up the Vehicle. The Consumer is, in principle, responsible for any damage, not described in the Car Rental Agreement prior to the rental.

11. In case of any fraud, abuse, payment defaults or damages, Oscar is allowed to remove the loyalty status of the Consumer as well as all earned benefits.
12. The Consumer is not allowed to transfer his loyalty benefits to another Consumer.