

These general terms and conditions of use (hereinafter, the “**T&Cs**”) govern the relationship between VEHITEL 2000 France SAS, a simplified joint-stock company (*société par actions simplifiée*) having its registered office at PARIS (75002) — 4, Place de l’Opéra, registered with the Paris Trade and Companies Register under the number 413 628 587, hereinafter “**VEHITEL 2000 France SAS**”, and any user of the Res@Car Service, hereinafter the “**User**”, in relation to the use of this service.

1 DEFINITIONS

“Res@Car Service” means the online electronic Vehicle reservation service made available to Users by VEHITEL 2000 France SAS, described in the user manual provided to the Rental Company.

“User” means each of the companies, support companies, long-term rental companies, travel agencies, tour operators or any other partner authorised by one or more Rental Companies to make Vehicle reservations using the Res@Car Service.

“Vehicles” means the rental vehicles owned by the Rental Companies.

“Rental Company” means a Vehicle rental company and member of VEHITEL 2000 France SAS, authorised by VEHITEL 2000 France SAS to use the Res@Car Service and grant access to this service to its Users.

“Access Code” means the code provided to the User enabling access to the Res@Car Service and its updates.

2 PURPOSE

The T&Cs define the conditions governing the use of the Res@Car Service by the User. The Res@Car Service allows the User to book Vehicles with one or more Rental Companies via a shared platform.

The User may be authorised to access the Res@Car Service by one or more Rental Companies in order to make Vehicle reservations. The User can then access the prices offered by the relevant Rental Company(ies) via the Res@Car Service. The relevant Rental Company(ies) then inform(s) VEHITEL 2000 France SAS.

The Res@Car Service is provided to the User free of charge.

3 SCOPE OF APPLICATION

The T&Cs apply to all use made by the User of the Res@Car Service.

Any User wishing to benefit from the Res@Car Service must accept these T&Cs by the date of the User’s first connection to the Res@Car Service.

4 Res@Car SERVICE

4.1 Access to the Res@Car Service

Access to the Res@Car Service is subject to acceptance of these T&Cs by the User or by any person authorised thereby.

The Rental Company provides the User with the Access Codes required to access the Res@Car Service. The User must create a password when logging in for the first time.

4.2 Access to the SMS service

The SMS service enables Rental Vehicle booking confirmations to be sent via SMS. This service is optional.

The User may at any time ask the Rental Company by which it has been authorised to use the Res@Car Service for access to (or the termination of) the SMS service.

This request will then be sent by the Rental Company to VEHITEL 2000 France SAS for processing.

This service is global; once set up, it can be used for reservations made with any of the Rental Companies by which the User has been authorised to use the Res@Car Service.

Forms requesting access to or the termination of the SMS service will be provided to the User upon request.

4.3 Guarantees / Liability

VEHITEL 2000 France SAS provides no guarantee to the User with regard to the Res@Car Service and, in particular, no guarantee that the Res@Car Service is suitable for the needs of the User, this being (where applicable) exclusively a matter for the contractual relationship between the User and the Rental Company(ies) granting the User access to the Res@Car Service, which the User hereby acknowledges and accepts.

This is also the case regarding liability: VEHITEL 2000 France SAS has no liability whatsoever to the User in relation to the Res@Car Service and consequently cannot be held liable for any direct or indirect damage of any nature whatsoever caused to the User and caused by the design, running or operation of the Res@Car Service, or by the use of this service by the User or the impossibility of doing so. The User retains sole liability for the use made of its access codes.

VEHITEL 2000 France SAS does not guarantee the continuity of the Res@Car Service and may decide, at its sole discretion, to terminate the Res@Car Service at any time, in which case it will simply notify the User of such termination.

4.4 Assistance and maintenance

Any request for assistance or maintenance must be addressed to the relevant Rental Company(ies).

The link "Discover all Res@Car partners" featured on the homepage of the website www.resacar.com displays the logos of all member car hire companies and allows access to the contacts and help page for the selected Rental Company.

5 INTELLECTUAL PROPERTY

The User must not infringe the copyright of any elements of the Res@Car host website or of the Res@Car brand in any form or manner whatsoever.

Any User who becomes aware of any infringement of the copyright applicable to the Res@Car host website or the Res@Car brand must immediately inform VEHITEL 2000 France SAS.

Similarly, all logos, trademarks, distinctive signs and other commercial symbols of the Rental Companies displayed on the website www.resacar.com remain the registered trademarks of their respective owners.

The User has no right or license to use these registered trademarks and shall therefore not modify, lease, lend, sell, distribute or create derivative works from such registered trademarks.

6 CORRECT USE

The User agrees to comply strictly with these T&Cs. The User accepts that these T&Cs may be modified at any time by VEHITEL 2000 France SAS which will notify the User of all such modifications.

The User shall not modify the Res@Car Service in any manner whatsoever.

7 CONFIDENTIALITY

The User and VEHITEL 2000 France SAS each respectively agree to keep strictly confidential and not disclose all information of any kind whatsoever relating to this Agreement or that has been disclosed to them as a result of the implementation and execution of this Agreement and in relation to their respective activities.

8 SERVICE UPDATES

VEHITEL 2000 France SAS will provide the User with all updates to the Res@Car Service free of charge.

9 START DATE - TERM

These T&Cs come into force with respect to the User on the date of first use of the Res@Car Service by such User. They remain in force for the duration of use of the Res@Car Service and until replaced by new terms and conditions of use (see Article 6).

10 TERMINATION

In the event of a breach by the User of its contractual obligations, VEHITEL 2000 France may instruct the User to stop using the Res@Car Service by simple written notification, 15 days after formal notice to remedy the breach having had no effect.

Each Rental Company who has authorised the User to access the Res@Car Service retains the right to withdraw this authorisation at any time and must in this case inform VEHITEL 2000 France SAS of this withdrawal. In this case, VEHITEL 2000 France SAS automatically and without compensation being due then terminates the User's access to the reservation system of the relevant Rental Company(ies).

11 NON-TRANSFERABILITY

The Access Codes are confidential, personal to the User and cannot be assigned or transferred or otherwise made available to a third party by the User. The User may disclose the Access Codes to any of its duly-authorised employees as required for its activities.

12 GENERAL PROVISIONS

12.1 Entire Agreement

These T&Cs express the full obligations of the parties. No document dated after the entry into force of the T&Cs may give rise to obligations hereunder unless set out in an amendment signed by VEHITEL 2000 France SAS.

12.2 Severability

If any of the provisions of these T&Cs are declared null and void under any law or standard in force, the relevant provision shall be deemed unwritten however these T&Cs shall otherwise remain in force.

12.3 Notices

Any notice served on VEHITEL 2000 France SAS pursuant to these T&Cs must be made in writing and sent postage-paid by registered delivery letter with request for acknowledgement of receipt to: VEHITEL 2000 France SAS — 4, Place de l'Opéra — 75002 PARIS – FRANCE.

Notices are deemed to have been received on the date of the first attempt at delivery by the French postal service.

12.4 Governing law and disputes

The T&Cs are subject to French law.

In the event of a dispute relating to the T&Cs, an attempt must be made to reach a negotiated settlement.

If no such negotiated settlement can be agreed within 15 days, the Paris Courts shall then have exclusive jurisdiction.

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