

THESE TERMS AND CONDITIONS ARE DESTINED TO REGULATE THE CONTRACT TO BE ESTABLISHED BETWEEN THE LESSOR, LOOPSTORY LDA, (PORTO LOOPS) AND THE LESSEE OF THE MOTORCYCLE (CUSTOMER). THE CONDITIONS ARE GENERAL AND WE RESERVE THE RIGHT TO VARIATIONS AND OCCASIONAL AGREEMENTS TO BE ESTABLISHED IN WRITING. PORTO LOOPS LDA. HOLDS A PASSENGER CAR RENTAL LICENSE WITH NO.:400621 ISSUED BY THE *INSTITUTO DE MOBILIDADE E DOS TRANSPORTES, I.P.*

### **1.OBJECT OF THE CONTRACT**

The object of the contract is the temporary use of a motorcycle from PORTO LOOPS by the CUSTOMER. PORTO LOOPS declares that, to the best of its knowledge, the rented motorcycle is in safe conditions and free from faults or defects that affect its safe operation under normal use.

### **2.CUSTOMER'S AGE AND MINIMUM EXPERIENCE**

The CUSTOMER must be over 18 years of age and have at least one year's experience of riding a motorcycle.

### **3. PRICES**

The rental prices are calculated and submitted to the CUSTOMER at the time of booking the rental. As a rule, these prices include unlimited kilometers, liability insurance, personal accident insurance, third party insurance, use of a helmet and all legally applicable tax rates.

### **4.RESERVES AND PAYMENT TERMS**

At the time of booking the rental, the CUSTOMER will pay the rental fee in full, in order to ensure the availability of the rented motorcycle and accessories. These conditions may be subject to change by express agreement between both parties.

### **5.AVAILABILITY OF THE MOTORCYCLE**

PORTO LOOPS undertakes to ensure the availability of the rented motorcycle for the rental period. If, due to unpredictable circumstances, PORTO LOOPS is unable to provide the CUSTOMER with the reserved motorcycle model, the nearest equivalent model available may replace the reserved one. If this replacement model has a lower rental value than the model initially booked by the CUSTOMER, PORTO LOOPS will refund the difference in the rental value. If the rental value of the replacement motorcycle is higher than the rental value of the motorcycle initially booked by

the CUSTOMER, the difference will not be borne by the CUSTOMER.

## **6. CANCELLING**

If the CUSTOMER cancels their reservation more than 15 days in advance of the rental start date, PORTO LOOPS will refund the total amount of the reservation. If the cancellation is made between 7 and 15 days before the starting date of the rental, PORTO LOOPS will refund 50% of the reservation value. If cancelled 7 days before starting date, there will be no refund. Any cancellation must be made in writing. If the cancellation is partial, i.e. if the CUSTOMER wishes to cancel only a few days of their rental period, the same cancellation policy will apply to the cancelled days.

If the cancellation of the reservation is the responsibility of PORTO LOOPS, the CUSTOMER will be reimbursed the total amount paid; PORTO LOOPS will not be held responsible for any additional costs that the CUSTOMER may have incurred. These conditions may be subject to change, by express agreement between both parties.

## **7. DELIVERY AND RETURN**

These are planned at PORTO LOOPS' headquarters, at Avenida Rodrigues de Freitas, 325, 4000-507 Porto, during office hours, from Monday to Saturday from 9 a.m. to 7 p.m. Deliveries can be scheduled on Sundays with appointments setup at least 24 hours before the start of the rental.

## **8. RENTAL TERM**

The rental ends on the day, time and place established in the particular terms of the contract. If the CUSTOMER wishes to extend the rental period, they must contact PORTO LOOPS at least 24 hours in advance. PORTO LOOPS may or may not authorize the extension. If PORTO LOOPS does not authorize the extension, and the CUSTOMER does not return the motorcycle and accessories on the established day, time and place, the disappearance of the motorcycle will be reported to the authorities and punished civilly and criminally.

## **9. RESPONSIBILITY OF PORTO LOOPS**

PORTO LOOPS must deliver the motorcycle in correct

and safe technical conditions for circulation. The CUSTOMER must also receive the vehicle documents, chosen accessories and tools. PORTO LOOPS must check and accept existing damage that is defined in writing on the damage form as part of the delivery procedure. If, even without the CUSTOMER'S fault, any repair is necessary during the rental period in order to ensure the operation or proper functioning of the motorcycle, the CUSTOMER must receive the consent of PORTO LOOPS before proceeding with the repair. Other claims are excluded, regardless of any legal reason, unless the loss or damage to the CUSTOMER is attributed to serious or intentional negligence on the part of PORTO LOOPS.

#### **10. CUSTOMER'S RESPONSIBILITY**

The CUSTOMER is responsible for ensuring that they are legally qualified to ride a motorcycle. A valid license must be presented by the CUSTOMER. This license must be valid in the countries where the CUSTOMER will ride the motorcycle.

The CUSTOMER is responsible for all fines, penalties and legal charges for traffic irregularities or other legal infringements during the period in which they rent the motorcycle. PORTO LOOPS will charge the CUSTOMER any fine the CUSTOMER accrued during the rental, and has the responsibility to inform the authorities of the identity and other information of the CUSTOMER.

It is the CUSTOMER'S responsibility to ensure that the rented motorcycle:

1. a) will be used according to the manufacturer's recommendations

2. (b) will be used in full compliance with the Highway Code of the countries in which it will be used.

1. (c) shall not be used negligently.

2. (d) shall not carry more passengers than its approved capacity allows

1. (e) shall not be used in races or competitions

2. (f) shall not be used for illegal purposes

3. (g) shall not carry more weight than is permitted by its manufacturer.

4. h) shall not be used by anyone except the CUSTOMERS declared in the rental agreement.

1. (i) shall not be used if its mechanical condition is considered unsafe.

(j) shall not be used after consumption of drugs, alcohol, or other narcotic substances.

1. l) shall not be used when the CUSTOMER's physical condition is impaired by fatigue or illness.

Failure to comply with any of the rules listed above will result in the CUSTOMER being held responsible for the total value of the motorcycle and accessories as new, and the immediate cancellation of the CUSTOMER's insurance.

## **11. RENTAL DEPOSIT**

Each motorcycle model has a specific deposit value that can be left as a cash deposit at the beginning of the rental, or through a Credit Authorization on the Customer's Visa or MasterCard credit card.

At the end of the rental contract, the compensation for any damage to the motorcycle and accessories will be deducted from the deposit and the remainder returned to the CUSTOMER. In case of an accident where insurance participation has been demanded, or in case of failures or damages verified at the moment of delivery of the motorcycle to PORTO LOOPS, the totality of the deposit will be charged to the CUSTOMER until the resolution of the process. After the insurance company's valuation and responsibility determination, the CUSTOMER will be reimbursed the remainder of the deposit in case of damage costs inferior to the total amount of the deposit. If the value of the damages is higher than the deposit amount, the CUSTOMER will have to pay the remaining amount to cover the total cost of the repairs and/or replacement of the motorcycle and/or accessories.

## **12. INSURANCE**

The rental prices include compulsory civil liability insurance valid in Portugal. The CUSTOMER is responsible for assuming the costs of repair and replacement for any damage suffered by the motorcycle. In all the following cases the conditions of the Insurance will be annulled, and the CUSTOMER will be held responsible for the totality of the damages caused to the rented motorcycle, if:

- The CUSTOMER abandons the location of an accident in which he has been involved.
- The CUSTOMER does not immediately report to the Authorities and PORTO LOOPS the theft or disappearance of the motorcycle or accessories.
- The rented motorcycle is intentionally damaged by the CUSTOMER or by someone for whom the CUSTOMER is responsible.

- The motorcycle gets involved in an accident, and the CUSTOMER does not notify PORTO LOOPS as soon as possible.
- The motorcycle is ridden under the effects of alcohol, drugs, narcotics or other narcotic substances.
- The motorcycle is ridden in areas not authorized by PORTO LOOPS, such as unpaved roads and racing circuits.
- If they do not comply with the requirements stipulated in point 10 of these Terms, relating to the Customer's Responsibility.

### **12a) INSURANCE**

The insurance included in the rental price is as follows:

Insurance against third parties; Civil liability of 7.290.000,00€. The CUSTOMER is responsible for the payment of the costs of the damages caused to the rented vehicle.

### **13.ADDITIONAL EXPENSES**

Optional accessories, helmets and motorcycle equipment, are not covered by insurance, the costs for repair or replacement for damage, loss or theft will be borne directly by the CUSTOMER.

All notifications of fines, penalties, and infractions from the CUSTOMER which are received by PORTO LOOPS, will be added to an administrative fee of 40€ borne by the CUSTOMER.

### **14. FUEL**

The motorcycle is rented by PORTO LOOPS with a full fuel tank, and must be returned in the same way. The return of the motorcycle without the full fuel tank will result in the payment of an additional 25€ fee.

The motorcycle will be delivered by PORTO LOOPS to the CUSTOMER with tires, brake pads and its general maintenance plan executed by the network of official dealers, ready for a normal use and in perfect condition. In the case of rental periods longer than 7 days, the CUSTOMER is responsible for checking the oil level and brake pads, and report to PORTO LOOPS in case of heavy wear.

### **15.MECHANICAL FAILURE**

In case of a mechanical failure, the CUSTOMER must contact PORTO LOOPS, informing their location

precisely and with detailed information about the failure. If repairs are necessary and possible, the CUSTOMER must obtain PORTO LOOPS' consent before proceeding with the repairs. If repairs are not possible, PORTO LOOPS will try to replace the damaged motorcycle in the minimum possible time. PORTO LOOPS will reimburse the rental amount corresponding to the period during which the motorcycle was immobilised due to the possible failure. If for any reason a vehicle replacement is not possible, PORTO LOOPS will reimburse the CUSTOMER for the unused rental days. PORTO LOOPS is not responsible for lost time due to accidents or mechanical failures that may delay or stop the holiday or travel plans of the CUSTOMER. In case of mechanical failures caused by falls, accidents or negligent use of the CUSTOMER, the replacement motorcycle and the reimbursement for immobilization of the motorcycle are excluded.

#### **16. PROCEDURE IN CASE OF ACCIDENT OR DAMAGE**

In case of an accident or damage to the motorcycle, the CUSTOMER is obliged to immediately notify PORTO LOOPS. Towing and/or repair services should only be called when PORTO LOOPS' consent is obtained. The police and other rescue services must be notified immediately in the event of an accident. Evidence must be secured and an insurance declaration must be completed together with each of the other drivers involved. The CUSTOMER must write down their names, address, telephone number, driving licence number and issuing authorities, make, model, colour and registration of vehicles, insurance details (insurance company and policy number). Witness contacts, braking marks, and all information that contributes to the correct and complete clarification of the sequence of events should also be collected.

#### **17 TERRITORY**

Liability and insurance for shock or collision are valid in Portugal. Driving in other countries is not permitted. If PORTO LOOPS becomes aware of an unauthorized exit of the authorized territory, the contract conditions are violated, resulting in the immediate cancellation of the insurance and the CUSTOMER's responsibility for all damages and theft that may occur outside the territory authorized by PORTO LOOPS, up to the total value of the motorcycle and accessories as new.

## **18. ROAD TOLLS**

PORTO LOOPS motorcycles are not prepared or authorized to use ViaVerde or SCUTS lanes, so when using motorways all costs will be charged to the CUSTOMER; additionally an administrative fee of 40 euros will also be charged.

## **19. KEYS**

PORTO LOOPS will deliver the keys corresponding to the operation of the motorcycle. No duplicates will be provided, the CUSTOMER is responsible for the safe-keeping of the keys during the rental period and must return all the keys at the end of the rental. PORTO LOOPS is not responsible for damages resulting from the loss, theft or damage caused to the keys that may cause the interruption or premature end of the hired rental period. The loss of a key incurs a key replacement fee of €300.

## **20. DOCUMENTATION**

PORTO LOOPS will deliver all the necessary documents for the circulation of the vehicle, namely, a copy of the rental contract, registration, proof of ownership and proof of insurance. The CUSTOMER is responsible for the safe-keeping of this documentation during the rental period and must return all documents at the end of the rental. The loss of any of these documents will incur a document replacement fee of €100 per document.

## **21. SCREENING**

For safety reasons, PORTO LOOPS may install tracking devices on motorcycles. Any attempt to disassemble or damage these devices will be reported to the authorities and punished by Criminal Law.

## **22. INTERNATIONAL BODIES**

PORTO LOOPS reserves the right to denounce contractual non-compliance in the regulatory bodies of the CUSTOMER's country of origin, namely Serasa, SPC, Tax Authority and mediating bodies of the European Union.

## **23. COMPETENT COURT**

Both the CUSTOMER and PORTO LOOPS agree that any dispute arising from this contract will be settled

exclusively in the District Court of Porto, in Portugal.