

RENTAL TERMS AND CONDITIONS

Last Updated: November 01, 2019

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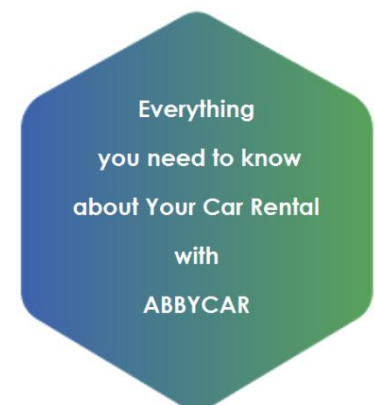
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Skywarpel Trading Limited, trading as "ABBYCAR" is a private limited company registered in Cyprus under company number HE-245457 and our registered office is at Boumpoulinas 11str, Nicosia 1060 in Cyprus.

These Rental Terms and Conditions (the "T&Cs") are govern the relationship between "ABBYCAR" and "YOU" which once you have signed the "Rental Agreement" together with the "Vehicle's Condition Check Out Form", the "Vehicle's Condition Check In Form" on return, the "Privacy Policy" and the "Tariff Guide" constitute a legally binding contract (the "Contract") between YOU and ABBYCAR, or the independent ABBYCAR Licensee identified on the Rental Agreement and will govern your use of the Vehicle during the Rental Period. The Rental Agreement is made with the ABBYCAR company or franchisee named on it and all references to "ABBYCAR", "we", "us" and "ours" are to that company. And "you", "yours" refer to the person who signs the Rental Agreement.

In case of any conflict between any of the documents comprising the Contract then these T&Cs will take priority. If any provisions contained in these T&Cs and/or any of the contractual documents listed above are found by any court or relevant authority to be unlawful, invalid or unenforceable, the remaining provisions shall not be affected and will remain in full force and effect. Miscellaneous

1. BASICS

YOUR RENTAL AGREEMENT

You rent from ABBYCAR the vehicle described on the Rental Agreement which includes a summary of your rental, which rental is solely a transfer of possession, and not of ownership. By signing you indicate that these details are correct as well as you accept these T&Cs provided any such term is not prohibited by the law of a jurisdiction covering this rental, in which case such law controls.

IMPORTANT: You must carry at all times with you, your Rental Agreement and your Driving License as it is mandatory by the Greek Law.

RESPONSIBILITIES

OURS: We are responsible to you for providing the vehicle in good overall and operating condition and for replacing the vehicle in the event of breakdown. Our responsibility covers death or personal injury resulting from our acts or omissions. It does not extend to other losses arising from your rental unless they are a direct and foreseeable result of our negligence or breach of these T&Cs. In this case our responsibility to you will not cover loss of profits or loss of opportunity.

YOURS: You are responsible to us if the vehicle is lost or damaged, as well as for traffic fines and other charges that arise during the rental. You must care for, use and return the vehicle in accordance with this T&Cs.

WHO CAN RENT AND WHO CAN DRIVE?

The Driver of a Vehicle will be any person at least 23 years old and no older than 75 years old who is deemed by us to be authorized to drive the Vehicle because they comply with all of the following requirements:

- a) they have provided a valid identification document (photographic ID or Passport)
- b) they have provided a valid driving license issued at least 12 months prior to rental, as below:
 - I. **NATIONAL DRIVING LICENSE (European Union Citizens):**
AUSTRIA, BELGIUM, BULGARIA, CROATIA, CYPRUS, CZECK REPUBLIC, DENMARK, ESTONIA, FINLAND, FRANCE, GERMANY, GREECE, HOLLAND, HUNGARY, IRELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MALTA, NETHERLANDS, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, SWEDEN, SWITZERLAND & UNITED KINGDOM
 - II. **NATIONAL DRIVING LICENSE WITH LATIN CHARACTERS:**
ALBANIA, ARMENIA, AZERBAIJAN, BAHAMAS, BAHRAIN, BELARUS, BOSNIA & HERZEGOVINA, BRAZIL, CENTRAL AFRICAN REPUBLIC, CHILE, CONGO, COSTA RICA, CUBA, ECUADOR, FYROM, GEORGIA, GHANA, GUYANA, INDONESIA, IRAN, IRAQ, ISRAEL, IVORY COAST, KAZAKHSTAN, KENYA, KUWAIT, KYRGYZSTAN, LIBERIA, MEXICO, MOLDOVA, MONACO, MONGOLIA, MONTENEGRO, MOROCCO, NIGERIA, NORTHERN IRELAND, NORWAY, PAKISTAN, PERU, PHILLIPINES, QATAR, RUSSIA, SAN MARINO, SAUDI ARABIA, SENEGAL, SERBIA, SEYCHELLES, SOUTH AFRICA, SOUTH KOREA, TAJIKISTAN, THAILAND, TUNISIA, TURKEY, TURKMEKISTAN, UKRAINE, UNITED ARAB EMIRATES, URUGUAY, UZBEKISTAN, VENEZUELA, VIETNAM, & ZIMBABWE
 - III. **NATIONAL DRIVING LICENSE ACCOMPANIED BY AN INTERNATIONAL DRIVING PERMIT (IDP):**
AUSTRALIA, CANADA, CHINA, NORTH KOREA, JAPAN, USA (without the National License the IDP on its own is not acceptable)
- c) they have the means to pay for the hire of the vehicle and any associated costs that will be accepted by us as below:
 - Cash: Accepted for the Hire and any associated products of the Vehicle / Not Accepted for Security Deposit
 - Credit Cards: VISA CARD, MASTERCARD Accepted always
 - Debit Cards: for the Hire and any associated products of the Vehicle / Not Accepted for Security Deposit
 - Valid Car Hire Vouchers: Accepted always

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) and that we may in our sole discretion refuse to rent to you if your license is not in good standing. 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 named on the Rental Agreement or someone other than yourself.

WHAT IS INCLUDED IN THE PRICE?

The information you provided at the time of booking (such as the duration of the Hire Period or your age or any Additional Driver) will determine the rental price. Any change to that information could therefore also mean that the price changes. The price of your rental will be those prices in force at the time of booking or at the time you make any changes to that booking and comprises the following items:

- ✓ The rental charge for the Vehicle for the agreed Hire Period
- ✓ Third Part liability insurance and our Standard (CDW) and theft (TW) waiver with an excess amount
- ✓ Technical assistance to the Vehicle for breakdown recovery due to mechanical faults (not driver error or abuse)
- ✓ Any other optional services you choose to add
- ✓ Value Added Tax (VAT)

YOUR CAR RENTAL VOUCHER

If you have a confirmed booking placed online with us or through any of our associated selling channels (car hire brokers, travel agencies, airlines etc.) you have been e-mailed a confirmation document(s) that contains relevant information about your rental including pickup dates and times, car category, scheduled pickup location and/or details of any associated insurance products purchased on booking such as Excess Reimbursement Policy (together the "Voucher"). You need to present a full printed form of your voucher at the rental desk. If no voucher is presented you could be charged at a higher rate for your rental.

THE VEHICLE

All references to "the Vehicle" in these T&Cs are to the vehicle we supply to you for your rental, including any replacements, plus all parts and accessories belonging to the vehicle and any additional equipment provided to you, such as child seats, GPS system, DVD players, ski chains etc. and we will provide a summary of any pre-existing damage in the Vehicle (the "VEHICLE CHECK OUT FORM") at the start of your Hire Period. It is important that you check the condition of the vehicle at the start of the Hire Period and on return. You are responsible for looking after the vehicle and reducing the risk of breakdown and damage by complying with these T&Cs.

Please see the [Damage Policy](#) section in these T&Cs to understand how we will process damage caused during your rental.

ADDITIONAL PRODUCTS & SERVICES

We do offer additional services and products which among others reduce or eliminate the excess "Excess Reduction Cover ERC" and "Full Damage Waiver FDW" that you may buy when you pick up the Vehicle. These products and services are not included in the Rental Price unless otherwise stated in your Rental Voucher, and some of them are optional. Please see the section [Tariff Guide – General Products](#) for the full list and rates.

GENERAL CHARGES

CHARGES RELATED TO FINES & TICKETS: You agree to pay 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 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 an administrative fee (the "Admin Fee"). In the event we use a third part 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.

OTHER CHARGES: These charges refer to any additional charges that are linked to other events which take place at the start, during and the end of your rental. All such charges are set out in the section [Tariff Guide – Charges Explained](#) and include – but are not limited to – charges for damage suffered by the Vehicle, One Way Fee charges, voucher amendments charges at the pickup, special cleaning/valet charge, lost or stolen or damaged keys etc.) You agree that if you fail to make a payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due then we may cancel the Contract and demand the immediate return of the Vehicle. We will only take this action if we have reasonable belief that you may not pay the amounts you owe and we have requested you to explain the position and you have failed to do so satisfactorily.

DISPUTES

ASK US: We aim to resolve all disputes amicably. If you disagree with any charges on your return, or have a complaint relating to your rental experience, you should call our Customer Relations Dept +30 212 213 5282 (ext. 550) or email at cr@abbycar.com and our team will help resolve any issues. We aim to deal with all customer contacts within 48 hours.

INDEPENDENT ADVICE – ECRCS: If we are unable to resolve an issue to your satisfaction you can contact the European Car Rental Conciliation Service (ECRCS) provided you are an EU resident and you were renting in a different EU country. The ECRCS is an independent conciliation service staffed by people who understand the car rental industry. They review any complaints against a Code of Conduct for car rental companies and they will decide on the merits of the case. We will comply with the decision of the ECRCS.

If we are unable to resolve a dispute, the law of the country where you signed the Rental Agreement will apply.

PRIVACY

When you rent with us, you consent to us processing your personal information in accordance with our Privacy Policy. Please see section below [Privacy Policy](#) for detailed information.

2. AT PICK UP STATION

PICK UP YOUR VEHICLE

- When you pick up the Vehicle from us you will be asked to sign the "Vehicle Condition Check-Out Form" that describes the Vehicle's condition at that particular time. Before you sign the Rental Agreement, you should inspect the Vehicle and any Accessories for any pre-existing damage
- If you notice any apparent defect or damage that is not described on the "Vehicle Condition Check-Out Form" then you should ensure a note is made and that we both sign the change to it.
- If you don't notify us of any pre-existing defect or damage then we will assume that you have accepted the Vehicle and any accessories in the condition set out on the "Vehicle Condition Check-Out Form"
- Familiarize yourself with the Vehicle before driving it on the public highway. Make sure you know where the controls are for essential instruments such as headlights, indicators, hazard warning lights, where the parking brake is situated (and how it is released and applied) and what type of fuel the Vehicle uses. Should you require further assistance please feel free to ask our Station's staff.

VEHICLE USE & RESTRICTIONS

The vehicle belongs to us and you may not sub-rent, transfer or sell it. When renting a Vehicle from us both you and/or any Driver or Referred Driver (each of whom, for the purposes of this section, will be included in the term 'you') must comply with the following obligations:

- drive the Vehicle in accordance with all applicable road traffic laws and regulations and ensure that you are familiar with all relevant local laws and driving regulations
- ensure that any luggage or goods transported in the Vehicle are secured to the extent they will not cause damage to the Vehicle or cause risk to any passengers or to any third party or to any third part property
- treat the Vehicle with due care and respect and make sure that it is always locked and protected by its anti-theft devices when it is parked or left unattended
- never drive the Vehicle whilst you are under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) that is liable to impair your driving ability
- not fit any roof or bike rack or any tow bar nor allow anyone else to do so
- do not make any other modifications to the Vehicle without our prior written consent
- refill the Vehicle with the correct type of fuel. If unsuitable fuel is added then you will be responsible for all expenses incurred by us in the repair of any damage that may be caused to the Vehicle
- make routine inspections in respect of the Vehicle condition: for example, oil and water and coolant levels, front and rear windscreen washer fluid and tire pressures and take any preventive actions necessary to keep the Vehicle in good working order
- do not use the Vehicle nor allow the Vehicle to be used for:
 - I. rehire; neither can you mortgage, pawn, sell or in any way pledge or attempt to or give anyone any legal rights over the Vehicle or any part of it or any of its Accessories
 - II. to carry passengers for hire or reward
 - III. to carry more passengers than is recommended by the Vehicle's manufacturer
 - IV. to carry flammable and/or dangerous merchandise; toxic, harmful and/or radioactive products or those that infringe applicable local laws and regulations, or to transport merchandise with a weight, quantity and/or volume in excess of what is recommended by the Vehicle's manufacturer
 - V. for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not
 - VI. to transport live animals (with the exception of Assistance Dogs, subject to our prior written consent.)
 - VII. to give driving lessons
 - VIII. to push or tow another vehicle or trailer
 - IX. driving on gravel roads or roads that are unfit for motor vehicles or where the surface or condition of it involves risks for the tires or for the underside of the Vehicle or for the Vehicle itself, such as beaches, forest paths, mountains, etc.
 - X. to intentionally commit an offence.
- Return the Vehicle and its keys, accessories and documentation to us by the expiry time and date specified in the Rental Agreement and in a condition that complies in all respects with the requirements of the section above
- You must not allow any unauthorized driver to drive the Vehicle which includes you deliberately allowing the unauthorized driver access to the Vehicle or the access being acquired due to your negligence, negligent act or failure to act.

IMPORTANT: If you do not comply with these Rental Restrictions:

- You will be responsible for any damage, losses and expenses we suffer as a result.
- You may lose the benefit of any insurance or waivers of liability you have taken.
- We may terminate the Rental Agreement and take the vehicle back at any time at your expense.

SECURITY DEPOSIT

To ensure there is no confusion we want to confirm that we will ask you to leave us with some security for any additional charges that may arise during your use of the Vehicle over the Hire Period. This security is the form of financial deposit (the "Security Deposit") and the amount of this will have been specified in your Voucher and will also be confirmed on the Rental Agreement.

IMPORTANT: For each case that "Excess Reimbursement Policy" has not been pre-selected on booking or additional cover has not purchased locally, a further guarantee of EUR €70.00 per rental day will be required. If you do not present the required documents, the documentation is not valid or you do not have enough funds on your credit card, the local station may refuse to release the vehicle.

3. INSURANCE & WAIVERS

We provide insurance and waiver products to cover the principal risks you incur when driving the vehicle. These may be included in your rate or available as optional extra products. Key benefits, limitations and exclusions for these products are summarized below

THIRD PART LIABILITY (TPL)

TPL is automatically included in your rental rate. It meets all legal requirements for third party liability and protects you and any authorized driver against claims from any other person (including your passengers) for death, personal injury or damage to property caused by your use of the Vehicle during your rental.

THEFT PROTECTION (TP)

TP is automatically included in your rate and reduces your liability to us to the amount of the applicable excess (stated on your Rental Agreement) which applies to each incident related to loss of to the Vehicle caused by theft.

COLLISION DAMAGE WAIVER (CDW)

Our Standard CDW is often included in your rate and reduces your liability to us to the amount of the applicable Excess (stated on your Rental Agreement). We do not accept personal car insurance policies or any third part waiver products that can be purchased online via a Broker or similar trader. Standard CDW, ERC and FDW do not cover the loss or theft of or damage to the keys, accessories and to objects or property, (including luggage or goods) that are deposited or kept or transported in or on the Vehicle by you or by any Passenger. Standard CDW, Excess Reduction Cover ERC and Full Damage Waiver FDW applies to each incident of damage caused by:

- Impact with a moving object (where a moving object is another Vehicle)
- Impact with a fixed object due to a collision and/or involvement with another Vehicle (excluding animals)
- Fire caused by vehicle defect, including electrical fault, or from adjacent fire or explosion, criminal or terrorism acts

KEY LIMITATIONS AND EXCLUSIONS

Standard CDW, Excess Reduction Cover ERC and Full Damage Waiver FDW (Zero Excess) will be void – meaning that your liability to us for damage or loss will not be reduced or eliminated – where the damage to the Vehicle is caused:

- by Natural events (such as snow, hail, flood or rock fall), war, riots, terrorist acts, radiation, vandalism.
- by the willful acts of the driver or any authorized driver
- by driving the Vehicle on Non-Public roads
- by any identified or unidentified third party whilst the Vehicle is parked in public or private parking areas or left unattended.
- to uncovered parts of the Vehicle: interior, roof, rims, tires, undercarriage, glasses, lights, indicators, antennas, badges, locks, wiper
- by your or an authorized driver grossly negligence (e.g. act in a way they know or should know is likely to cause harm or damage) including in particular:
 - I. violation of Traffic Lights
 - II. violation of any of the Warning, Priority and Prohibitory Traffic signs
 - III. explosion or fire to the Vehicle because you are using it to transport dangerous goods
 - IV. hitting a bridge or driving into a barrier that is too low for the vehicle to pass beneath or overhead objects
 - V. driving into a barrier in a car park before it fully opens.
 - VI. driving on unsuitable/unpaved roads in bad condition without due care resulting in damage to the undercarriage
 - VII. driving on a beach causing damage by salt water and/or sand
 - VIII. driving through flooded roads causing damage to the engine
 - IX. putting wrong fuel in the vehicle or otherwise contaminating the fuel
 - X. burning a clutch (which requires persistent ill use) or using the hand brake incorrectly
 - XI. damage to the wheel rim caused by driving with a flat tire
 - XII. fitting unauthorized objects to the interior (e.g. luggage/suitcases) or exterior
 - XIII. carrying especially dirty or smelly materials that require extra cleaning costs or that damage or burn the interior
 - XIV. damage resulting from locking the keys in the vehicle or losing the keys
 - XV. damage resulting from leaving the windows open
 - XVI. loss of or damage to the vehicle caused by failure to use the anti-theft system (if provided)
 - XVII. loss of the vehicle when you are unable to return the keys

EXCESS REIMBURSEMENT POLICY (ERP)

If you have purchased excess waiver insurance or similar from a third party (broker, trader) you must present a printed version of your Excess Refund Policy Voucher at the rental desk.

IMPORTANT: Any of the above products purchased from third part trader will be void if you breach these T&Cs, or if the loss or damage is caused intentionally. Reimbursement and Waivers may also be invalid if the loss or damage is caused by the gross negligence of you or an authorized driver. For full details of exclusions see the above paragraph [Key Limitations & Exclusions](#)

IMPORTANT: These general conditions govern all related insurance products offered by us (CDW, ERC and FDW).

4. DURING YOUR RENTAL

FINES, TOLLS AND OTHER CHARGES

You are responsible for all fines, road tolls, congestion charges and other similar charges (including parking fines or charges) incurred in relation to the vehicle during your rental. Some of these will be sent to us for payment, which we will pay and recover from you by way of reimbursement. Alternatively, we may be required to provide your details to the relevant authority, who will contact you directly.

IMPORTANT: In addition to any fine or charge you incur we may also apply an Administration Fee to reimburse us for the time and costs we incur in dealing with these matters.

BREAKDOWN

If you experience any problem with the vehicle due to mechanical failure or accident you should contact the station stated in your Rental Agreement and they will arrange help. Although this service is included in your rate, you will be responsible to us for any costs we incur where you are at fault. Please note that you must not allow anyone to service or repair the vehicle without our permission.

TIP: You can buy our "Extended Roadside Assistance (ERA)" product to cover breakdown call out costs where you are at fault.

BREAKDOWN VARIATIONS:

- If the Vehicle breaks down due to mechanical failure during the Hire Period we will, as soon as possible, recover and repair the Vehicle so that it is rendered functional.
 - I. If the Vehicle cannot be repaired, we will (where possible) provide you with an alternative Vehicle of an equivalent standard and size to the Vehicle for the remainder of the Hire Period
 - II. If we cannot repair the Vehicle or provide you with an alternative vehicle, we will provide you with a refund for any part of the Hire Period that you have paid for but not received the benefit of
 - III. If, and only if, the breakdown or accident or incident is due to our negligence or willful default then we will not charge you for the recovery and/or repair (if any)
- Should we consider that the breakdown is caused by the negligence or deliberate misuse or if loss of or damage to the Vehicle arises as a result of a breach of the Contract by you and/or any unauthorized driver then your liability will not be capped at the Excess amount.

ACCIDENT

If you have an accident you agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings. You must also take the following steps:

- **Notification:** You must inform the station in any event, if there is damage to the vehicle, using the numbers stated on your Rental Agreement.
- **Obtain Police Report:** Report the accident to the police as soon as you can if anyone has been injured or property has been damaged.
- **Accident Report Form (ARF):** Complete the ARF (available either in the vehicle or by request on return) and hand it to a member of staff. The ARF must be completed, signed and, where possible, agreed with any third party even if there is no damage to the vehicle. According to the article K70 of the Greek Law, customer is obliged to complete an accident report form, regardless his responsibility or not.
- **Do Not Admit Fault:** Take the name and address of everyone involved, including witnesses, and collect the information requested on the ARF.

IMPORTANT: If you fail to comply with these accident instructions your waiver products may be void.

DAMAGE AND THEFT

Responsibility: You are responsible for all losses incurred by us to the full value of the vehicle if the vehicle is lost or damaged during your rental and our costs unless the loss or damage is directly due to us or we have been reimbursed by a third party or their insurers.

IMPORTANT: Your liability to us may include (amongst others):

- Cost of repairs and loss of rental income (Loss of Use)
- Towing and storage charges
- Loss in value of the Vehicle
- An administration charge to recover our costs for dealing with these issues and any related claim

Security: You are responsible for the security of the vehicle and should try to minimize the risk of theft or vandalism by parking in a safe place. Always remove valuable items (including any removable radio, DVD player or GPS systems unit) from sight and make sure the vehicle is locked. You must also comply with our return instructions (see the section [Return Your Vehicle](#) below).

Theft: If the vehicle is stolen you need to inform the police, call our station as soon as you can and complete an ARF. You must be able to show that you have taken appropriate care by returning the keys to us, otherwise our applicable waiver products will be invalid.

IMPORTANT: To the extent allowed under applicable law, our insurance and waiver products will be void if you breach these Rental Terms, or if the loss or damage is caused intentionally. Our waivers may also be invalid if the loss or damage is caused by the gross negligence of you or an authorized driver. For full details of exclusions see the section [Insurance & Waivers](#)

5. RETURN YOUR VEHICLE

RETURN PROCEDURE

You should return the Vehicle and its keys, accessories and documentation to us in the same condition as they were at check out, on the date and at the time and with the same amount of fuel as shown on the Rental Agreement. You should allow 20 to 30 minutes to complete the inspection with our staff and agree any damage. If you don't have time to do this any new damage will be assessed in your absence. If you return the Vehicle before the return date and time stated on the Rental Agreement the rental charges will remain the same as we will not refund any unused daily rental or accessory charges or additional insurance packages you have purchased from us.

When you return the Vehicle to us you should take the opportunity to:

- I. make sure the Vehicle is clean for inspection
- II. ensure you have removed all of your personal belongings (you are responsible for checking the Vehicle)
- III. inspect the Vehicle together with our agent and countersign the check-in Form which includes a record of any new damage

If you are unable or you refuse to inspect the Vehicle with us or we are unable to complete the inspection due to extreme dirtiness of the Vehicle, then we will inspect the Vehicle on our own and you accept that you are responsible for all charges, fees and damage to or loss of the Vehicle which may have arisen before we have checked the Vehicle back in. If, during our inspection, we discover new damage to the Vehicle (from that described on the Check Out Form at the time of pick up the Charges Procedure section below will then apply.

IMPORTANT: If you return the vehicle out of hours you will remain fully responsible for the vehicle, including any damage, until we are able to locate it. We will notify you of any such charges and arrange for payment when these are identified.

DAMAGE POLICY

Your responsibility for damage to the Vehicle is set out at the Damage and Theft section of these T&Cs. This policy covers how we assess and charge for damage and how we deal with any disputes relating to damage assessed.

CHECKING THE VEHICLE:

We will provide a summary of any damage on the Vehicle (Check Out Form) at the start of the rental. Please check to make sure it is correct. We will also inspect the Vehicle on your return and provide the (Check-in Form) to record any new damage. Some damage will not be apparent on post-rental inspection, such as damage caused to inaccessible parts of the vehicle (e.g. the engine, fuel tank or clutch) or hidden by adverse light or weather conditions. If we find any such damage, we will notify you by email, with evidence, before we charge you.

DAMAGE ASSESSMENT AND CHARGING:

There are three common scenarios:

- I. Minor Damage – agreed on return
We aim to deal with damage in a quick and practical way by using our Minor Damage Matrix. This contains the average cost of repairing the most common and minor damage based on the costs of body repair, shops for parts and labor.
For minor damage agreed with you on return, we will charge you in line with our [Tariff Guide – Minor Damage Matrix](#)
- II. Minor Damage – not agreed on return (e.g. because you are not present, refuse to sign the relevant docs etc.)
Our counter staff will charge the credit card up to the excess amount, will evaluate the damage on your absence using our Minor Damage Matrix and will assess the case to our Customer Relations Department. We aim to complete this within 48 hours of the end of the Hire Period (we will shortly amend this period three (3) days to ensure that you are fully informed of the final damage invoice). If you agree with the final damage invoice you will be refunded the excess amount charged minus the final damage invoice. If you are not satisfied with our assessment, we will refer you, where possible, to an independent adjudicator decision will be binding on us.
- III. Significant Damage
If the damage is significant and is not covered by the Minor Damage Matrix, we will refer to DAT Online System for evaluation of the damage. Our counter staff will issue the final damage invoice based on the DAT evaluation plus the Damage Administration Fee and the Loss of Use charges. Please see Annex 2 – Charges Explained. If you disagree with the charges you may contact our Customer Relations Department cs@abbycar.com within 48 hour who will review the matter in full, refunding you as appropriate if they disagree with any charge made. They aim to deal with all customer contacts within 14 days. If we are still unable to resolve the matter to your satisfaction, we will refer you, where possible, to an independent adjudicator, whose decision will be binding on us

FAIR WEAR & TEAR

To maintain complete transparency, we have listed below what is classified as damage which will be charged for when the vehicle is returned. Any damage smaller than the below measurement is considered to be fair wear and tear and will not be charged:

- VEHICLE BODYWORK
 - I. Scratches / Scuffs: Greater than 15mm (paint damage) or less than 15mm if the bare metal is showing.
 - II. Dents: Diameter greater than 0,5mm
- GLASSES/MIRRORS: Any chips or cracks
- TYRES: Any damage to the tire, including damage to the sidewall, punctures and where the vehicle has been driven on a flat tire.
- WHEELS: Scratches greater than 0,5mm
- INTERIOR: Any damage to the internal trim, any stains or burns to seats or carpets

6. GENERAL

MODIFICATIONS

Regardless in which channel you have placed your booking (with us or through any of associated partners) you can modify free of charge provided you let us know at least 24 hours before the Hire Period is due to start. Please be aware that depending of the nature of the modification (e.g. change car group, pickup and/or drop off dates or location etc.) your rental price may change. You can use the same communication channel that you used when booking the Vehicle, alternatively you can contact our support team at support@abbycar.com. We will let you know if the modification to your booking is possible. If it is possible, we will tell you about any changes to the rental price which would be necessary as a result of your requested modification and ask you to confirm whether you wish to go ahead with the modification to your booking.

We will charge you a Booking Amendment fee as set out in Tariff Guide – Charges Explained each time you amend any details of your booking and you give us less than 24 hour notice before the Hire Period is due to start or for any modifications that you wish to make once the Hire Period has started.

CANCELLATIONS and NO-SHOW

Prepaid Rentals

If you have prepaid your booking online via our direct booking channel at www.abbycar.com:

- You can cancel your rental free of charge provided that you have given us at least 24hour notice before the Hire Period is due to start. You can contact our Call Centre on via email to support@abbycar.com to cancel the rental.
- If you cancel giving us less than 24hour notice, the prepaid amount will be refunded less a Cancellation Fee at the rate shown in [Tariff Guide – Charges Explained](#)
- If your booking is made less than 24 hours before pick up, the cancellation policy will automatically apply to your booking
- If you have not cancelled your reservation and fail to pick up the Vehicle (No-Show) due to one of the below reasons then your prepayment will be refunded less the No-Show Fee at the rate shown in [Tariff Guide – Charges Explained](#):
 - I. You didn't inform us about your cancellation prior to your pick-up time.
 - II. You failed to pick up the car at the arranged time and date.
 - III. You failed to provide the documentation that's required to pick up the car.
 - IV. You failed to provide a credit card in the main driver's name with enough available funds on it.

IMPORTANT: If you have placed your prepaid or part paid booking to one of our associated channels (e.g. Brokers, Agents etc.) you should only use the same communication channel to cancel your booking as you used when booking the Vehicle

FUEL POLICY

We will supply your vehicle with a full tank of fuel. You will need to return the vehicle with a full tank or pay for the additional fuel required to fill the tank on return, including a Refueling Service Charge for the convenience of having us refuel the vehicle for you. Fuel Purchase Option (FPO): You might find it more convenient to pay for a full tank at the start of the rental and save time refueling on return by taking this option.

CODE OF CONDUCT

If we are unable to resolve an issue to your satisfaction you can contact the European Car Rental Conciliation Service (ECRCS) provided you are an EU resident and you were renting in a different EU country. The ECRCS is an independent conciliation service staffed by people who understand the car rental industry. They review any complaints against a Code of Conduct for car rental companies, prepared by LEASEUROPE on behalf of the industry. We will comply with the decision of the ECRCS. You can visit their website at www.ecrcs.eu.

SPECIFIC TERMS

- DRIVING LICENSE: You are not able to rent if you or any additional driver have any endorsements or convictions for dangerous driving, drink driving or unauthorized taking of a vehicle in the last 5 years or your driving license is invalid.
- GRACE TIME FOR PICKUPS:
 - I. Prepaid Bookings: 60 minutes (see details at [Tariff Guide/Charges Explained/Amendments](#))
 - II. Part Paid Bookings: 15 minutes. (see details at [Tariff Guide/Charges Explained/Amendments](#))
- FERRYING THE VEHICLE: A prior written notice is required if you plan to load the Vehicle on a Ferry. Additional charges may apply
- CROSS BORDER: You are not allowed to drive the Vehicle outside the Countries Borders
- VEHICLE REPLACEMENT: A replacement vehicle for any damaged vehicle can only be supplied following the submission of the Accident Report Form and with the new deposit.

CONTACTS

BEFORE PICKUP: MON-FRI: 08:00-16:00. Tel.: +30 212 213 5282 (ext. 510) or by e-mail at support@abbycar.com

DURING YOUR RENTAL: You can telephone the station at any time using the number provided on the Rental Agreement.

AFTER YOUR RENTAL: If you disagree with any charges on your return, or have a complaint relating to your rental experience, you should call our Customer Relations Team at +30 212 213 5282 (ext. 550) or by e-mail at cr@abbycar.com

VEHICLE CATEGORIES & EXCESS VALUES inclusive of VAT

GREECE			CYPRUS		
Vehicle Group	CDW Excess	Security Deposit	Vehicle Group	CDW Excess	Security Deposit
MCMR, MDMR, MDAR	€868.00	€1,143.00	MDMR, MDAR, ECMR	€550.00	€550.00
ECMR, EDMR, HDMR, ECAR, EDAR, EDMD	€992.00	€1,267.00	ECAR, CCAR	€800.00	€800.00
CCMR, CDMR, DDMR, CCAR, CDAR, CDMD, MXMR	€1,116.00	€1,391.00	EDAR, ICAR	€1,000.00	€1,000.00
ICMR, IDMR, ICAR, IDAR	€1,240.00	€1,515.00	SFMR, SFAR, SWAR	€1,300.00	€1,300.00
DTMR, ITMR, SDMR, SDAR, SMFR, SFAR, SWMR, SWAR, SVMR, FVMR	€1,860.00	€2,135.00	FVMR, LDAR, LTMR	€2,500.00	€2,500.00
LDMR, LDAR, LTMR	€2,500.00	€2,775.00			

VEHICLE LUGGAGE & TRUNK CAPACITY

All luggage must fit in the trunk. Aside from personal bags (handbags, briefcases, laptops), luggage is not allowed in the interior of the vehicle.								
Category	Sipp	Model	Small size Cabin Suitcase 48cm of height	Medium size Cabin Suitcase 55cm of height	Medium size Suitcase 68cm of height	Large size Suitcase 75cm of height	Upgrade Scale per day	
Mini	MCMR	A4	Toyota Aygo	2				
Mini	MDMR	A3	Suzuki Celerio	1	1			
Mini	MDAR	A2	Nissan Pixo Aut.	1	1			
Mini	MXMR	A	Fiat 500	1	1			
Economy	ECMR	C1	Fiat Panda		1		2,00 €	
Economy	EDMR	C3	Ford Fiesta			1		
Economy	HDMR	C5	VW Polo			1	7,00 €	
Economy	ECAR	C7	Nissan March Aut.			1		
Economy	EDAR	C2	Opel Corsa Aut.			1	5,00 €	
Economy	EDMD	C	Nissan Micra Dsl.			1		
Compact	CCMR	D1	Peugeot 308	1	2		4,00 €	
Compact	CDMR	D2	Toyota Auris		1	2		
Compact	DDMR	D4	Opel Astra		1	2	7,00 €	
Compact	CCAR	D5	Kia Ceed Aut.	1		2		
Compact	CDAR	D3	Toyota Auris Aut.		1	2	7,00 €	
Compact	CDMD	D	Ford Focus Diesel		1	2		
Compact	DTMR	V1	Audi A3 Convertible			2	70,00 €	
Intermediate	ICMR	K2	Fiat Tipo		1		6,00 €	
Intermediate	IDMR	K4	Peugeot 301		2	2	8,00 €	
Intermediate	ICAR	K6	Fiat Tipo Aut.		2		10,00 €	
Intermediate	IDAR	K1	Toyota Avensis Aut.		2	2		
Intermediate	ITMR	V2	Audi A4 Convertible		1		100,00 €	
Standard	SDMR	K3	Scoda Octavia			3	7,00 €	
Standard	SDAR	S1	VW. Passat Aut.			3	10,00 €	
SUV	SFMR	E3	Nissan Qashqai		2		70,00 €	
SUV	SFAR	E4	Nissan Qashqai Aut.		2			
Estate	SWMR	K5	Opel Astra Estate			2	3	80,00 €
Estate	SWAR	K7	Fiat Tipo Estate Aut.			2	3	
Minivan	SVMR	F1	Nissan Evalia	2		2		90,00 €
Minibus	FVMR	G	Nissan Primastar		2		2	
Luxury	LDMR	W2	Mercedes E Class				3	
Luxury	LDAR	W3	Mercedes E Class Aut.				3	130,00 €
Luxury	LTMR	V3	BMW 5 series Convertible		1	2		

Please remember that the guidelines above are only intended as a reference point. However, if you will have one or two pieces of luggage that will or might exceed your vehicle's trunk capacity, we recommend reserving the next biggest vehicle, Otherwise The station will require an upgrade to a larger vehicle due to luggage exceeding capacity.



TARIFF GUIDE

01 November 2019

CONTENTS

- General Products
- Charges Explained
- Minor Damage Matrix
- One Way Rentals Tariff

GENERAL PRODUCTS

GENERAL PRODUCTS & SERVICES				
The following are products we offer that you may buy when you pick up the Vehicle. These are not included in the rental charges. Some are optional.				
Description	What is the Charge for	Cost inclusive of VAT		
Young Driver Charge	Special Conditions for Young Drivers 23-24 years Old: a) Car Groups Allowance: MCMR, MDMR, ECMR, EDMR, CCMR, CDMR b) A Security Deposit of € 2000 is required to be held on the credit card	€10.00 per day		
Additional Driver (A.D)	The cost for each additional person to drive a Vehicle. <i>Note: The maximum number of additional drivers in one rental agreement is two (2)</i>	€5.00 per day		
Booster Seat	Seating for young children	€5.00 per day		
Child Seats	Full seating for young children (0-7 years)	€5.00 per day		
GPS system	Navigational or GPS system	€8.00 per day		
Prepaid Fuel	Optional you can purchase at the rental desk a Prepaid full tank of fuel. In that case you can return the Vehicle Empty without been charged for missing fuel. This option is suitable if you plan to refill more than one time. <i>Note that we will not reimburse you for unused fuel.</i>	MINI	ECON	COMP
		€90.00	€100.00	€130.00
		<i>A small service fee is included</i>		
Vehicle Upgrade	It may be possible to upgrade your reserved Vehicle to a different Vehicle at the time of pick-up. Prices vary between € 3.00 and € 100.00 per day depending upon the Vehicle you originally booked and the Vehicle you are upgrading to. Please ask our station's staff for further detail at the time of collection	<i>Please ask for further detail at the time of collection</i>		
Out of Hours Pickup/Return (OOH)	If you wish to collect your Vehicle which is outside of the Station's normal opening hours (OOH): Normal Opening Hours: Airport Stations: MON-SUN 08:00am – 22:00pm Normal Opening Hours: Downtown/Port Stations: MON-SUN 08:00am – 22:00pm	€35.00 per service		
One-Way Fee	If, in the middle of the Hire Period you decide you wish to return the Vehicle to a different ABBYCAR Station than you originally planned then you must have this authorized by us in advance and you must pay the one-way Fee	€0.80 per kilometer		
Ferrying the Vehicle Fee	If you plan to ferry the Vehicle then you must have this authorized by us in advance and you must pay this Fee. Please also note that: a. Damages while ferrying the Vehicle are not covered by any insurance policy b. You are fully responsible for all financial costs arising for recovering the vehicle to the rented station in case of Breakdown or Accident	€30.00 per rental		
Extended Roadside Assistance	Protect you against having to pay Recovery charges for call outs where you are at fault (e.g. locking keys inside the Vehicle, empty battery, flat tire assistance etc.)	€2.50 per day		
Special Roadside Assistance	Protect you against having to pay Agent Recovery charges (Tow Track) for any breakdown or damage you were at fault or damage caused due to an accident.	€10.00 per day		
Value Cover	Reduces your financial responsibility for damage to windscreens, tires and glass to zero	€2.50 per day		
Enhance Protection	We complete the process of your damage claim to your Third Part insurer on your behalf and we are keeping you updated until the completion of your claim	€1.50 per day		
Excess Reduction Cover (ERC) <i>(It covers all authorized drivers)</i>	Limits your financial liability (Excess) in case of damage to or theft of the Vehicle to a certain amount			
	Vehicle Group	Cost per day Inclusive of VAT	Excess Amount Reduction %	Security Deposit Reduction %
	GREECE FOR ALL CAR GROUPS	€15.00	50%	
	CYPRUS FOR ALL CAR GROUPS	€15.00	50%	
Full Damage Waiver FDW zero excess <i>(It covers all authorized drivers)</i>	Eliminates your financial liability (Excess) in case of damage to or theft of the Vehicle to zero (0)			
	GREECE – Vehicle Group	Cost per day Inclusive of VAT	Excess Amount	Security Deposit
	MCMR, MDMR, MDAR, ECMR, EDMR, HDMR, ECAR, EDAR, EDMD, CCMR, CDMR, DDMR, CCAR, CDAR, CDMD, MXMR	€ 25.00 per day	€0.00	€149.00
	ICMR, IDMR, ICAR, IDAR, SDMR, SDAR, SMFR, SFAR, SWMR, SWAR, SVMR	€ 40.00 per day		
	FVMR, DTMR, ITMR, LDMR, LDAR, LTMR	€ 55.00 per day		
	CYPRUS – Vehicle Group	Cost per day Inclusive of VAT	Excess Amount	Security Deposit
	MDMR, MDAR, ECAR	€ 15.00 per day	€0.00	€149.00
	ECAR, CCAR			
	EDAR, ICAR	€ 20.00 per day		
	SFMR, SFAR, SWAR	€ 35.00 per day	€0.00	€149.00
FVMR, LDAR, LTMR				

CHARGES EXPLAINED

CHARGES EXPLAINED					
You may incur some of the following Charges during your Hire Period. These are not included in the rental charges.					
Special Cleaning	This applies if you return the Vehicle to us in a condition that requires more than our standard 'ready for rent' clean			€ 25.00	
Biological Cleaning	This applies if you return the Vehicle to us in a condition that requires biological cleaning			Up to € 100.00	
Excess Mileage Charges	For Rentals of up to 4 consecutive days: Excess mileage charges will apply if the vehicle travels more than 1000 Km.			€ 0.20 per kilometer	
Key Loss - Damage	The cost to replace lost, stolen or damaged keys can be up to € 400.00 depending on the make and model of the Vehicle. The spare Key must be collected from the station.				
Recovery Charges	This charge will apply for call out costs where you are at fault included but not limited to the following cases: (spare keys delivery due to loss or damage, battery recharge, fuel delivery, flat tire replacement, vehicle replacement due to mechanical failure caused by the drivers wrong operation, vehicle replacement due to damage caused by the driver's negligence (e.g. driving in unpaved roads and cause damage to underside, damages to the clutch due to driver wrong operation etc.) You can buy our "Extended Roadside Assistance (ERA)" product to cover breakdown call out costs where you are at fault.			€ 1.50 per kilometer plus € 50.00 surcharge	
Agent Recovery Charge	This charge will apply for each case a Tow Truck is required to recover a Vehicle due to a mechanical breakdown or damage you were at fault – examples as above – or damage caused to the vehicle due to an accident whether it is or not at your fault			€ 3.00 towing per kilometer plus € 150.00 surcharge	
Amendment Fees	LATE ARRIVAL AT PICKUP: If you have NOT notified us at least 12 hours prior to pick up regarding any delays of your arrival at the rental desk and regardless the booking is prepaid or part paid:				
	If you arrive at the Pick Up Station within our Pick Up Grace Period: For Prepaid Bookings: 60 minutes / For Part Paid Bookings: 15 minutes			Free of charge	
	If you arrive at the Pick Up Station Up to 2 hours after our Grace Period and subject to availability we will offer a vehicle of the booked group or a larger group (Upgrade) whichever is available.			€ 25.00 + Upgrade	
	If you arrive at the Pick Up Station more than 3 hours and less than 6 hours after the Pick Up Time we may offer subject to availability any vehicle at our Local Rates Tariff below minus your prepaid voucher value (Net rate):				
	LOCAL RATES TARIFF including FDW with zero Excess				
	CAR GROUP	01JAN – 31MAY & 01OCT – 31DEC	01JUN – 30JUN & 01.09 – 30.09	01JUL – 31AUG	DEPOSIT
	MINI	€ 25.00 per day	€ 37.00 per day	€ 55.00 per day	€ 500.00
	ECONOMY	€ 32.00 per day	€ 44.00 per day	€ 62.00 per day	€ 500.00
	COMPACT	€ 46.00 per day	€ 58.00 per day	€ 75.00 per day	€ 750.00
	INTERMEDIATE	€ 53.00 per day	€ 65.00 per day	€ 95.00 per day	€ 750.00
SUV – ESTATE	€ 67.00 per day	€ 79.00 per day	€ 125.00 per day	€ 1,000.00	
MINIVANS	€ 95.00 per day	€ 107.00 per day	€ 175.00 per day	€ 1,000.00	
BOOKING AMENDMENT FEES AT THE RENTAL DESK THE TIME OF PICK UP (BAF): This Fee applies to any VOUCHER change without any prior notice to any of the following details:					
o the main Driver Name (e.g. failure to present a valid credit card)			€ 20.00 + FDW Cover + A.D Fee		
o the Vehicle Group (e.g. your luggage exceeds the Luggage capacity allowance)			€ 10.00 + Upgrade		
o the Drop Off Date or Time, due to any reason, regardless any prior change to P.U Time			€ 30.00 + Extra Day(s)		
Cancellation Fee	This charge will be made if you tell us you wish to cancel your prepaid booking but you give us less than 24hours notice before the Hire Period is due to start			€ 25.00	
No Show Fee	This charge will apply if you did not cancel your pre-paid booking and you do not collect your Vehicle.			€ 25.00	
Third Part Admin Fee	Standard charge to recover our costs of dealing with any road charge, parking fine or charge, traffic fine or other penalty you incur during your rental. Legal fees, statutory court costs and interest may be payable in addition to this fee.			€ 40.00	
Minor Damage Fees	Minor Damage Admin Fee	You will be charged this fee in addition to the fixed sums set out in the Minor Damage Matric.		€ 93.00	
	Minor Damage Related Costs Fee	You will be charged this fee in addition to the fixed sums set out in the Minor Damage Matric		€ 56.00	
Significant Damage Charges	Insurance Handling & Administration Charges	For each Significant Damage occurred this charge will apply in addition to the damage estimated repairing costs through the DAT System.		€ 162.00	
	Loss of Use Charges	For each Significant Damage occurred these charges will apply in addition to the damage estimated repairing costs through the DAT System.		€20.00 to €40.00 per loss day Min charge €113.00	
Authorized Extension	Applies if you don't let us know that you wish to extend the length of your Hire Period at least 2 working hours before it is due to be returned to us			€ 40.00	

MINOR DAMAGE MATRIX

Element	Type and Condition		Cost exclusive of VAT						
			Mini	Economy	Compact	Intermed. Estate	SUV	Minivan	Minibus
BODY Bonnet, Doors, Wings, Roof, Pillars, Tail/Boot	Varnish Damage (e.g. surface abrasions from trees)	Wing, Door, Bonnet	€ 150	€ 150	€ 200	€ 250	€ 300	€ 300	€ 400
		Roof	€ 300	€ 350	€ 400	€ 500	€ 500	€ 700	€ 800
		The Whole Side	€ 450	€ 500	€ 550	€ 600	€ 600	€ 800	€ 1,000
	Paint Damage Scratch/Scuff 15mm – 50mm paint damage		€ 191	€ 224	€ 248	€ 275	€ 335	€ 359	€ 389
	Bare Metal Scratch/Scuff < 50mm paint damage		€ 191	€ 224	€ 248	€ 275	€ 335	€ 359	€ 389
	Scratch/Scuff/Dent 50mm – 125mm		€ 387	€ 435	€ 458	€ 509	€ 536	€ 598	€ 628
Scratch/Scuff/Dent >125mm		€ 584	€ 638	€ 665	€ 734	€ 745	€ 791	€ 839	
BUMPERS Front, Rear	Scratch/Scuff/Dent < 50mm		€ 234	€ 239	€ 251	€ 278	€ 319	€ 332	€ 361
	Scratch/Scuff/Dent 50mm – 125mm		€ 314	€ 328	€ 344	€ 369	€ 408	€ 429	€ 453
HEADLIGHTS			DAT System						
INDICATORS									
GLASSES									
WHEELS									
MIRRORS									
TIRES	Rim Size		Tire Dimensions – Costs are per unit						
			165	175	185	195	205	215	225+
	14 inches		€ 70	€ 80	€ 90				
	15 inches		€ 80	€ 85	€ 90	€ 100			
	16 inches					€ 120	€ 120		
	17 inches						€ 140	€ 140	€ 140
IMPORTANT: If one tire is destroyed by the renter's fault, both tires of the same axel are to be replaced at the renter's expense									
WIPPERS	Broken/Damaged/Missing		DAT System						
BADGES									
AERIAL									
DOOR HANDLES									
INTERIOR									
SEATS	Damaged/Burned/Holed/Cut/Missing		DAT System						
DOORS PANEL									
ROOF LINING									
FRONT PANNEL									
GLOVE DEPARTMENT									
INTERIOR CARPET									
INTERIOR LIGHTING									
SUNVISOR									
LUGGAGE COVER									
BOOT CARPET									
ACCESORIES									
Booster Seat	Damaged/Missing		€ 50						
Child Seat			€ 100						
GPS System			€ 200						
Hub Cover			€ 50						
Number Plates			€ 50						



PRIVACY POLICY

Last Updated: November 01, 2019

CONTENTS

- Collection
- Purpose
- Sharing
- Retention & Security
- Your Rights
- Questions & Changes

Skywarpel Trading Limited, trading as "ABBYCAR" whose registered office is located at Boumpoulinas 11 str, Nicosia, Cyprus (hereinafter referred to as ("we", "us", "our(s)")) is responsible for the processing of your personal data (i.e. any information that would allow us to identify you, either directly or indirectly) through our website, our rental stations, or through any other contact you may have with us.

COLLECTION

We collect Personal Data that you provide on our websites, on third-party websites, on applications and offline in connection with any inquiries, reservations, rentals or purchases you make in relation to our services. We may collect your Personal Data directly or through our service providers, business partners, discount sponsors, licensees, advertisers and booking channel providers. For further details, see below:

TYPES OF INFORMATION COLLECTED (may include but not limited to):

1. Personal Information: (name, age, date and place of birth, gender, address, email address, phone number, passport number, driving license or other ID photograph, credit score and history, criminal history)
2. Rental Information: (payment card information, booking location, rental location, return location, preferences and usage information, charges incurred, purchase prices and details, itinerary information, data related to claims)

METHODS AND SOURCES OF COLLECTION

1. Online: (our website, our offices, our mobile apps, our social network pages)
2. Offline:
 - a. calls to or from our reservation, customer service, emergency road-side assistance, customer contact or member care centers
 - b. interaction with our various licensees, affiliates, and subsidiaries, including car sales and other businesses
 - c. in-person at rental locations
 - d. in-vehicle or in-equipment technology or through other telematic devices
 - e. in connection with a reservation (even an abandoned or interrupted reservation), a rental of a vehicle or equipment, or your purchase of a vehicle or equipment
 - f. reservations you make with us through licensees, travel agents or brokers, online or in-person
 - g. transactions you complete with us, our licensees, and agents including options you take, charges you incur and any incidents or accidents that may occur
 - h. when you join our membership programs
 - i. CDP Sponsors or sponsors of promotion codes, affiliation, or special discount codes.
 - j. consumer reporting agencies and other companies that have business relationships with us, such as our licensees' affiliates and business partners, including airlines, hotels, and insurance companies
 - k. Claims Management service providers (either affiliated directly with us, or operated by a third party)

Depending on the purposes for which we collect and use your Personal Data, as set out in this Policy, the Personal Data we collect from you may be required due to a statutory or contractual obligation, provided on a voluntary basis, or necessary for us to enter into a contract with you. If you do not provide your Personal Data to us this may result in disadvantages to you. In particular, we may not be able to rent to you. However, unless otherwise stated, not providing your Personal Data will not result in legal consequence for you.

PURPOSES

Below we have set out the various purposes for which we process your Personal Data. We have also set out the legal grounds for the processing of your Personal Data for each purpose.

OPERATIONS AND SERVICES

We may use your Personal Data to provide you with the services or products you request from us and to perform other activities related to such services or products, including:

- a) to Confirm/Modify/Cancel your booking
- b) to correspond with you in relation to your booking or rental
- c) to verify your identity and to carry out credit and fraud prevention checks prior to releasing a vehicle to you at the start of your rental
- d) to manage your rental and/or invoice and/or any dispute or claims or recover any losses relating to your rental
- e) to manage any fines and penalties (this processing is either required by law or carried out to support our legitimate interests.

Legal grounds: to perform our contract with you or to take steps at your request prior to entering into a contract with you.

OUR MARKETING

We may use your Personal Data to provide you with marketing information, special offers and promotions via various means, including e-mail, in accordance with applicable law.

Legal grounds: on the basis of your consent. You can unsubscribe from receiving such messages at any time by contacting us at the details at the Contacts Section below as well as the unsubscribe link in each e-mail message

NORMAL COURSE OF BUSINESS

We may also process your Personal Data and other information if such processing is necessary:

- a) to comply with the law or in response to a subpoena, court order, law enforcement request, or other legal process
Legal grounds: where it is necessary for compliance with a legal obligation to which we are subject.
- b) to protect the interests, rights, safety, or property of us or others
Legal grounds: where it is necessary for compliance with a legal obligation to which we are subject.
- c) to enforce any terms of service on our websites or the terms and conditions of any rental, purchase, or utilization
Legal grounds: for our legitimate interests, which are to protect us and enforce such terms of service or terms and conditions.
- d) as part of a business transaction where all or some of our assets are bought, sold, or otherwise transferred by act of law or contract
Legal grounds: for our and third parties' legitimate interests.
- e) to operate our systems properly.
Legal grounds: for our legitimate interests, which are the proper running of our systems and our business in order to provide our products and services to you and other customers.

TELEMATICS

We may use in-vehicle data systems to collect data about the vehicle's position, condition and performance during your rental. Use may include:

- a) to collect data relating the vehicle's condition and performance during the rental to improve the accuracy of our billing processes on return of the vehicle
Legal grounds: for our legitimate interests to ensure accurate charging for your uses of the vehicle, including for fuel and damage, during your rental
- b) to collect data relating to the driver's operation of the vehicle during the rental for safety, security and claims management reasons, including to contact the renter if the data suggests there is a security, safety or operational issue that we need to bring to your attention
Legal grounds: for our legitimate interests to enable us to defend and manage claims arising out of accidents involving the rental vehicle; to ensure we meet our safety and security obligations in relation to the vehicle and each rental
- c) to track the vehicle's location throughout the duration of a rental in order to access such information solely where the driver is in breach of the rental agreement (by failing to return the vehicle on time or by driving into unauthorized territories) or to assist in the defense and management of claims following an accident involving the vehicle
Legal grounds: for our legitimate interests to protect our assets, enforce our terms and conditions and defend and manage claims

WEBSITES

If you use our website, we may process your Personal Data as follows:

- **Aggregated or anonymized information**
We may share with other third parties aggregate or anonymized information about our website users, such as your use of this website or other websites, and the services provided on this website or other websites, as well as any rental, purchase, or utilization information.
- **Social media**
If you participate in certain public features of our websites, apps, or social media websites/apps, please note that any information you or others voluntarily disclose through use of such features, becomes available to the public and/or other users whom you have designated. If you choose to provide access credentials to designated individuals, please be aware that any information you provide to us may be visible to such individuals. We are not responsible for the information that you or others choose to disclose publicly and such information is not subject to this Policy.
- **Links to third parties**
We may provide links to third-party websites, or may be linked to from third-party websites. Since we do not control third-party sites, and we are not responsible for any information you may provide while on such sites, we encourage you to read the privacy policies on those websites before providing applicable third-parties with your information.

SHARING

CATEGORIES OF RECIPIENT

We may share your personal data among ourselves, our agents, our licensees and other companies to provide services to you. Your personal data will be disclosed, where necessary and relevant:

- to authorized personnel within our company and to entities in our group and/or to entities in our group franchise network, or any person appointed

- by any of these entities for the purposes of fulfilling your rental booking and supplying associated services
- to third party IT service providers for technical purposes in order to help us provide you with our products and services
- to law enforcement bodies and other public and private sector bodies for the purposes of dealing with alleged, or actual, road traffic or driving offences and/or associated fines; and private parking companies dealing with alleged or actual breaches of contract
- for the management and update of a register of customers presenting certain risks to the vehicle rental business generally or to its staff
- to fraud prevention agencies who will use it to verify your identity and to prevent fraud and money-laundering
- to companies supplying operational support in relation to:
 - a) delivery and collection of vehicles
 - b) authentication of you and your driving license history
 - c) insurers and solicitors that manage our insurance claims and/or debt recovery matters

INTERNATIONAL TRANSFERS

Depending on the circumstances, certain recipients may be located in countries which have, or have not, been recognized by the European Commission as ensuring an adequate level of data protection. In the event your destination country is not recognized by the European Commission as having adequate levels of data protection you should be assured that we have put in place the appropriate safeguards to ensure that your personal data is protected in accordance with the requirements of the Data Protection Act 1998 and associated EU regulations.

RETENTION & SECURITY

DATA RETENTION

We retain personal data about our customers for as long as we believe is necessary for the purposes for which it was collected, or unless otherwise allowed or required by law. We collect Personal Data for a number of purposes (see above) and may be required to retain it for legal (including tax) reasons for a period which is longer than the time we need or use the data for the purpose of providing our rental services to you. We maintain a data retention policy to cover all the Personal Data we retain across our systems. If you have any questions about the retention period applying to the Personal Data, we collect about you, please contact us in the details provided below.

SECURITY MEASURES

Information is stored and accessed in various locations and cloud services. Servers which store information are primarily located in Greece and Europe, although storage may occur in other locations as well. We use reasonable administrative, technical, personnel, and physical measures

- a) to safeguard Personal Data against loss, theft, unauthorized use, disclosure, or modification
- b) to ensure the integrity of your Personal Data

To help us protect your privacy, you should maintain the secrecy of any logon IDs and passwords, Member numbers, or other identifiers or credentials you may have set up or were provided with in connection with your participation in or use of our products, services, or websites.

TRANSMISSIONS

As you may be aware, there is no completely secure method of transmitting or storing data. Although their physical characteristics are different, postal mail, telephone calls, text messages, faxes and transmissions over the Internet or wireless networks all present possibilities of loss, misrouting, interception and misuse of the data that is transmitted. If you have reason to believe that any account with us is no longer secure, you must immediately contact us.

We try to strike a balance between the security of your data and your convenience. As a result, we may sometimes use a method of communication that is less secure than a less convenient alternative. Please do not include confidential information, such as your credit or debit card number or account passwords, in any e-mail or text you send to us or on any posting you make to a public area of a third-party social network page, especially since any such posting immediately becomes public. For a more secure way to communicate with us over the Internet, please click on the "Contact Us" link on our website.

YOUR RIGHTS

- You have the right to request access to, review, and update your Personal Data covered by this Policy, and can request this by contacting us at the details set out in Section 6 below. While we will make reasonable efforts to accommodate your request, we also reserve the right to impose certain restrictions and requirements on such access requests, if allowed or required by applicable laws. If you are a member of one of our membership or rewards programs, you may update the information in your member profile by logging into your applicable member profile.
- You also have the right to:
 - I. request rectification of your Personal Data where the information that we hold about you is incorrect or incomplete
 - II. object to the processing of your Personal Data for direct marketing purposes, including profiling to the extent it relates to direct marketing
 - III. object to the processing of your Personal Data where our legal basis for that processing is that such processing is necessary for our legitimate interests, subject to any overriding legitimate grounds that we may have for the processing
 - IV. object to automated decision making (including profiling) in certain circumstances

- V. request erasure of your Personal Data in certain circumstances, such as where processing is no longer necessary for the purpose it was originally collected for and there is no compelling reason for us to continue to process (or store) it
 - VI. request restriction of your Personal Data in certain circumstances, such as that we do not process certain of your Personal Data (other than merely by storing them) following a rental in circumstances where all matters relating to the rental have been completed and the data is being stored only to meet certain legal (e.g. tax) requirements
 - VII. receive (or ask us to transmit to another organization) your Personal Data that you have provided to us which we process by automated means where our processing is either based on your consent or is necessary for the performance of a contract with you.
- In addition, where we process your Personal Data on the basis of your consent, you can withdraw that consent at any time

You can make a request to us to exercise any of these rights by contacting us as set out in the Section Contacts below.

QUESTIONS & CHANGES

CONTACT US

We do business in many countries and aim to comply with the privacy laws applicable to the Personal Data we collect and use. Should you have a concern or complaint about our handling of your Personal Data, you may contact us directly via the methods described below. We will work to respond and resolve your complaints in an expeditious manner. You also have the right to lodge a complaint with a competent data protection supervisory authority in your jurisdiction.

Please contact us by emailing legal@abbycar.com or writing to the address below if you have any questions, wish to exercise your rights of access, or seek other assistance as described above. We will work to respond and resolve your complaints in an expeditious manner.

Skywarpel Trading Ltd (ABBYCAR)
Data Protection Officer
Archiepiskopou Makariou III, N 81
1021 Kaimakli, Nicosia
Cyprus

CHANGES

We reserve the right to change this Policy at any time for any reason by posting revisions on this webpage. Such changes will be effective upon posting, but will not apply retroactively. Whenever we make a material change, we will note the date of such update in the introductory page above, and post a note on the home page of our applicable website.