Regulation

1. Initial Considerations

1.1 Before joining and participating in the "Loyalty Program Powered by Movida rent a car" (the "Programme") and/or using the movidacarrentacar.pt website (the "Website"), please read this document very carefully.

1.2 Drive On Holidays – Comércio e Aluguer de Veículos, S.A. (the "Movida rent a car") is the company responsible for the Programme. This document (the "Regulation") sets out the general rules and conditions of the Programme, as well as the use of the Website.

1.3 All persons interested in joining and participating in the Programme, as well as using the Website, must accept and comply with this Regulation and any other policies that may be made available on the Website. Acceptance of the terms of this Regulation and other policies is absolutely essential in order to join and participate in the Programme and/or to use the Website functionalities.

1.4 By joining and participating in the Programme and/or using the Website, in any way, at any time, the interested party (the "Participant") declares that they agree with the provisions of this Regulation, with the version published on the date of use always being considered applicable.

1.5 This Regulation may be consulted at any time through the link "www.movidarentacar.pt/loyaltyprogram", by clicking on the "Menu" tab and then "Regulation".

2. Terms and Definitions

2.1 For the purposes of interpreting this Regulation, the definitions below shall apply. The expressions shall have the same meaning when used in the singular or plural.

a. Movida rent a car Website: digital platform, owned by Movida rent a car, available online, through which its services and products are made available to the general public.

b. Benefit: advantages, differentiated commercial conditions (such as, but not limited to, discounts, gift vouchers, coupons, etc.), special accessories, products and/or services made available to Programme Participants by Movida rent a car or its Partners, to be obtained through the exchange of accumulated Transaction Points.
c. Movida rent a car: refers to Drive On Holidays – Comércio e Aluguer de Veículos, S.A., the company responsible for the Programme, under the terms of this Regulation.
d. Partners: third-party companies, partners of Movida rent a car, that offer Benefits to Participants, redeemable for Transaction Points in the Programme.
e. Participant: any Portuguese or foreign individual, with a valid Portuguese or foreign NIF number, with a valid Passport, directly responsible for driving the vehicle when involving a rental, or the contracting party of other Point-Earning Services, who completes prior registration and enrolment in the Programme.
f. Programme: refers to the Loyalty Program Powered by Movida rent a car.
g. "Loyalty Program Powered by Movida rent a car", whose purpose is customer loyalty for the contracting of services and products made available by Movida rent a car.
h. Transaction Point/Point(s): designation used to represent a systemic unit of measurement granted to Programme Participants through the contracting of Point-Earning Services and/or performance of Point-Earning Activities, the accumulation of which enables redemption and subsequent exchange for Benefits made available by Movida rent a car or Partners, provided that all the necessary conditions set out in this Regulation are met.
i. Regulation: this document, which establishes the general rules and conditions of the Programme.

j. Category: classification categories of Participants (Silver, Gold and Diamond), according to their level of interaction with the Programme, for the purposes of awarding and accumulating Points.

k. Point-Earning Services: refers to the contracting of services or products made available by Movida rent a car that are considered point-earning (services or products capable of generating points), as identified and made available for contracting at Movida rent a car physical establishments or digital channels (websites or other official communication channels of Movida rent a car).

l. Cancellation: Reservations cancelled less than 24 (twenty-four) hours before vehicle pick-up.

m. No Show: technical term in English, commonly used in the vehicle rental sector, referring to the Participant's failure to appear at the rent a car branch to pick up the Vehicle on the day and at the time scheduled/contracted for the start of the rental.

n. Movida rent a car Website: the electronic address "www.movidarentacar.pt".

o. Programme Website: the electronic address "www.movidarentacar.pt/loyaltyprogram".

3. About the Loyalty Programme

3.1 The services, contracts and activities considered point-earning, as well as the type of point they generate, shall only be those indicated as such by Movida rent a car, so that the Participant will be aware of which services, contracts and/or activities are capable of generating Transaction Points.

3.2 The Programme is available to all Portuguese and foreign individuals holding a valid NIF in Portugal or a valid Passport who are interested in joining and participating. The Programme is valid throughout Portuguese territory and the Benefits made available through it may only be enjoyed in Portugal.

3.3 Once Transaction Points have been accumulated, the Participant may redeem and exchange such Points for Benefits, in accordance with the rules set out in this Regulation.

3.4 The manner in which the Programme Benefits are made available does not involve any kind of chance, randomness, or assessment of the Participants' technical or specific skill. Thus, all Participants who contract Point-Earning Services will earn Transaction Points, and the number of Transaction Points acquired may vary according to the Category in which the Participant is placed.

3.5 Movida rent a car may, at any time, enter into partnerships with third parties, seeking to improve the Programme, Benefits, Point-Earning Services and/or Point-Earning Activities, which the Participant acknowledges and agrees to.

3.6 Movida rent a car may also, at any time, carry out promotions, of any nature and type, the rules and conditions of which will be made available to Participants on any of the websites or through Movida rent a car's communication channels with the Participant. Promotions are occasional and do not constitute a guarantee of future and/or recurring promotions by Movida rent a car.

4. Registration in the Programme

4.1 A person interested in participating in the Programme may register through the Programme Website:

a. Registration via the Programme Website: registration through the Programme Website (www.movidarentacar.pt/loyaltyprogram) may be completed through the "Register" option. By clicking on this option, the interested party must complete the registration form provided, supplying the following mandatory data:

i. Tax Identification Number (NIF) or Passport Number;

ii. Full Name;

iii. Email and email confirmation;

iv. Telephone or mobile phone number;

v. Access password;

vi. Full address; and

vii. Driving licence details such as number, validity and category.

a.1 Additional information may be requested by Movida rent a car at the time of registration, completion of which shall be optional.

a.2 At the time of registration, the interested party must indicate a password, which must contain at least 8 (eight) characters and include at least one uppercase letter, one lowercase letter, one number and one special character. The username shall always be the registered NIF or Passport Number.

a.3 The page for registering for the Programme may also be accessed through the Movida rent a car Website (www.movidarentacar.pt), by clicking on the options menu located in the upper left-hand corner of the page, followed by the "Loyalty Program" tab. By clicking this option, the interested party will be directed to the Programme Website, where registration may be completed by following the steps indicated above.

4.2 At the time of registration, regardless of the means used, the interested party must also state:

a. Whether or not they wish to receive advertising communications (newsletter, advertising, events and promotions by email or SMS from Movida rent a car);

b. Their knowledge of and agreement with the Movida rent a car Privacy Policy; and

c. Their knowledge of and agreement with the provisions contained in this Regulation and other Movida rent a car policies notified at the time of registration.

4.2.1 If the interested party does not agree with any of the terms and conditions set out in the documents mentioned in sub-items (b) and (c) of item

4.2. or any other policy made available by Movida rent a car, they must discontinue the registration process, choosing not to join the Programme.

4.3 The data provided by the Participant at the time of registration must be correct, clear, accurate and complete, under penalty of being liable under the law, and they shall also be responsible for any damage caused to Movida rent a car and/or third parties.

4.3.1 The Participant must keep their data permanently updated in the Programme registration, failing which their participation in the Programme, allocation of Points, communication with Movida rent a car, receipt of Benefits, among others, may be rendered impossible, with Movida rent a car being exempt from any liability in this regard.

4.3.2 If it deems necessary, Movida rent a car may request the Participant to provide additional supporting documentation to verify the truthfulness and authenticity of the information provided.

4.4 Once completion of the registration form has been completed, a confirmation email will be sent to the interested party or Movida rent a car's system itself will indicate that registration has been completed, at which point the registration will be considered successfully completed.

4.5 All Participant data will be processed by Movida rent a car under the terms of its Privacy Policy, whose reading, assessment and agreement by the Participant is an essential condition for joining and participating in the Programme.

4.6 Participant information is processed by Movida rent a car under strict security and confidentiality standards. Tools and technologies are used to maintain the integrity and confidentiality of the information and protect it from unauthorised access, subject to the provisions of this Regulation.

5. Programme Account

5.1 After registering and joining the Programme, the Participant may regularly access their account using their username and password.

5.1.1 If the Participant forgets their password, they must follow the procedure indicated on the Programme Website for recovery.

5.1.2 Registration data may be edited by the Participant whenever necessary, simply by accessing their Programme account and clicking on the “My Account” tab, followed by the “Edit Registration” option. Movida rent a car may, if it deems necessary, request certain prior authenticity confirmations before the registration change is implemented, to confirm identity.

5.2 Participant accounts are individual and personal and may not be used by or transferred to third parties. The Participant is solely responsible for the confidentiality and security of their username and password, as well as for the consequences arising from improper use of, or disclosure of, their personal and registration information to third parties.

5.2.1 For security reasons, Movida rent a car recommends that all Participants do not save their username and password on their devices or third-party devices, and that they always log out after access and use have ended.

5.2.2 Movida rent a car shall not be liable for losses suffered by Participants resulting from unauthorised third-party access to the Participant’s account where the Participant has shared and/or in any way permitted third parties to access their username and password.

5.2.3 If the Participant becomes aware that third parties have obtained possession of their username and password or are using their personal access data, the Participant must immediately inform Movida rent a car so that it may investigate the situation and take the appropriate measures.

5.2.4 If Movida rent a car has reason to believe that an unauthorised third party is in possession of a Participant's access data, Movida rent a car may, at its sole discretion, change and/or block that Participant's access data. In such case, Movida rent a car will inform the Participant, sending them, after the necessary identity checks, a new password, which must be changed by the Participant the next time they access their Programme account.

5.3 With a duly registered and functioning account, the Participant may, in addition to viewing and changing their registration data, also:

a. Consult and obtain information on Point-Earning Services and Point-Earning Activities, including the additional benefits of each category;
b. Check their transactions, such as access date, indicating the balance, latest record, points due to expire and their expiry date;
c. Access their Movida rent a car loyalty card in its digital version;
d. Access Movida rent a car contact information and/or the possibility of sending a message directly to Movida rent a car;
e. Access Movida rent a car's Benefits catalogue; and
f. Obtain additional information about the Programme.

6. Categories

6.1 Upon registering and joining the Programme, Participants will be classified into 3 (three) different categories: (i) Silver; (ii) Gold; and (iii) Diamond

6.1.1 The benefits of the above categories are:

a. Gold: Preferential service at the branch, subject to availability; 1 (one) additional driver per year for daily rentals; 1 (one) vehicle category upgrade per year for occasional rentals of up to 7 (seven) days; 1 (one) free additional driver.
b. Diamond: Preferential service at the branch, subject to availability; 1 (one) additional driver per year for daily rentals; 3 (three) vehicle category upgrades per year for occasional rentals of up to 7 (seven) days; 1 (one) free additional driver.

6.2 The requirements for being included in each Category are:

a. Silver: Participants new to the Programme and who have Transaction Points from 100 (one hundred) to 2,000 (two thousand), inclusive, during a consecutive period of 12 (twelve) months;

b. Gold: Participants who have Transaction Points from 2,001 (two thousand and one) to 5,000 (five thousand), inclusive, during a consecutive period of 12 (twelve) months;

c. Diamond: Participants who have Transaction Points from 5,001 (five thousand and one) during a period of up to 12 (twelve) consecutive months

6.3 The same Transaction Points criterion will be used to classify current Programme Participants into each of the Categories, whereby, based on their rental history, Participants will start the programme with the respective points and in the respective category.

6.3.1 Those who meet the requirements to move to a different Category will be automatically reallocated and placed in the new Category.

6.3.2 Likewise, participants may be downgraded if they do not meet the requirements established in items 6.2 “a”, “b” and “c”.

6.4 Movida rent a car will assess category upgrades or downgrades every 12 (twelve) months, counted from the Participants’ registration date.

7. Criteria and Methods for Obtaining Transaction Points

7.1 Subject to Point-Earning Activities and situations in which Movida rent a car establishes a different scoring criterion, the award of Transaction Points for contracting Point-Earning Services will be determined by the transaction value of the Point-Earning Service contracted by the Participant and the Category in which the Participant is included in the Programme, subject to items 7.5 and 7.6.

7.2 When Movida rent a car does not stipulate a different scoring method, the general rule for awarding and accumulating Transaction Points

based on the contracting of Point-Earning Services for each Category shall be as follows:

Daily Rentals (from 1 to 29 rental days)

Category	Transaction Points	Point Value	Scoring Example
Silver*	100 to 2,000	1 point per euro spent	Rental value: €150.00 / Accumulated points: 150
Gold*	2,001 to 5,000	1.1 points per euro spent	Rental value: €150.00 / Accumulated points: 165
Diamond *	From 5,000	1.25 points per real spent	Rental value: €150.00 / Accumulated points: 187.5

* See scoring conditions

Monthly Rentals (more than 29 rental days)

Category	Transaction Points	Point Value	Scoring Example
Silver*	100 to 2,000	0.5 point per euro spent	Rental value: €150.00 / Accumulated points: 75
Gold*	2,001 to 5,000	0.55 point per euro spent	Rental value: €150.00 / Accumulated points: 82.5
Diamond *	From 5,000	0.625 point per euro spent	Rental value: €150.00 / Accumulated points: 93.75

* See scoring conditions

7.3 As a general rule, Transaction Points belong exclusively to the main driver of the vehicle, including where a different person makes the payment. Under no circumstances may Transaction Points be used or

transferred to third parties, even at the request of the Participant who received them.

7.4 The composition of eligible amounts spent for scoring includes the following amounts attributable to daily and monthly rentals, subject to the provisions of this Regulation: (i) Daily rental charges and extra hours; (ii) Pick-up and return fee; (iii) Protections; (iv) additional services contracted, including: egg/baby seat, Booster, baby seat, Carbon Free, Additional Driver, GPS, Young Driver Rental (all groups), Movida rent a car Pet, Connect, Express, Wifi, Full Tank (all vehicle groups), Dellivery and Collection.

7.5 Any Transaction Points arising from unpaid rental days shall be disregarded or blocked, at Movida rent a car's discretion.

7.6 The allocation of Transaction Points will be credited upon closing of the Contract.

7.7 The following amounts shall not be considered for the purposes of awarding and accumulating Transaction Points:

a. Traffic fines, damage or compensation of any kind;
b. Tolls;
c. Fuel or cleaning expenses;
d. Complimentary items;
e. Reservations made using points from this Programme;
f. Contracts that have contractual or financial pending matters
g. Contracts entered into as an exchange or courtesy;
h. The remaining and unused period if the Participant returns the vehicle before the end of the reservation. In such case, the scoring may change if there is a reduction in the amount paid by the Participant compared with the amount originally contracted;
i. Contracts in which the Participant performs acts that disregard the terms of the legislation in force and/or provisions of any contracts entered into with Movida rent a car; or
j. Contracts that expressly state that points do not apply.

7.8 Movida rent a car may refrain from crediting Transaction Points, or may reverse credited points, in the following cases:

a. It is found that the Transaction Points resulted from unlawful, irregular or fraudulent actions; and

b. Error in the calculation of credited Transaction Points.

8. Allocation of Transaction Points

8.1 The procedure for awarding and accumulating Transaction Points is based on identification of the Participant's NIF or Passport number linked to the Programme registration, so that if the contract is made using documentation different from that used for registration, the Points linked to that contract will not be awarded and will be disregarded for all purposes.

8.1.1 It is the Participant's sole responsibility to register and enter into contracts using the same document for the purpose of obtaining the corresponding Points, as well as to indicate themselves as the driver of the rented vehicle in order to receive Transaction Points.

8.2 Except in cases where the Regulation or Movida rent a car stipulates a different method, Transaction Points will be awarded as follows:

a. For Daily Rentals (from 1 to 29 rental days): Transaction Points will be credited within 5 (five) days after the regular closing of the contract, understood as the time when all internal procedures carried out after vehicle return and required for closing the contract have been completed, such as checking the condition of the vehicle and confirming the absence of contractual and/or financial pending matters.

b. For Monthly Rentals (equal to or greater than 30 rental days): Transaction Points will be credited within 5 (five) days after the end of each period, understood as the time when all internal procedures carried out have been completed.

8.3 The balance of Transaction Points accumulated in each contract will be credited to the Participant's statement. The Participant is responsible

for monitoring the availability of such points in their account and checking that the statement is correct, and must immediately notify Movida rent a car if any inconsistency is found.

8.3.1 The deadline for claiming Transaction Points that were not credited or were credited incorrectly shall be a maximum of 6 (six) months from the date of contracting the Point-Earning Services, in which case Movida rent a car will carry out the necessary analyses to investigate what occurred.

8.4 Except for the cases described in the sub-items below, once the contracting of Point-Earning Services is cancelled by either contracting party, the Transaction Points accumulated by the Participant up to that point shall remain stored and available for use for the period provided for in this Regulation.

8.4.1 Any contractual or legal breach committed by the Participant will result in the application of the appropriate contractual and legal penalties, as well as the immediate loss of Transaction Points in an amount equivalent to the damage caused to Movida rent a car and/or third parties, without prejudice to reimbursement of any losses and damages if these are not sufficient to repair the damage caused.

8.4.2 In the event of termination of the Contract resulting from a contractual or legal breach, fault or intent on the part of the Participant, in addition to the applicable contractual and legal penalties, the Participant will lose all Transaction Points accumulated in relation to the contract in question, as well as Transaction Points accumulated in their account in an amount equivalent to the damage caused to Movida rent a car and/or third parties, without prejudice to reimbursement of any losses and damages if these are not sufficient to repair the damage caused.

8.4.3 In both cases, once the provisions of the above sub-items have been applied, the Participant shall not be entitled to any type of refund and/or compensation from Movida rent a car.

9. Point Expiry Period

9.1 Transaction Points are valid for use and/or redemption and exchange for Benefits for a maximum period of 24 (twenty-four) months for Silver customers; 24 (twenty-four) months for Gold customers; and 24 (twenty-four) months for Diamond customers, counted from the date on which they are credited, and if not used, they will automatically expire.

9.2 Movida rent a car reserves the right to change the expiry period of Transaction Points at any time, with the new rule applying only to Points credited after the date of the change, unless the change is more beneficial to the Participant, in which case the change will apply to all Points, including Transaction Points already credited.

10. Use of Transaction Points and Redemption of Benefits

10.1 The Participant may redeem and exchange Transaction Points for Benefits within the limit of their balance, in accordance with the rules previously defined by Movida rent a car and/or Partners, which may be established in specific regulations that Participants must consult in advance.

10.2 For the redemption and exchange of Transaction Points, the Participant must, at the time of the request, have at least 2,000 (two thousand) Transaction Points.

10.3 Point and Benefit redemption may only be used for reservations made on the Movida rent a car Website.

10.4 The Participant is aware that Transaction Points may be exchanged for daily rentals or products indicated by Movida rent a car, and redemption will only be carried out at participating physical branches, subject to the identification procedure required by Movida rent a car.

10.5 The Participant may redeem the benefit of a free Additional Driver. This redemption will only apply to daily rentals, at the time the Contract is opened. If the rental is changed to monthly, the Participant will not be entitled to the benefit and must bear the payment for the Additional Driver.

10.6 Redemption of this benefit (Additional Driver) may not be requested for contracts in progress.

10.7 The Participant may redeem the benefit of a category upgrade for the group reserved at the time the Contract is opened. This redemption will only apply to daily rentals of up to 7 (seven) rental days and will depend on vehicle availability at the branch. Once this period has been exceeded, the Participant must pay the difference between the reserved vehicle and the vehicle provided from the 8th rental day onwards.

10.8 Redemption of this benefit (Upgrade) may not be requested for contracts in progress.

10.9 The Participant declares that they are aware that redemption of discounts on daily rentals may only be made once per reservation/contract.

10.10 In the event of additional rental days or additional, extra or excess hours, the rate agreed at the beginning of the contract will be charged at the time for the additional amount, and the difference must be paid using one of the payment methods valid and accepted by Movida rent a car, as described on the website “www.movidarentacar.pt”.

10.11 The Participant may not combine, in a single contract, the use of Benefits with other advantages made available by Movida rent a car or Partners to the general public, such as promotions and/or special discounts, and must, on that occasion, choose between using the Benefit or the advantage made available to the general public.

10.12 The Participant declares that they are aware that Movida rent a car guarantees reservations by vehicle group and not by vehicle model.

10.13 Movida rent a car may, at any time, amend this Regulation by notifying Participants through the Programme Website or other appropriate means, under the following terms:

a) New points and new enrolments: changes relating to the rules for awarding, accumulating or using points may apply to points awarded and enrolments made after the respective change comes into force, without prejudice to the conditions applicable to points previously acquired and enrolments already made;

b) Future Benefits: Movida rent a car may change, replace or discontinue Benefits that have not yet been awarded or used by the Participant, provided that the change is notified in advance and does not adversely affect Benefits already awarded or for which the right of use has already arisen;

c) Points already acquired and vested rights: changes to the Programme may not adversely affect points already acquired or rights already vested in Participants, except where objectively justified by legal, regulatory, security, fraud-prevention or other legitimate and legally permissible reasons. In any case, Movida rent a car must act proportionately and, where appropriate, give prior notice of the change and establish a reasonable period for exercising the affected rights.

10.13.1. Changes to this Regulation shall take effect on the date indicated in the respective communication and may not be applied retroactively to the detriment of rights already vested in Participants, without prejudice to the provisions of paragraph c) of the preceding clause and mandatory legal provisions.

11. Penalties

11.1 If Movida rent a car finds that a Cancellation or No Show has occurred, a penalty equivalent to 100% of the Transaction Points used on the Point-Earning Services will be charged.

12. Permitted Uses

a. Participants must use the Programme Website responsibly, prudently and carefully, for the purposes for which it was designed, and must not use it in a way that causes, or may cause, damage or prejudice to its availability or accessibility, or in any unlawful, illegal, fraudulent or harmful manner, or in connection with any unlawful, illegal, fraudulent or harmful activity or purpose, or that involves (i) infringement of the rights of Movida rent a car or third parties; (ii) acts that violate public order, including threatening, malicious, abusive, offensive, defamatory, harassing, obscene or indecent acts; (iii) promotion of hatred, violence or racial, political or religious intolerance; (iv) any other act that causes any type of damage to Movida rent a car, third parties or other Participants.
b. Participants also undertake not to use the Programme Website, or give permission to a third party to:
    a. Copy, modify, adapt, translate or reverse engineer any part of it and its content, elements and/or tools;
    b. Remove notices or references to any copyright, trademark or other proprietary rights contained on the Programme Website;
    c. Transmit files containing viruses, “malware”, disabling code, corrupted files or any other similar software or programme that may damage the operation of another party’s computer;
    d. Use the Programme Website to make available unsolicited advertisements or promotional materials, “spam”, pyramid schemes, “chain letters” or similar forms of unauthorised advertising or solicitation, or “hack” or breach any security measure;
    e. Create accounts by automated means or with false or fraudulent pretences;
    f. Reformat or reproduce any part of the Programme Website; or
    g. Collect or store personal data about other Participants in connection with the prohibited activities described in this item.

c. Movida rent a car may take legal action and make use of any and all technical resources to prevent breach of this Regulation.
d. Movida rent a car reserves the right to cancel, refuse, block or suspend, temporarily or permanently, any registration request or access to any account functionalities, such as Point redemption, Voucher issuance and exchange for Benefits, in cases where: (i) the information and data provided during registration prove to be untrue, inaccurate and/or incomplete; (ii) there is suspicion or evidence of fraud; (iii) there is a breach of applicable legislation and/or this Regulation, Privacy Policy and/or other Movida rent a car policies; (iv) infringement of the rights of any Participants or third parties; (v) use of the account for any purpose other than that provided for in this Regulation; and/or (vi) any other act that creates any type of risk or damage to Movida rent a car, its Partners or other Programme Participants.
    i. The right provided for in item 11.4. above may be exercised by Movida rent a car at any time and without prior notice, even if the Participant's registration has already been accepted, and without the Participant being entitled to any type of refund, reversal and/or compensation.
    ii. In the event of the situations listed above, Movida rent a car may suspend the Participant for a specified period or, depending on the seriousness of the situation, at its sole discretion, permanently exclude them from the Programme. The penalty will apply both to the Participant who carried out any of the above acts and to any Participant who assisted or contributed to the act, in breach of this Regulation.
    iii. During the period of the Participant's suspension from the Programme, the validity period of Transaction Points will not be suspended and/or interrupted.
    iv. In the event of exclusion from the Programme, the Participant's Transaction Points will be cancelled, with

nothing being owed to them by way of fines and/or compensation of any kind, and Movida rent a car may also take such measures as it deems appropriate to protect its interests.

13. Duties and Responsibilities of Participants

a. The Participant is solely and exclusively responsible for their use of the Programme Website and for the information they provide to Movida rent a car, being liable under the law for any damage they may cause to Movida rent a car or any third party.
b. Without prejudice to the other items contained in this Regulation, Participants also undertake to:
    a. In the event of damage to Movida rent a car or third parties, bear all obligations to compensate Movida rent a car itself or any third party eventually harmed, and Movida rent a car shall not be liable for such losses; and
    b. Use the Programme resources and Programme Website for the purposes for which they were designed, subject to the penalties provided for in applicable legislation in the event of improper use or use for other purposes, without prejudice to having their access to the Programme and its Benefits blocked.

14. Duties and Responsibilities of Participants

a. The elements, content and/or tools found on the Programme Website are protected under applicable legislation and unauthorised use of any part thereof will constitute an infringement of copyrights, trademarks and/or other intellectual property rights owned by Movida rent a car or for which it holds authorisations for commercial use.
b. The provision of the Programme Website constitutes solely a licence for personal, non-transferable, non-exclusive and non-commercial use granted to the Participant. Accordingly, no ownership of any element, content and/or tool is transferred to the

Participant. In addition to the above, the Programme Website and its elements, content and/or tools are the property of Movida rent a car or its affiliates, suppliers, distributors, traders, licensors or other partners and are protected by Portuguese law.

c. By using the Programme Website, the Participant agrees to this Regulation and undertakes to respect all intellectual property rights of Movida rent a car, as well as all rights relating to third parties that may be or have been available in any way on the Programme Website. Access to or use of the Programme Website functionalities does not grant Participants any rights to use the names, titles, words, phrases, trademarks, patents, domain names, company name, images, illustrations, data and information, among others, that are or have been available on it.
d. Participants are prohibited from copying, distributing, transmitting, displaying, republishing, selling, reselling, exploiting or creating works derived from any part of the Programme Website, for any purpose, unless previously and expressly authorised in writing by Movida rent a car.
e. Participants assume all civil and/or criminal liability for improper use of any intellectual or industrial property right of Movida rent a car or third parties.
f. The submission by the Participant to Movida rent a car, through the Programme Website or the Programme Website or other disclosed channels, of content relating to ideas for new services, products and/or improvements to existing ones, advertising campaigns or any other marketing action will imply authorisation for Movida rent a car to use the content, and Movida rent a car may, at its sole discretion, decide whether to offer any type of financial reward or non-financial compensation for what was submitted, and the Participant may make no claim in this regard.

15. Duties and Responsibilities of Participants

a. The collection, processing, handling and storage of Participant data are carried out in accordance with the Movida rent a car Privacy Policy, an inseparable part of this Regulation, as well as the security and confidentiality standards and procedures of applicable Portuguese legislation.

b. Participant data will be used in accordance with the Movida rent a car Privacy Policy and, in particular, for:

    a. Application of this Regulation;
    b. Enabling the provision and operation of the Programme, as well as the Programme Website;
    c. Enabling the contracting and purchase of products and provision of services by Movida rent a car and/or redemption and delivery of Benefits by Movida rent a car or Partners;
    d. Processing requests and payments;
    e. Executing recommendation algorithms in order to suggest services and/or products that may be of interest to Participants;
    f. Carrying out profiling or other similar activities for fraud prevention;
    g. Sending advertising messages, offers and promotions;
    h. Enriching data using information provided by third parties through data management platforms (DMP – Data Management Platforms); and
    i. Developing new products and services that may be of interest to Participants.

16. **Security and Operation of the Programme Website**

a. Movida rent a car will use its best efforts to ensure that the Programme Website does not contain any type of virus or other related elements that may be dangerous to your computer or device. However, as Movida rent a car cannot fully control the flow of information on the Internet, it cannot guarantee that the environment outside the Programme Website and the Internet

environment are completely free of viruses, malicious code or other harmful components.

b. In order to ensure the security of the Programme Website, Movida rent a car may, at any time and without prior notice, take the necessary measures to ensure its integrity, security, continuity or quality, including restrictions or limitations on access.
c. It is established that the Programme Website may suffer interruptions and unavailability due to technical or operational issues. Movida rent a car will use its best efforts to enable prior communications about any interruptions or unavailability, as well as to restore system conditions as soon as possible.
d. Movida rent a car may carry out preventive or urgent maintenance on the Programme Website, and interruptions, unavailability or inability to access may occur in such situations. Preventive maintenance may not require notice to Participants when it causes any relevant unavailability. Such notices will not be sent to Participants in the event of estimated unavailability for a short period or due to emergency maintenance that may cause the Programme Website to become unavailable.
e. Examples of causes of interruptions or unavailability include: (i) unforeseen events or force majeure; (ii) harmful actions by third parties that prevent the provision of Services or continuity of the Programme Website (cyber-attacks, viruses, etc.); (iii) periodic technical maintenance; (iv) power failures; (v) failures in data transmission networks; (vi) among others.

17. Disclaimer of Warranties and Limitation of Liability

a. Movida rent a car shall be liable, under applicable law, for damage resulting from breach or defective performance of obligations attributable to it within the scope of the Programme and Programme Website. Movida rent a car's liability shall in no event be

excluded or limited in situations where such exclusion or limitation is not legally permissible.

b. Movida rent a car will seek to ensure the proper functioning, security and availability of the Programme Website; however, it cannot guarantee its permanent and uninterrupted availability or the absence of errors or technical failures, particularly where these result from circumstances not attributable to it, maintenance, third-party failures, interruptions in communications networks or force majeure situations.
c. Any unavailability, interruption or temporary limitation of access to the Programme Website shall not, by itself, give the Participant the right to compensation, without prejudice to rights granted by law where the unavailability or interruption is attributable to Movida rent a car and gives rise to liability under applicable law.
d. Participants are responsible for providing the means necessary to browse the Programme Website, including having the equipment necessary to access the Programme Website, as well as contracting a telecommunications service provider to meet the minimum Internet access requirements.
e. The Programme Website may make available content, links, products, services or functionalities of third parties. Movida rent a car shall not be liable for acts or omissions of such third parties that are not attributable to it, nor for the content, operation or practices of external platforms outside its control, without prejudice to any liability arising from law, obligations directly assumed by Movida rent a car or its own conduct.
f. Under no circumstances shall Movida rent a car be liable for loss of profit or any other direct or indirect damage and/or loss that the Participant may suffer as a result of using or attempting to use this Programme Website, or any other website or service associated with it. Movida rent a car shall not be liable for any material, personal

or moral damages arising from or in connection with any and all content disclosed or obtained through the Programme Website.

g. Use of the Programme Website and participation in the Programme are subject to the operating and availability conditions inherent to any digital service. Movida rent a car does not guarantee that the Programme or any of its functionalities will be permanently available or correspond at all times to the Participant's specific expectations or needs, without prejudice to compliance with legally required obligations and the conditions expressly set out in this Regulation.

h. Any removal of content or functionality from the Programme Website as a result of a complaint shall always be understood as a demonstration of the intention to avoid damage and losses and may not be construed as an admission of fault or infringement by Movida rent a car of a third party's right.

i. . The provisions set out in this section establish the limits of Movida rent a car's liability only to the extent that such limits are permitted by applicable law. Under no circumstances may this Regulation be interpreted as excluding or limiting liabilities which, by law, cannot be excluded or limited.

18. Duration, Suspension and Termination of the Programme

a. The provision of the Programme and the Programme Website by Movida rent a car is for an indefinite period, subject to the possibility of suspension and termination provided for below.

b. Movida rent a car may suspend or terminate, in whole or in part, the Programme, the Programme Website or any of its functionalities, provided that the following conditions are observed:

a) Prior notice: the decision to suspend or terminate shall be communicated to Participants at least 30 (thirty) days in advance, through the Programme Website and/or other appropriate means of communication, clearly indicating the scope and expected date of the

suspension or termination. In exceptional situations, namely for legal or security reasons, fraud prevention or other circumstances that objectively justify it, the notice may be given within a shorter period, and Movida rent a car shall inform Participants as soon as possible;

b) Use of Transaction Points: until the termination date indicated in the notice, Participants may use valid Transaction Points that have not yet expired, under the terms of this Regulation. The deadline for using Transaction Points must be expressly indicated in the termination notice and may not be earlier than the actual termination date of the Programme;

c) Unexpired Transaction Points: Transaction Points that, on the termination date, have not yet expired and cannot be used due to the termination of the Programme shall be subject to a reasonable and proportionate solution, namely through the provision of alternative Benefits of equivalent value or extension of the period of use, whenever operationally and legally possible. Transaction Points shall not be converted into cash, unless required by law;

d) Existing reservations: reservations made before the date on which termination is notified, or before the actual termination date, as applicable, shall remain subject to the conditions applicable to them at the time of confirmation, and termination of the Programme shall not, by itself, constitute grounds for their cancellation or unilateral alteration;

e) Benefits already awarded: Benefits already definitively awarded or in respect of which the Participant has already acquired a right of use shall be honoured under the terms in which they were granted, provided their respective conditions of use are met. If their use becomes impossible as a result of termination of the Programme, Movida rent a car shall provide a reasonable and equivalent alternative or another legally permissible solution;

f) Outstanding obligations: termination of the Programme shall not affect the fulfilment of obligations already established between

Movida rent a car and Participants, nor affect rights which, under the law or this Regulation, must be safeguarded after the termination date. Movida rent a car may terminate, suspend and/or discontinue any Programme partnerships, at its sole discretion, regardless of prior notice to Participants, and Participants shall not, in this case, be entitled to any refund, compensation and/or reversal, under any heading.

19. In the event of termination or discontinuation of the Programme, for any reason, the Participant's account will be deactivated and the respective personal data will be deleted or anonymised, except to the extent that retention is necessary to comply with a legal obligation, exercise or defend rights in judicial, administrative or arbitral proceedings, or for other legally permissible purposes. The data will be retained only for the period strictly necessary for such purposes and in accordance with the applicable Privacy Policy. Movida will adopt appropriate technical and organisational measures to ensure the confidentiality, integrity, availability and security of personal data. Companies within the respective group may only process personal data where necessary, have a legally defined role in the processing and the guarantees required by the GDPR are ensured. Advertising and Links to Third-Party Platforms.

a. The Programme Website may contain advertisements, publications and links to websites or applications operated by third parties, which Participants may access if they wish.
b. Movida rent a car has no control over and is not responsible for the content, services, products and/or practices and terms of use or data privacy policies of advertisements, publications and third-party links made available on the Programme Website. Such websites may have their own terms of use and privacy policy, completely unrelated to the terms and policies of Movida rent a car. In view of this, Participants should check the terms of use and privacy policy when accessing third-party pages, with their use and

collected data being subject to such provisions, beyond the control or responsibility of Movida rent a car.

c. Movida rent a car shall have no liability in relation to Participants' access to products, services, information, materials or transactions made through services provided by third parties. The Participant acknowledges and agrees that Movida rent a car is not directly or indirectly responsible for any damage, loss or other claim alleged to have been caused by or connected with access to or use of any content available through another application, website, resource or third-party service.

20. Amendment of the Regulation

a. Movida rent a car reserves the right to modify, include and/or amend the content of this Regulation at any time, at its sole discretion. Any changes, inclusions and/or amendments shall take effect immediately after being disclosed by Movida rent a car.

b. Movida rent a car will notify Participants of any changes to this Regulation through the communication channels provided for in this Regulation, and Participants who do not agree with the new provisions must cease using the Programme Website.

c. Continued participation in the Programme and/or continued use of the Programme Website after the disclosure of any changes, inclusions and/or amendments shall confirm the Participant's acceptance thereof, and Participants are therefore advised to regularly check the content of this Regulation.

21. Communication with Participants

a. Movida rent a car may use all communication channels provided and authorised with Programme Participants, in their various forms, including, but not limited to: (i) email; (ii) telephone call; (iii) sending SMS; (iv) notifications on the Programme Website; (v) or any other available electronic messaging means.

b. Responsibility for receiving communications lies exclusively with Participants, and it is therefore essential that they always provide correct and accurate data and keep it updated whenever they use the Programme Website.
c. It is also the Participants' exclusive responsibility to configure their Anti-Spam systems and message-receiving filters so that they do not interfere with receipt of communications and materials sent by Movida rent a car, and no excuse will be accepted if they have not accessed an email due to such blocking or similar filter.
d. If the Participant does not wish to receive promotional circulars, messages or email alerts about offers, it is sufficient to inform Movida rent a car. Notwithstanding the foregoing, informative communications regarding this Programme that are not advertising in nature may continue to be sent normally by Movida rent a car to the Participant.

22. Communication with Participants

a. Under no circumstances will Transaction Points be converted, in whole or in part, into money.
b. The rules, terms and conditions for participation in the Programme, as well as use of the Programme Website, are governed by information made available by Movida rent a car in the form of notices, policies, legal terms, regulations and other instructions issued by Movida rent a car. Such documents shall supplement this Regulation and prevail over it where they conflict, provided that they are subsequent and more specific, with the exception of the Rental Terms and Conditions and Rental Policies, which prevail over this Regulation in any event of conflict.
c. Movida rent a car may assign this contractual relationship or the rights arising from it to third parties, at its sole discretion, regardless of prior notice to the Participant. Depending on any corporate changes, the Programme may be maintained or incorporated into another loyalty programme. In this case, the

transition rules will be duly disclosed by Movida rent a car, which may even make alternatives available to Participants, such as leaving this Programme or opting to migrate to the new loyalty programme, authorising, in the latter case, the migration and provision of their data to the new company(ies) responsible for the Programme.

d. If any legal determination invalidates or renders ineffective any provision of this Regulation, its remaining conditions shall remain valid, unless, at Movida rent a car's discretion, the effect of such determination affects the feasibility of maintaining the Programme, its website or website.
e. Tolerance of any breach of any of the clauses and conditions of this Regulation shall not constitute novation of the obligations stipulated herein and shall not prevent or inhibit their enforceability at any time.
f. The Programme and the Programme Website are made available to Participants in the condition in which they are found and may undergo continuous improvements and updates, with Movida rent a car not being obliged to maintain an original structure, condition or graphic presentation, except by decision of Movida rent a car itself.
g. If there are any questions, comments, criticisms or suggestions regarding the Programme, Regulation or Programme Website, the Participant may contact Movida rent a car: (i) by telephone +351 212697 488, available Monday to Sunday, from 7:00 to 22:00, except national holidays; (ii) by email operationsdept@driveonholidays.com; and/or (iii) through the "Contact Us" field, available in the "Contact" tab of the Programme Website operationsdept@driveonholidays.com
h. Any situation not provided for in this Regulation, as well as any omissions, shall be decided by Movida rent a car after assessment of the specific case.

i. By completing registration in the Programme, the Participant declares that they are aware that (a) Transaction Points are not financial currency, and points are not euro currency units, and (b) Movida rent a car, holder of the exploitation rights to the Programme, is not a financial institution and is not subject to national financial system regulations.

23. Applicable Law and Jurisdiction

a. This Regulation is governed by the laws of the Portuguese Republic.
b. For the resolution of any disputes arising from the interpretation, performance, breach or termination of this Regulation, the parties agree, to the extent permitted by law, that the competent court shall be the court of the District of Lisbon, expressly waiving any other jurisdiction, without prejudice to mandatory legal provisions establishing, in particular in matters of consumer protection, a different territorial jurisdiction.