



General Terms and Conditions related to the application

Enjoy By Avis

For self-service rental

Article 1 -- Rental Duration

Rental via the Enjoy by AVIS application is concluded for one-time use, by the minute, hour, or day. Any rental started is fully due. The vehicle must be returned to one of the zones defined by the application; otherwise, an additional charge will be applied. The renter also remains subject to the penalties provided for in Articles 7 and 13.

Article 2 -- Weekly Technical Inspection

In case of rental over several consecutive days, the renter agrees to present the vehicle each week to Enjoy by AVIS for a free technical inspection. If immobilization exceeds 45 minutes or proves necessary, Enjoy by AVIS may replace the vehicle with a model of the same category.

Article 3: VEHICLE COLLECTION -- RESERVATIONS:

The renter acknowledges having taken the rented vehicle in perfect condition of cleanliness, operation, and maintenance, and agrees to immediately report any defect that may be noticed, failing which they may be held responsible, after inspection, for damage caused by its aggravation. The Enjoy By Avis application invites you to take photos of your vehicle's condition and send them to us immediately. The transport of animals is prohibited and Enjoy By Avis reserves the right to charge cleaning fees if the vehicle requires thorough cleaning.

Article 4: VEHICLE COLLECTION -- ACCESSORIES:

The rented vehicle is equipped with all its accessories in working condition. The renter is directly responsible for their disappearance or deterioration, and obligated to replace them at cost price if necessary. In addition, the following are not included in our rates:

- A. Travel expenses incurred for a flat tire or for making duplicate keys available at the customer's request
- B. Traffic violations, fines, and impound fees
- C. Tires, punctures, blowouts, tears, bent rims.
- D. Damaged or stolen accessories including seat burns, loss of vehicle key, key wet during swimming
- E. Underbody impacts
- F. Costs incurred in case of vehicle immobilization, in the event that the driver's liability is engaged.

The same applies if Enjoy by Avis must intervene on a trip due to a customer's lack of internet connection or non-compliance with the service usage rules.

Article 5: Pricing

Rental is charged as follows:

Free for the first 15 minutes - Charged per minute up to 59 minutes - Hourly rate from 60 minutes

Daily rate from 8 hours

However, for the choice of a rental of several consecutive days, we invite the renter to choose a classic rental through one of our agencies in order to benefit, if applicable, from a reduced rate. Any rental of several days via the Enjoy By Avis application will be charged at the current rate of the application.

Article 6: FUEL:

The Enjoy by Avis service includes fuel. The renter is not required to refill the tank when returning the vehicle.

If, however, the renter needs to add fuel for their own needs, they cannot request reimbursement for such an expense.

Article 7: PENALTY CLAUSE

In case of non-compliance with Article 1, the renter will owe Enjoy By Avis compensation equal to the amount of the daily package per day of delay plus a penalty of 20% of the amount due for the days of delay. Similarly, if, to obtain payment of the rental price or repairs at the renter's expense, Enjoy By Avis must take legal action, it would be entitled to a flat-rate compensation set at 30% of the amounts legitimately claimed, even if proceedings result only from a formal notice to pay by registered letter or a summons.

Article 8: Cancellation Fees:

Enjoy By Avis does not provide for any cancellation fees

Article 9: SCOPE OF COVERAGE

The rented vehicle is authorized to drive ONLY on roads open to automobile traffic, public or private, on the islands of Moorea and Tahiti only. It is also prohibited to drive a rental vehicle on roads serving waterfalls and valleys or any other unpaved road in poor condition. Any breach of these specific instructions implies the total responsibility of the renter, in case of vehicle damage and cancels all insurance taken out at departure. The rented vehicle is insured under the general conditions of coverage for vehicles without a driver, and under the specific conditions referred to in the insurance policy which can be consulted at the Enjoy By Avis office

Article 10: COVERAGE

Two types of coverage are provided.

a) Damage caused to others (Third-party insurance): The rented vehicle is insured for damage that the renter could cause to others during an accident, it being understood that damage caused to the renter themselves and to the rented vehicle are excluded from the coverage.

b) Damage caused to the rented vehicle WITHOUT deductible: This coverage covers damage to the rented vehicle that the renter could cause WITHOUT deductible. Subject to compliance with Article 11 and the coverage exclusions of Article 13.

Article 11: DRIVER CATEGORIES AND COVERAGE CONDITIONS

The Enjoy By Avis application requires that the renter must be over 25 years old and have held a driver's license for at least 2 years. They must also hold a credit card or present sufficient financial guarantees.

Only this category of drivers is eligible to use the Enjoy By Avis application:

Category 3: Drivers aged 25 to 69 years with more than 2 years of license: Third-party insurance and damage coverage WITHOUT deductible.

Article 12: ACCIDENT REPORT AND CLAIMS MANAGEMENT

Any damage caused to the rented vehicle must be the subject of an accident report; the renter must present themselves IMMEDIATELY to the nearest office, except in the following two cases: hospitalization or detention by police services. In these two cases, the renter is required to present themselves as soon as their detention or hospitalization ends. The renter who does not comply with this commitment is held responsible for the damage caused and its consequences. Similarly, the renter's liability is fully engaged if they do not provide any properly completed and signed report by the other party, in case of an accident with a third party. In case of liability dispute, Enjoy By Avis reserves the right to make an additional charge in the context of a distance sale or to collect the security deposit. Failure to present the accident report results in non-presentation fees charged to the customer.

In case of a reported claim, a file will be created by Enjoy By Avis.

Fixed administrative fees of 3,500 CFP will then be charged to the customer for setting up the claims management file.

Article 13: COVERAGE EXCLUSIONS

In addition to the exclusions referred to in the "general conditions" of the policy posted at the Enjoy by AVIS office, the renter's civil liability is fully engaged in the following circumstances, which exclude any coverage for damages caused:

- a) intentionally, by malice, or inexcusable fault.
- b) in case of crossing streams, penetration into seawater, getting stuck, vehicle overturning, driving on non-drivable roads, non-presentation at the weekly technical inspection.
- c) while driving in a state of manifest intoxication or after use of drugs or caused by any passenger who provoked them under the influence of such a state.
- d) in case of vehicle theft when the return of keys cannot be obtained by Enjoy by AVIS.
- e) when the driving of the vehicle has been transferred to a third party not designated in the rental contract.
- f) in case of abusive retention of the vehicle.
- g) in case of roof damage due to non-use of specific equipment such as racks, roof bars
- h) in case of damage under the vehicle and underbody impacts
- i) in the case where the vehicle was returned to a location different from the starting point.

Article 14: SCDW

Enjoy By Avis includes SCDW insurance which covers damage to the bodywork, glass breakage, and punctures.

The insurance does not cover damage to wheels, torn tires, underside and interior of the vehicle, towing costs, or damage caused intentionally or by gross negligence

It DOES NOT COVER fuel, traffic violations and/or fines. This insurance is subject to compliance with Articles 9, 11, 12 and the coverage exclusions of Article 13.

Article 15: DEPOSIT and LIABILITY

When registering on the Enjoy By Avis application, you are asked to provide your bank details which will be used only for the following two situations:

Pre-authorization which consists of blocking a guarantee of 10,000 F from the vehicle's departure.

This pre-authorization will be canceled at the end of the rental (subject to compliance with these general conditions)

Real-time billing of your rental, of the Enjoy By Avis offer by the minute, by the hour or by the day

Enjoy BY Avis reserves the right to additional billing in case of additional services not planned at departure

Article 16: TRAFFIC VIOLATIONS

The customer is held responsible for payment of traffic violations in case of traffic code infractions. Failure to present the traffic violation when returning the vehicle results in additional billing for the amount of the violations and additional administrative management fees.

Article 17: ADDITIONAL BILLING

Enjoy BY Avis reserves the right to additional billing within 7 days following the closing date of the rental contract. This additional billing occurs within the framework of distance selling. This additional billing will occur in the cases below:

billing of ancillary rental fees when payment of these could not be obtained when returning the vehicle.

This additional billing will be made in the following cases: parking fees in private parking lots, towing fees, duplicate key billing, travel expenses, traffic violations, cleaning fees (animal hair, persistent and foul odors, tobacco smell)

Billing for all damages in case of non-compliance with the general rental conditions

Coverage exclusions, as defined in the general rental conditions

Enjoy BY Avis considers that a thorough inspection of the vehicle is necessary or when the return of the vehicle could not be done within the time necessary to carry out the inspection under the best conditions.

Article 18: GPS TRACKER DEVICE

"Enjoy By Avis" vehicles have a unit equipped with a real-time vehicle geolocation system and a vehicle anti-start security device

This onboard device allows Enjoy By Avis to facilitate vehicle assistance, manage thefts, breakdowns and accidents suffered by vehicles by determining the geographical position of the vehicle.

By using the "Enjoy By Avis" application, the renter acknowledges having been informed of the installation of the device and accepts the terms and the use that will be made of it by Enjoy By Avis

The recipients of this processing are the services of Enjoy By Avis and its subcontractors in charge of implementing the geolocation system and the operation of the "Enjoy By Avis" application

In case of dismantling of the GPS unit or manipulation of its system by the customer, Enjoy By Avis reserves the right to make an additional charge including all costs inherent to restoring the device.

In case of delay in the actual payment of rent, Enjoy By Avis reserves the right to demand payment of late interest, calculated monthly, based on the legal rate, increased on the amounts due, and if applicable to be reimbursed, in addition, by the renter, all bank charges and/or collection costs incurred, all without prejudice to its right to terminate the contract. The renter acknowledges having been informed that in case of delay, from the first unpaid payment, that Enjoy By Avis reserves the right to use the GPS Tracker for the purpose of making the vehicle unusable and proceeding with its seizure at the location where it is found. The Renter cannot claim any reduction, extension or decrease in rent, nor termination or damages from Enjoy By Avis in the context of this seizure, resulting from their financial inability to honor their contract. In addition, the renter will bear all costs inherent to the delay and seizure costs by a third party (collection agency and/or towing company). Enjoy By Avis undertakes to respect the customer's privacy and to protect their personal data. Data related to the geolocation system is purged every 30 days.

Article 19 -- Processing of Personal Data

In the context of the execution of this contract, the Data Controller proceeds with the collection and processing of personal data relating to the Customer, designated drivers as well as any person making payment. This data is processed for the following purposes:

Provision of rental services, including in particular the necessary verifications regarding identity, security and validity of the driver's license;

Establishment and management of billing;

Claims management;

Securing the vehicle fleet, in particular by confirming the departure and return of vehicles, this purpose being based on the legitimate interest of the Data Controller.

The data collected includes identification information (last name, first name, address, telephone number), copy of driver's license, bank data, as well as location data from geolocation devices.

The data necessary for the execution of the contract is kept for the duration strictly required for its execution, including billing and management of possible guarantees, then archived for a period of seven (7) years from the extinction of contractual obligations, except for legal or regulatory provision imposing or authorizing a longer retention period;

Exercise by the Customer of a right recognized by applicable legislation.

Data from geolocation devices is automatically deleted after a period of thirty (30) days.

Access to data is strictly limited to authorized personnel of the Data Controller. However, certain information may be communicated to contractually bound third parties, located within or outside the European Union, when this proves necessary for the execution of subcontracted services or the processing of reservations. Data may also be transmitted to competent authorities, in particular law enforcement or paid parking managers, in case of infraction, theft or accident.

Any transfer to a subcontractor located outside the European Union will be subject to a prior, specific and written authorization request from the Customer.

In accordance with law n° 78-17 of January 6, 1978 as amended and Regulation (EU) 2016/679 of April 27, 2016, the Customer has a right of access, rectification, erasure, portability of their data, as well as a right to object for legitimate reasons. The exercise of these rights is carried out by mail addressed to:

Direction Enjoy By Avis, 56 rue des Remparts, BP 4466, PAPEETE 98713, French Polynesia,

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accompanied by proof of identity in progress of validity.

The Customer is informed of their ability to file a complaint with the National Commission for Information Technology and Liberties (CNIL)

Article 20: JURISDICTION

Any dispute relating to this contract will be brought before the competent jurisdiction of French Polynesia.

The renter acknowledges having read the general conditions

By validating their information during registration in the "Enjoy By Avis" application, the renter acknowledges having read the general rental conditions "Enjoy By Avis" and accepts the terms.