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## Car Rental Voucher - General Terms & Conditions

### A. The Agreement Between Us:

These General Terms & Conditions, together with the terms detailed in the Car Rental Voucher to which these General Terms & Conditions are ancillary, constitute the terms of the agreement between us, Aloma Travel Ltd. (hereinafter: "**Aloma**", "**we**" or "**us**") and you, the car renter whose details appear on the voucher (hereinafter: the "**Renter**" or "**you**"), with respect to any transaction of car rental executed by the Renter through Aloma (hereinafter: the "**Car Rental Transaction**").

### B. The Voucher:

Upon making a reservation for a Car Rental Transaction we will issue you a voucher which contains a summary of the principles of the Car Rental Transaction, as well as a copy of these General Terms & Conditions (hereinafter: the "**Voucher**").

Please carefully read the summary of the Car Rental Transaction detailed in the Voucher. If after receiving the Voucher, you discover discrepancy in the terms of the Car Rental Transaction contained in the Voucher, please inform us of this as soon as possible.

**The Voucher is personal and cannot be transferred or assigned.**

### C. Included Items and Supplements Not Included in the Voucher:

The Voucher contains a summary of the principal terms of the Car Rental Transaction, as well as a list of items included in the rental fees paid by you through Aloma. Additional items, which are not expressly indicated in the Voucher as part of the terms of the Car Rental Transaction (including any items which the Voucher expressly refers to as: "Not included in this Voucher"), are not part of the Car Rental Transaction.

These items also include, but are not necessarily limited to, additional equipment or special requests, which you may add to the Car Rental Transaction (such as: additional driver's insurance, young driver's insurance, drop-off fees, baby or child seat (the installation of which is under the sole responsibility of the Renter), snow chains or winter tires (the installation of which is mandatory under certain weather or road conditions), ski rack, handling fees in case of damage, handling fees for traffic or parking tickets, navigation system, special requests for bringing or picking up the car, receiving or picking up the car outside of business hours, delay in dropping off the car etc.). The costs of these supplements shall be indicated in the Voucher and these, together with the cost of any other supplement you may order directly from the Car Supplier upon picking up the car, shall be collected by the Car Supplier directly and exclusively.

Any such supplement not specified in the Voucher in advance and in writing as approved by the Car Supplier (in the Pre-booked Items section) is subject to availability with the Car Supplier only at the time of pick-up of the car.

### D. Pre-Conditions for Executing the Car Rental Transaction :

Upon picking up the car from the pick-up station indicated in the Voucher (hereinafter: the "**Pick-Up Station**") you, and any additional driver who wishes to be registered as a driver in the Car Rental Agreement (hereinafter an "**Additional Driver**"), must present all of the following certificates and



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documents together and which must be valid:

1. The Voucher.
2. A permanent Israeli driver's license in your name and in the name of any Additional Driver (issued in plastic with a photo).
3. An international driver's license in your name and in the name of any Additional Driver (a list of countries which permit driving with a computerized Israeli driver's license can be found on the website of the Ministry of Transportation. In any other country you are required to carry an international driver's license. **Please note**, even in countries that permit driving with a computerized Israeli drivers' license, the Car Supplier (as defined below) may require, at its discretion, that it be presented with an international driver's license and therefore we recommend that you obtain such an international driving license in any case).
4. An Israeli passport in your name and in the name of any Additional Driver.
5. An international credit card, in your name. Your PIN code may be required - make sure you know it beforehand.

The international credit card which you will be required to present at the time of pick-up of the car must be one of the credit cards listed in the Voucher under section: "Other Terms- accepted credit cards" (hereinafter: the "**Credit Card**"). The Credit Card shall be used to ensure the payments and supplements which you will be obligated to pay in addition to the car rental fees included in the Voucher.

The Credit Card shall also serve as a deposit for the car rental company providing the rental car as specified in the Voucher (hereinafter: the "**Car Supplier**"). The minimum deposit amount will be equal to the deductible fees amount indicated in the Voucher under section: "Policies – CDW Excess/TP Excess" plus fuel costs and other charges which may apply in the Car Rental Transaction. **Please note**, you must verify in advance whether the Credit Card has a sufficient credit line for the deposit. The Car Supplier shall not accept as a form of payment and/or as a deposit any cash, checks or other means of payment, other than a Credit Card, as indicated in the Voucher. **Please note**, if you have ordered a luxury car, you may be required to present the Car Supplier with two Credit Cards as a deposit and such provision will be indicated in the Voucher.

In addition to the required certificates and documents mentioned above, at the time of pick-up of the car from the Pick-Up Station you shall be required to sign a car rental agreement with the Car Supplier with respect to the Car Rental Transaction (hereinafter: the "**Car Rental Agreement**"). **Please note**, the Car Rental Agreement must also be signed by any Additional Driver. In case a driver, that is not registered in the Car Rental Agreement as an Additional Driver, will drive the rented car, then the insurance coverages will not apply following which, you may be held liable for any damage causes to the rental car.

The presentation of the documents and certificates mentioned above and signing of the Car Rental Agreement constitute a precondition to the execution of the Car Rental Transaction. **Please note**, if you shall fail to present any of the foregoing documents or certificates, or in case of discrepancy in your details or in those of any Additional Driver as indicated in the documents and approvals which you are required to present upon signing the Car Rental Agreement, or if you shall fail to sign the Car Rental Agreement - the Car Rental Agreement shall not be executed and this will be considered as a "No Show" on your behalf to the Pick Up Station. In such event, we will be entitled to charge you for No Show Fees at the rate indicated in the Voucher, under the section "Policies - No Show fees", and we shall not be liable to any other damage and/or aggravation incurred by you or your party.

In addition, the Car Supplier may refuse to deliver a car to any person who does not meet the Car Supplier's rental policy, and this matter is subject to the Car Supplier's sole discretion. In the event that the Car Supplier refuses to execute the Car Rental Transaction and/or to deliver the car to you under the Car Rental Agreement, as specified above, Aloma will not be responsible to arrange alternative means of transportation to you and your party, and shall not be liable to any other damage incurred by you or your party under such circumstances. In such an event the Car Rental Transaction shall be cancelled and we shall refund all payments we have collected from you. From our experience, set out below are several typical cases in which the Car Supplier may refuse to deliver the car to you (there might be additional events):

- a. If you arrive at the Pick-Up Station under the influence of alcohol or drugs or in any other state which according to the representative of the Car Supplier renders you unfit for driving; or if upon or about signing the Car Rental Agreement you have acted inappropriately;
- b. If you have arrived at the Pick-Up Station in a medical state which restricts you from driving the car ordered by you, either temporarily (for example, broken limbs) or permanently (for example, disability). If such limitation exists we recommend that, you inform us in advance as soon as possible so we can verify with the Car Supplier if the Car Supplier will allow you the use of the car in your medical state (in case of a temporary disability) or if the Car Supplier may provide a car suitable to your needs (in case of a permanent disability) in order to avoid any unpleasantness and unnecessary damage;
- c. If it is determined that you are listed in the blocked customers list of the Car Supplier or any of its affiliates (the "Black List"). **Please note**, if you have received notice from a car rental company of its refusal to rent you a car and/or of your inclusion in a Black List, we recommend that you notify us of this as soon as possible so we may ensure in advance that the Car Supplier will indeed provide you with the car you have ordered.

#### **E. The Car Rental Agreement:**

The Car Rental Transaction is subject to the terms of the Car Rental Agreement executed between you and the Car Supplier at the time of pick-up of the car, as described above. Please carefully read the terms of the Car Rental Agreement before signing it. At your request, we can ask for a copy of the Car Rental Agreement from the supplier in advance. In any event that, prior to signing the Car Rental Agreement, you shall find any discrepancy between the summary of terms of the Car Rental Transaction specified in the Voucher and those specified in the Car Rental Agreement, you are requested to notify us of this as promptly as possible and in any event before signing the Car Rental Agreement.

**Please note**, the Car Supplier bears the sole and exclusive responsibility for the execution of the Car Rental Transaction in accordance with and subject to the terms specified in the Car Rental Agreement. **Aloma is not a contracting party to the Car Rental Agreement and does not assume any responsibility for its execution by the Car Supplier or for any malfunctions or other faults which are beyond its control (unless Aloma was advised or should have known in advance of such malfunctions or faults).**

We recommend that you keep a copy of the Car Rental Agreement and any other document related to the Car Rental Transaction, including documents pertaining the drop-off of the car, in case of future inquiry related to the Car Rental Agreement signed by you.



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Set out below is a general description of the principles of the rental terms of the car rental agreement of most Car Suppliers with whom we engage as well as other important conditions regarding the voucher terms and the car rental transaction. This general description is for convenience purposes only. For the removal of doubt the only binding terms with respect to the Car Rental Transaction are those specified in the Car Rental Agreement:

- The Rented Car:

The car type, manufacturer, model, year of manufacturing, engine capacity, trunk size and fuel type indicated in the Voucher are for illustration purposes only and are not guaranteed.

The Car Supplier may, under its discretion and in accordance with its current inventory at the time of pick-up of the car, deliver to you a car which according to the Car Supplier's definition is equivalent or of greater value to the Car indicated in the Voucher, or a Car in an equivalent car category or from a higher car category to the car category indicated in the Voucher.

- Pick-Up and Drop-Off of the Car:

The car will be reserved for you up to one hour after the Pick-Up time prescribed in the Voucher or until the closing time of the Pick Up Station (the earlier of the two). The closing time of the Pick-Up Station is indicated in the Voucher, however, the operating hours of the Pick-Up Station may vary due to holidays or local events. **Please note**, the Car Supplier is not obligated to wait for your arrival, and if you fail to arrive at the Pick-Up Station at the time indicated in the Voucher this may constitute a No-Show on your part. If you know of any expected delay in your arrival to the Pick-Up Station (such as a flight delay), we recommend that you inform us of this in advance, as soon as possible, so we can verify if you may pick up the car or alternatively so that we may try and assist you in finding a different reasonable arrangement with the Car Supplier (although we do not guarantee that we shall succeed in making such an arrangement). We will not be responsible or liable for any damage incurred by you or your party as a result of a late arrival to the Pick Up Station, if you fail to inform us of such expected delay immediately after becoming aware thereof.

**Please note**, if the car is delivered to you outside of the Pick Up Station's operating hours or is dropped off by you outside of the Drop-Off Station's operating hours, you will be charged an additional payment for such service in accordance with the rate indicated in the Voucher.

Upon picking up the car, you will be required to sign documents indicating the condition of the car at the time of its pick-up. We recommend that you check the car before leaving the Pick-Up Station and verify that if any damage to the car exists, these will be specified clearly in the Car Rental Agreement. If you drop-off the car outside the operating hours of the Drop-Off Station you shall be responsible for any damage incurred to the car until the car is collected by the Car Supplier.

In the event the car is dropped off unreasonably dirty, as determined solely by the Car Supplier, the Car Supplier may, charge you for special cleaning fees. Many Car Suppliers prohibit smoking in the car. In such an event, if you drop off the car with evidence of smoking (such as stubs, ashes, odor of smoke etc.) the Car Supplier may charge you for special cleaning fees.

- Restrictions of Age and Experience:

Most Car Suppliers require, as a precondition to the execution of the Car Rental Transaction, that the minimum age of the Renter and of any Additional Driver be 21 years old. **Please note**, some Car Suppliers may also require, as a precondition to executing the Car Rental Transaction that the age

of the Renter and any Additional Driver shall not exceed a particular maximum age. If your age or the age of any Additional Driver exceeds 70, we recommend that you verify in advance the Car Supplier's policy in this matter.

In addition, most Car Suppliers also require that the Renter and any Additional Driver shall have a minimum driving experience of 12 months.

The policy relating to the Renter's age and any Additional Drivers and the minimum driving experience they hold is determined by the Car Suppliers, at their sole discretion, and according to the legal restrictions applicable in the relevant country, such restrictions may vary from time to time, from country to country and from one car group to another. Also, certain Car Suppliers may charge additional payment for renting a car to a young driver (usually from the age of 21 and below the age of 25) or to a senior driver (usually above the age of 75). Therefore, you must verify in advance that your age meets the Car Supplier's policy with respect to the Renter's age.

- Fuel:

In most cases, the car shall be delivered to you with a full tank of fuel. Accordingly, you shall be required to return the fuel tank in the same condition as it was delivered to you. In case of fuel shortage in the tank when the car is returned, you will be charged according to the rate determined by the Car Supplier at its sole discretion, in addition to special refueling fees. We recommend that you keep the last fueling receipt and the car Drop Off report which will be filled when dropping off the car for any case of future inquiry in this respect.

In cases where you shall purchase a prepaid fuel tank, no refund will be given for unused fuel.

In any event, we recommend that upon pick-up of the Car you shall check the fuel gauge in the car in order to ensure that the condition of the fuel tank is consistent with that specified in the Car Rental Agreement.

**Please note**, in the event that you shall refuel the car in violation of the manufacturer's instructions specified on the sticker on the fuel tank inlet cover, the Car Supplier shall charge you for the costs of repair of any damage incurred to the car as a result of this, including any incidental expenses (as well as costs of towing and repair and out of use fees). Such damage is not covered under the insurance coverage you shall procure. **It is under your sole responsibility to verify the appropriate type of fuel for the car.**

**Please note**, when driving in areas where it is expected to ice or snow you should be prepared in advance with an "Antifreeze" fuel liquid.

- Travelling between Countries:

There may be restrictions in the Car Rental Agreement on crossing borders outside the country of the Pick-Up Station. The Voucher may include limitations with respect to traveling between countries under section "Other Terms- Border crossing information". In any event, if you decide to cross borders outside of the country in which you picked- up the car, it is your responsibility to inform our reservation center, and alternatively receive the Car Supplier's approval, under the Car Rental Agreement, for your expected travel route. **Please note**, if you fail to act in accordance with the foregoing, some of the insurance coverages specified in your Voucher may not be valid. Likewise, if you wish to cross borders, during the rental period, the Car Supplier may charge you with an additional amount, including border crossing fees between certain countries.

- Satellite Navigation System (GPS):

In the event that the terms of the Car Rental Transaction include a satellite navigation system, it is clarified that we cannot guarantee that the navigation system be of a certain type (including whether mobile or fixed). There is a wide variety of satellite navigation systems.

In any event, it is your responsibility to return the navigation system you received in a good and intact condition on all its parts. In case you return the navigation system in an improper condition or with parts missing, you will be charged for repair costs of the satellite navigation system up to the deductible fees rate prescribed in the Car Rental Agreement for such item.

The maps included in the navigation system are usually suitable for only the country in which the Pick-Up Station is situated. If you intend to cross borders outside of the country of the Pick-Up Station and you wish to make use of a navigation system, we recommend to verify with the Car Supplier, at the time of picking up the car, the scope of the maps included in the navigation system.

**Please note**, we recommend that when picking up the car, you should check the proper function of the navigation system and ensure that you know how to operate it, and that for any query on the matter, you should contact the Car Supplier before beginning your drive. We are not responsible for any damage incurred as a result of malfunctions or faults in the satellite navigation system, or the improper use of this system.

- Mechanical Problems:

It is the responsibility of the Car Supplier to provide you with a car in a general proper condition without any faults or defects (except those listed by the Car Supplier at the time of picking up the car). However, during the rental period, mechanical problems may occur in the car. In any event of malfunction as aforesaid (including in the event of a display of a warning light in the car) or any other problem during the rental period of the car, you must notify the Car Supplier and/or the roadside assistance services of the Car Supplier directly and immediately, and act according to their instructions (usually the contact numbers of the Car Supplier and/or the roadside assistance services appear in the Car Rental Agreement and/or on the rental car key chain).

In case of a mechanical problem in the car, the Car Supplier shall handle your request or guide you on how to operate, all in accordance with its procedures and discretion. **Please note**, if the Car Supplier offers you a car replacement, there is no guarantee that the car replacement to be offered to you will be of the same car group ordered by you.

**Please note**, Aloma will not be responsible or liable for any damage incurred to you or your party as a result of mechanical problems or malfunctions in the car (unless Aloma knew or should have known of such mechanical problems or malfunctions in advance). Although Aloma is not responsible for mechanical problems or malfunctions in the car as mentioned, if you contact us immediately upon first becoming aware of a mechanical problem, we will try to assist you in finding a reasonable solution with the Car Supplier (however we do not guarantee that we shall succeed in making such an arrangement). In certain events, the Car Supplier may offer you a refund of direct expenses incurred by you in repairing the mechanical problems in the car (such as hotels, trains, flights, renting a more expensive car, telephone calls etc.) however, such refund requires the expressed approval of the Car Supplier or of Aloma. Without a prior written approval as aforesaid no refund, compensation or differences will be paid to you.

- Flat Tire and Other Tire Damages:

A flat tire or other tire damage does not constitute a mechanical problem and the repair of these damages is under your sole responsibility. In the event of a flat tire or other damage to the car's tires, the Car Supplier is not obligated to send towing services and is not obligated to provide you with a car replacement. **Please note**, according to international regulations, it is not mandatory to have a spare tire in the car, only a temporary repair kit is required until the tire is replaced. Moreover, in certain countries, according to the national regulations, the car rental companies do not equip the car with a spare tire or a temporary repair kit, and operate a designated flat tire repair road service team.

Therefore, in countries in which the car is equipped with a spare tire or a temporary repair kit, we recommend that when picking up the car you verify the location of the spare tire and how to replace it or alternatively, you verify that you know how to operate the temporary repair kit. Please note, if the car includes a spare tire, this tire might be smaller than the remaining tires. Immediately after replacing the tire which was damaged with the spare tire or temporarily repairing the damaged tire, you must drive to a suitable garage in order to repair the flat tire.

We recommend you will verify the contact methods with the designated road service team. In any case, Alamo will not be responsible or liable for any damage incurred to you or your party as a result of any flat tire or tire damage caused to the car tires as aforesaid and you will not be entitled to any compensation for the time that was required to repair this type of damage.

- Accidents:

In any event of an accident, you must report this directly and immediately to the Car Supplier and to the local police. We recommend that you do so even if you believe no damage was incurred to the car. According to the Car Supplier's guidelines, you will have to complete a damage report and deliver it to the Car Supplier, and you will also be required to cooperate with the Car Supplier and act according to its directions. If you fail to act accordingly, the Car Supplier may charge you for damages incurred to it as a result.

**Please note**, if an accident is caused by your negligence or in any other circumstances in which the insurance coverage of the insurer is excluded, you shall be responsible for all the damages incurred to the Car Supplier.

**Please note**, in case of an accident the Car Supplier is not obligated to provide you with a car replacement. Although Alamo does not bear any responsibility for damages resulting from accidents, if you contact us on the matter we will try to assist you in finding a reasonable solution with the Car Supplier (although we do not guarantee that we shall succeed in making such an arrangement).

- Traffic Laws, Fines and Surcharges:

Traffic laws vary from country to country and it is your sole responsibility to verify these laws in every country you wish to use the car and to comply with them. According to the Car Rental Agreement, you bear the sole and exclusive responsibility to any damage incurred as a result of the failure to uphold the traffic laws of the country in which you are using the car or as a result of any violation of such laws. **Please note**, in certain countries there is an exclusion to the insurance coverages due to failure of upholding traffic laws, thus if damage is caused due to such failure or your violation of such

traffic laws, the insurance coverage shall not apply. We recommend that you verify in advance what are the traffic laws in each country as mentioned above.

Payment of traffic fines and parking tickets, including special handling fees collected by the Car Supplier, road tolls, government surcharges, stickers for traveling on highways which can be purchased at border stations (for example in, Austria, Switzerland, Hungary, Slovenia, etc.), stickers for "green" traveling in city centers etc., are usually not included in the Voucher and it is under your sole responsibility to pay such fines and tickets and/or to verify the need for the required stickers and purchase them in the relevant countries where you will use the car.

**Please note**, fines and tickets charged upon you, which are not paid by you during the rental period, will be sent to you, in most cases, by the Car Supplier or directly by the relevant authority. We are not responsible for the delivery, non-delivery or delays in delivery of such fines and tickets and are not responsible for any doubled fine or any other payments charged upon you for any such delay.

- Insurance Policies:

The terms of the insurance coverage included in the Car Rental Transaction are those specified in the Car Rental Agreement. The types of insurance coverage included in the Car Rental Transaction are indicated in the Voucher; however the terms of the insurance coverage included in the Car Rental Transaction and the exclusions of the insurance coverage vary from one Car Supplier to another and from country to country and there might be substantial differences between them.

Therefore, you must verify in advance that the type of insurance coverage indicated in the Voucher, as well as the insurance terms and the exclusions thereof, meet your needs. In addition, we recommend that you check with the Car Supplier upon picking up the car or prior to that what are the exclusions to the insurance coverage included in the Car Rental Transaction.

**Please note**, some of the Car Suppliers offer, instead of insurance coverage, a waiver or exemption from liability to certain damages that may be caused to the rental car while in your possession. In these General Terms, any reference to an insurance coverage shall also include such waiver or exemption.

Below are the details of the main types of insurances customary among the various Car Rental Suppliers:

**U.S.A.**

- LDW (Loss Damage Waiver) or CDW (Collision Damage Waiver)

This type of coverage covers property damages to the rental car during the rental period, including theft.

In any event of damage as aforesaid you may be charged deductible fees in the amount prescribed in the Voucher under the section "Policies- CDW Excess/TP Excess", even if the damage was caused by a third party and not at your fault. If the damage was caused by a third party, we recommend that you update the Car Supplier of this and act according to its instructions. In some cases, if you follow the Car Supplier's instructions and the Car Supplier determines that the damage was not your fault, the deductible fees might be returned to you by the Car Supplier.



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- Third Party Insurance

This type of insurance covers the liability of the Renter to property damage and/or personal injury which might be caused by a third party during your use of the car.

Third party insurance included in the Car Rental Agreements in North America provides only minimum coverage to the car renter or to additional drivers listed in the Car Rental Agreement. Therefore, we recommend that you purchase through us or the Car Supplier an extended coverage to the insurance coverage. This extension is called SLI - Supplement Liability Insurance or EP-Extended Protection.

**Please note, this insurance does not include insurance coverage in case of personal injuries to the driver or to the passengers of the car or to their personal property. Therefore, we recommend that you separately purchase an appropriate insurance coverage to meet your needs, or alternatively verify with the Car Supplier, at the time of picking up the car, which additional insurance coverages are offered by it for that purpose.**

**Europe, Canada and the Rest of the World**

- CDW/LDW Coverage - (Collision Damage Waiver or Loss Damage Waiver)

This type of coverage covers the liability of the Renter in case of property damage to the car during the rental period, excluding theft.

In most cases and destinations, you will be charged deductible fees in case of damage to the car in the amount prescribed in the Voucher under section "Policies – CDW Excess", even if the damage was caused by a third party and not at your fault. If the damage was caused by a third party, we recommend that you update the Car Supplier of this and act according to its instructions. In some cases, if you follow the Car Supplier's instructions and the Car Supplier determines that the damage was not your fault, the deductible fees might be returned to you by the Car Supplier.

- TP Insurance (Theft Protection)

This type of insurance covers the liability of the car renter in case of theft of the rental car or parts thereof or in case of damage to the rental car due to attempted theft or parts thereof.

In most cases and destinations, you will be charged deductible fees in case of theft or an attempted theft, in the amount prescribed in the Voucher under section "Policies- TP Excess".

- Third Party Insurance

In most cases and destinations, this type of insurance is included in the CDW coverage mentioned above. However, **please note, this insurance does not cover personal injury to the driver and the passengers or to their personal property.** In addition, in certain jurisdictions (e.g., South Africa), the coverage proposed to be included in such insurance may contain various limitations prescribed by local law (such as: limitations on the account of coverage, the coverable events and more). **Therefore, we recommend that you separately purchase an appropriate insurance coverage to meet your needs, or alternatively verify with the Car Supplier, at the time of picking up the car, which additional insurance coverages are offered by it for such purpose.**



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- Super CDW Coverage

This type of coverage entitles the Renter to a full exemption from deductible fees in case of damage to the rental car (excluding administration fees which will be collected directly by the Car Supplier regardless of the type of damage).

**Please note**, similar insurance coverages may be offered, occasionally, by insurance companies or other third parties. Therefore, if the Voucher includes Super CDW insurance you should ensure that you do not purchase similar insurance coverages. No refund shall be given for multiple insurances.

- Super TP Insurance

This insurance coverage entitles the Renter to an exemption from deductible fees in case of car theft (excluding administration fees which shall be collected directly by the Car Supplier). **Please note**, a similar insurance coverage may occasionally be offered by insurance companies or other third parties. Therefore, if the Voucher includes Super TP insurance you should ensure that you do not purchase a similar insurance coverage. No refund shall be given for multiple insurances.

**Important Notes Applicable to All Insurance Coverages -**

1. **It is important that you review the terms of the insurance coverages included in the Voucher, their restrictions and exclusions.** The insurance coverages offered by the Car Suppliers are restricted and their terms are subject to the terms of the Car Rental Agreement and the exclusions detailed therein.

In general, insurance coverages for car damage will be excluded in different cases including (but without limitation) in cases of damage to the car caused by a willful act, due to the use of the car by an unauthorized driver, due to driving under the influence of drugs or alcohol, due to forbidden use of the car such as driving on unpaved roads, due to subletting the car to a third party, due to negligent use of the car, due to failure to comply with local traffic laws or due to violation of the Car Rental Agreement by you (for example failure to return the car at the end of the rental period). In Such a case, you will be responsible to any damage incurred to the Car Supplier, including the costs of repair of any damage incurred to the car as a result or compensation for the rental car value and for revenue loss incurred to the Car Supplier due to loss of rental days.

Furthermore, please note that these insurance coverages do not cover damages incurred to the lower chassis of the car, clutch, battery, upholstery or window panes, damages to the tires or repair of flat tires and any related expenses, towing fees or spare key costs as well as damages incurred to the content of the car or of its passengers.

Insurance coverage for theft may include exclusion in circumstances in which the theft was enabled due to the Renter's negligence and in such event the Car Supplier may charge you with the full value of the car.

There might be additional exclusions to the insurance coverages offered by the Car Suppliers which vary from one supplier to another. Therefore we recommend you check with the Car Supplier at the time of picking up the car, or beforehand, which exclusions apply to the insurance coverage under the Car Rental Agreement.

**Please note**, as a pre-condition to the applicability of the insurance coverage you are required to report immediately of any theft, damage or other insurance event incurred to the car during the rental period to the local police and to the Car Supplier and to present substantiating

documents of such event. You must follow the instructions of the Car Supplier and the local police in any such event and must fully cooperate with them. If, as a result of an act or omission by you or by any person on your behalf, the insurance coverage does not apply, for example in circumstance where an exception to the insurance coverage applies, the Car Supplier may demand compensation from you for the full damage incurred to it.

- 2. The terms of the Car Rental Transaction do not include medical insurance and/or personal injury or property damage insurance to you, to any Additional Driver and/or to the passengers of the rental car, including with respect to damages resulting from a car accident which may have occurred during the use of the rental car.** Therefore, you must ensure to independently purchase an insurance coverage in accordance with the terms of the insurance coverage to meet your needs.

In any event, we will not be responsible or liable for personal injury and/or property damage incurred to you, to any Additional Driver and all other passengers of the rental car.

- 3. The terms of the Car Rental Transaction do not include any insurance coverage for the period exceeding the duration of the rental period. Therefore, we recommend that you purchase separately an insurance coverage that meets your needs.**
- 4. When signing the Car Rental Agreement, the Car Supplier may offer you additional insurance coverages, some of which might be included in the Voucher.** It is your responsibility to ensure whether such insurance coverages are included in the Voucher or not. **Please note**, if under the Car Rental Agreement you shall purchase additional insurance coverages, you will be solely and exclusively responsible for the costs of such coverages and you shall not be entitled to any refund from Alamo with respect to the purchase of such additional coverages as mentioned above, even if such coverages provide similar or overlapping insurance coverages to those included in the Voucher.

#### **F. Excess Refund Coverage and Coverage of Excluded Damages**

##### Excess Refund Coverage and Coverage of Excluded Damages - Additional Coverages

Upon making a reservation for a Car Rental Transaction or at any later time prior to the pick-up of the car, you may purchase through us a coverage that would provide you with a retroactive refund, up to the maximum amounts set out below, of the deductible fees (hereinafter: "Deductible Fees") and/or expenses in respect of damage to car tires, window panes and mirrors (glass panel only), clutch, battery (as a result of misuse) and lower chassis of the car (subject to the rental car being driven in paved roads only) and the cost of loss of car keys (hereinafter: "Excluded Damages") that will be charged to you, if any, by the Car Supplier in accordance with the terms of the Car Rental Agreement. Such coverages may be purchased in accordance with a "Car Hire Excess Refund Service Agreement for Private or Commercial Vehicle Rental up to 3.5 Tons", which detail the terms by which we shall undertake to pay you, through "Shirbit Insurance Company", the deductible amount (hereinafter: the "Service Agreement"). A copy of the Service Agreement can be found on: <https://www.alamo.co.il/>

Please note, this Service Agreement does not cancel in advance the obligation to pay any Deductible Fees and/or Excluded Damages. Such payments may be charged by the Car Supplier through the

Credit Card that you will present and make available to the Car Supplier upon the taking of the rental car. The Service Agreement provides, under and subject to its terms, a retroactive refund of the following payments (or any of these payments, depending on the details of the Service Agreement which you will acquire), as shall be expressly set out in an annex which shall be issued to you in respect of this coverage:

Payment of any Deductible Fees, if and to the extent these were charged by the Car Supplier in the event of accidental damage to the car, including accidental damage to the property of a third party resulting from the use of the car, or the theft of the car, up to a maximum amount of **2000 euros**; and/or

The cost of correction of any Excluded Damages if and to the extent charged by the Car Supplier, up to a maximum amount of **1,200 euros**.

It is important that you know that the Service Agreement does not entitle you to any refund under circumstances where any of the pre-conditions set out in the Service Agreement are not met, including if any of the exceptions prescribed in the Service Agreement apply, or in circumstances where the Car Supplier has charged you for damage payments which exceed the Deductible Fees.

**Please note**, upon the occurrence of any insurance event entitling you to financial refund under the terms of the Service Agreement, the same coverage offered by that chapter of the Service Agreement under which refund has been made to you (i.e., repayment of Deductible Fees and/or Excluded Damages, as the case may be) shall terminate.

Upon receiving the Voucher, we will enclose an appendix for your review which contains the principles of the Service Agreement as well as important instructions on how to claim the coverages included in the Service Agreement. It is important you review such instructions upon receiving them.

**Please note**, some of the Car Suppliers or third parties offer coverages of their own with an exclusion or excess refund of deductible fees. Therefore if you have purchased from us coverage in accordance with the Service Agreement, you should ensure that you do not purchase from the Car Supplier or from any third party coverage, waiver or excess refund of deductible fees. There shall be no refund for multiple purchased coverages.

#### **G. Taxes**

The amounts stated in the Voucher regarding the supplements intended to be paid upon picking up the car and which are not included in the price of the Car Rental Transaction, do not include VAT or other local mandatory payments.

#### **H. The Car Rental Period**

The car rental period stated in the Voucher is calculated on a 24-hour unit basis. In any event of delay or change in dropping off the rental car, you must update us or the Car Supplier accordingly. In any event of delay in dropping off the car or extending the rental period exceeding the number of days stated in the Voucher or exceeding the hour stated under section "Drop off time", if the delay extends beyond the Grace Period indicated in the Voucher, the Car Supplier will charge you the additional fee in accordance with the local pricelist of the Car Supplier (which might be higher than the rental fees agreed between you and Aloma) plus insurance coverage costs, VAT charges and

other local mandatory charges. Such payment shall be collected for full rental days without the option of payment for part of a rental day. In the event of an early drop off of the car you will not be entitled to a refund for the days in which you did not use the car.

#### **I. Changes and Refunds:**

- **Changes in the Car Rental Transaction prior to picking up the car:** In the event that you request to change the terms of the Rental Car Transaction or the other items indicated in the Voucher or in the Car Rental Agreement (including: change of the car group, change of the Pick-Up Station or Drop-Off Station of the car, the duration of the rental period of the car, change of the car renter's details, etc.) after the Voucher has been issued, we will be entitled to charge you with extra fees for effecting the change (in addition to any additional fees you will be charged for changes resulting in additional costs). The fees collected from you for effecting such requested changes after the Voucher has been issued will be indicated in the Voucher under section "Policies- Change Fee".

Notwithstanding the preceding paragraph, this amount will not be collected from you if you request to make changes to the terms of the Car Rental transaction within fourteen (14) days of receiving the Voucher, but not less than seven (7) days, excluding Israeli rest days, before the Pick-up date prescribed in the Voucher. In this event, we will be entitled to charge you with a fee in an amount which shall not exceed 5% of the rental fees paid by you or detailed in the Voucher, or NIS 100, whichever is lower.

- **Changes in the Car Rental Transaction when picking up the car:** Any changes made by you when picking-up the car at the Pick-Up Station, whether it is a change in the terms of the Car Rental Transaction or the items detailed in the Voucher or the Car Rental Agreement (including: change of the car group, change of the Pick-Up Station or Drop-Off Station or the duration of the rental period of the car, change of the car renter's details, etc.) is solely your responsibility with the Car Supplier (if you do not update us of these changes in a timely manner, we will not be aware of their existence). **Please note**, the Car Supplier might require different fees in order to make the requested changes to the Car Rental Transaction. We recommend that before making any changes to these terms you should inquire with the Car Supplier, in advance, what are the fees associated with the changes requested by you and what additional conditions and consequences these changes may cause.

- **Refunds:** The rental days indicated in the Voucher are consecutive in accordance with the dates specified in the Voucher and in any case cannot be divided into separate rental periods. No refund shall be given for partial use of the Voucher.

#### **J. Cancellation of the Car Rental Transaction:**

In accordance with Section 14 C to the Israeli Consumer Protection Law 5741-1981 (hereinafter: the "Consumer Protection Law") you are entitled to cancel the Car Rental Transaction, as specified in the Voucher, within fourteen (14) days of the date of receipt of the Voucher and in accordance with Section 14 C 1 of the Consumer Protection Law, if you are a handicapped individual, a senior citizen or a new immigrant ("oleh hadash") (as such terms are defined below), within four (4) months of the date of receipt of the Voucher, provided that the transaction entailed a conversation

between you and us, including through electronic communications means. The transaction can be cancelled via verbal or written notice. A written notice of cancellation may also be made by facsimile and by electronic communications.

For the purposes of this provision:

- "handicapped individual" – shall have the meaning set out in the Law of Equal Rights to Handicapped Individuals, 1998;
- "senior citizen" – any person whose age is 65 and above;
- "new immigrant (*oleh hadash*)" – a person in respect of whom, less than five years have lapsed since he was given an immigrant certificate or an entitlement certificate as an "oleh" from the Ministry of Aliyah and Integration;
- "entitlement certificate as an "oleh" – a certificate issued by the Ministry of Aliyah and Integration to any person found to be entitled to assistance as an "oleh" in accordance with the policies of the Ministry.

If you are a handicapped individual, a senior citizen or a new immigrant ("oleh hadash"), and you shall request to cancel the car rental transaction in accordance with Section 14 C 1 of the Consumer Protection Law, we are entitled to ask you to present to us a certificate evidencing that you are a handicapped individual, a senior citizen or a new immigrant ("oleh hadash"), but we shall not request from you additional proof in order to exercise your aforementioned right of cancellation. You may offer to us one of the following documents, as the case may be, or send us a copy of such document, including by electronics communication means or by facsimile:

- (1) a certificate given to you by the state evidencing that you are a senior citizen;
- (2) an immigrant ("oleh") certificate or entitlement certificate as an "oleh";
- (3) a certificate evidencing that you have been a handicapped individual for a period longer than six months, given by a legally competent authority to determine such handicap;
- (4) a certificate delineated in the Fifth Supplement to the Consumer Protection Law.

In the event that you shall cancel the car rental transaction in accordance with this provision, we will be entitled to charge you with cancellation fees in an amount which shall not exceed 5% of the rental fees paid by you or detailed in the Voucher, or NIS 100, whichever is lower, all - unless the cancellation derives from discrepancies between your reservation and the Voucher as a result of a breach of contract on our part or of any other prevention by law according to which we will not be entitled to charge you with cancellation fees as aforesaid.

Please note, in any event you are not entitled to cancel the car rental transaction described in the voucher less than seven (7) days before the pick-up date prescribed in the Voucher, excluding Israeli rest days. In the event that you shall cancel the Car Rental Transaction after the lapse of fourteen (14) days of the issue date of the Voucher (pursuant to Section 14 C to the Israeli Consumer Protection Law), or after the lapse of four months from the issue date of the Voucher (if you are a handicapped individual, a senior citizen or a new immigrant ("oleh hadash") cancelling the transaction pursuant to Section 14 C 1 to the Israeli Consumer Protection Law) or less than seven (7) days excluding rest days, and no later than two days prior to the pick-up date detailed in the Voucher, we will be entitled to charge you with cancellation fees in the amount detailed in the Voucher under section: "Policies- Cancellation fee". In the event that you cancel the Car Rental Transaction within two days of the day detailed in the Voucher as the pick-up date or if you fail to show up at the Pick-Up Station on the said date, we will be entitled to charge you with no show fees in the amount detailed in the Voucher under section: "Policies- No Show fees".

For the removal of doubt, it is hereby clarified that the aforesaid in this section is intended for informative purposes only and in any case of discrepancy between the provisions of this section

above as to your right to cancel the Car Rental Transaction and the provisions of Section 14(C) to the Consumer Protection Law, the provisions of Section 14(C) to the Consumer Protection Law shall prevail.

#### **K. Aloma and its Activities**

Aloma serves as an intermediary in order to connect between you and the Car Supplier in all matters connected or related to the Car Rental Transaction. Therefore the performance of the Car Rental Transaction by the Car Supplier is not under our control and the responsibility deriving from that lies solely and exclusively on the Car Supplier in accordance with and subject to the terms of the Car Rental Transaction detailed in the Car Rental Agreement. When you sign the Car Rental Agreement you fully, completely and absolutely exempt us from any responsibility for any demand, claim or damage connected to any discrepancy between the terms of the Voucher and the terms of the Car Rental Agreement and/or the performance of the Car Rental Transaction by the Car Supplier or by you. Notwithstanding the aforesaid, the said exemption shall not apply to malfunctions and/or faults in the performance of the Car Rental Transaction which Aloma knew or should have known of in advance.

Although we are not responsible for the performance of the Car Rental Transaction by the Car Supplier (or by you), and without us assuming any responsibility as aforesaid - if you inform us of any problem at the time of picking-up the car or during the performance of the Car Rental Transaction, we will undertake to assist you in your requests and/or claims against the Car Supplier (however we do not guarantee to succeed in this). **Please note**, if you fail to immediately inform us of a problem in picking-up the car we will not be able to assist you and shall not be responsible for any damages incurred by you as a result thereof.

You may contact us through one of the following channels:

- In writing by email – at [cs@alamo.co.il](mailto:cs@alamo.co.il) ;  
Or by telephone, at + 972- 9- 8645111 during normal business hours, Sunday through Thursday 8:30 to 16:00.

It is hereby clarified that Aloma does not serve as an agent, representative or operator of the Car Supplier, does not bear any responsibility for the Car Supplier's acts or omissions and is not authorized to receive any legal documents or other documents in its name or on its behalf.

#### **L. Privacy Policy**

In order to complete the car rental booking you may be required to provide various personal details (such as your ID number, name, contact details and address). It is important to know that you have no obligation by law to provide such details, however, you should be aware that if you shall choose not to supply these details or if you provide incorrect details, we may not be able to complete the car rental booking, provide other services or provide information you may require from us .

The data we collect will be used to various means including (1) reserving our services and completing the car rental booking; (2) so we may contact you if necessary, and in order to offer or supply additional services regarding the services you booked through us; (3) customer service; (4) for

marketing activities: we may use your contact details to send you, from time to time, information regarding new services we offer, promos, competitions, marketing offers and/or other publications from our company, our subsidiaries and our business partners, including through social media platforms and other websites, including personalized ads and third party ads, based on the information we hold (hereinafter: "Marketing Information"). Marketing Information may be sent via Email, SMS and/or any electronic mean accessible to us, from time to time and in accordance to the law. We will only send you Marketing Information if you provided your explicit consent or if accordance to the law such consent is not required. In any case, you may advise us at any time you do not wish to receive Marketing Information from us, by clicking the "remove" link on the marketing email or by sending a request to [info@alamo.co.il](mailto:info@alamo.co.il). (5) to identify and prevent fraud; (6) services improvements; (7) to protect our interests and defend ourselves from prosecution against us .

The data you provide us is kept in a computerized database and we will do our best to prevent this information from being exposed to a third party, with exceptions as detailed in these terms of use and in accordance to the law .

In accordance to the law, we will be able to provide a third party with your personal data in the following cases :

- (1) To our employees and/or our suppliers and/or our subcontractors that will provide you with the services you reserved .
- (2) To the car rental supplier - in order to allow the completion of the car rental transection from the supplier; safeguarding this data is under the responsibility and according to the privacy policy of the car rental supplier .
- (3) To a third party, in case of transferring our activity to that third party, including for the purpose of shared sales, merging or any strategic cooperation .
- (4) For the monetary collection processes of the charge you incur for the services you have booked .
- (6) In addition, and in accordance to the law, we may disclose your personal details to subsidiaries or business partners, provided that they will use the information only in accordance with this privacy policy, and according to the listed goals of the database in which all the personal information will be kept, and in accordance to the law regarding to the use of this data .

During your use of our website, you may choose to share parts of the website or your use of it via various social platforms. If you will choose to do so, please note that you may ask for any clarifications through addressing us via email to [info@alamo.co.il](mailto:info@alamo.co.il) .

### **The right to view your personal information**

Your personal information will be kept in our database .

In accordance with the provisions of the Privacy Protection Law 5741 - 1981 (hereinafter: "The Privacy Protection Law") you are entitled to ask to review your personal information in our database. In case there is a mistake in your personal information, you may ask to correct it or demand its' deletion, all under and in accordance to The Privacy Protection Law .

Please send us any request to review the information via email [info@alamo.co.il](mailto:info@alamo.co.il) or via sending a letter to 1 Ben Yehuda Street, Tel Aviv, Zip code 6380101, and we will do our best to respond as soon as we can in accordance to the law .

If you do not agree to the terms of this privacy policy, please refrain from using our website or from providing us personal information .



www.alamo.co.il

For further details, see the Ofran's complete privacy policy in the following link :  
<https://www.alamo.co.il/7512-en/Alamo.aspx>

#### **M. Limitations of Aloma's Liability**

Aloma, its employees, managers, representatives and all persons working in its name or on its behalf, shall not bear any responsibility whether directly or indirectly to any of the following: (1) any malfunction, fault or delay of the Car Supplier in providing the car or any other item ordered under the Car Rental Transaction, or any act or omission of the Car Supplier including its violation of the terms of the Car Rental Agreement; which were not under the control of Aloma and which Aloma was not and should not have been aware of in advance; (2) any damage, loss or indirect, consequential, non-pecuniary loss, including reputational damage, loss of profits or income, time loss, hedonic damage, pain and suffering damage etc; (3) personal injury or property damage which might be incurred to the Renter and to any Additional Driver or passengers as a result of the use of the rental car; and/or (4) any damage, harm or loss caused by force majeure or by any other event beyond the reasonable control of Aloma.

In any event, the maximum liability of Aloma in any matter relating or connected to its contractual engagement with you under the Car Rental Transaction specified in the Voucher is limited to the amount of the rental fees actually paid by you under the Rental Car Transaction relevant to the cause of action against Aloma. You hereby fully, finally and completely exempt Aloma from any liability to any payment or damage exceeding the maximum liability amount.

#### **N. Miscellaneous**

- Any dispute or disagreements arising between you and the Car Supplier shall be resolved in the jurisdiction set out in the Car Rental Agreement that was signed by you during the pick-up of the rental car. These General Terms and Conditions are governed by the laws of the State of Israel, and any disputes or disagreements arising between you and Aloma shall be resolved exclusively by the competent courts in the Tel-Aviv - Jaffa District, that will have the exclusive authority to resolve any dispute or disagreement as previously mentioned.
- There shall be no effect to any change or diversion of the terms specified in these General Terms and Conditions or in this Voucher, unless authorized in writing and in advance by us.
- In case of any question or clarification regarding the Voucher you may contact our office during normal business hours as per the contact details specified above.

**Wishing you a good and safe trip from the Alamo Israel team.**