



TERMS AND CONDITIONS

Terms and Conditions - Bicycle Rental

Definition of the conditions and civil responsibilities of customers who enter into contracts with the commercial company CAPITAL BOX, UNIPESSOAL LDA - legal entity no. 513 944 869, represented by an accredited Employee, with registered office at Urbanização Bela Praia da Altura, Lote C 4B 8950- 411 Altura, Portugal, also with a Store in Vila Real de Santo António, EN125 Monte Tamissa, Hortas, 8900 117 VRSA, referred to in this contract as BIKE BOX;

Article 1 - Object

BIKE BOX provides the rental service to the Customer and the Customer rents the vehicle described in the specific conditions of the contract to be concluded.

Article 2 - Rental

- 1.The amount, frequency and due dates of the rental for use of the vehicle are defined in the specific conditions.
- 2.Payment of the rent will be made in cash or by electronic means and in accordance with the table set out in Clause 3".

Article 3 - Place and time

Vehicles can be rented at the BIKE BOX physical store during the following hours: Monday to Friday from 10:00 am to 6:00 pm, and Saturday from 9:00 am to 1:00 pm. Sunday closed for staff rest.

Article 4. - Rental conditions

- 1.Vehicles will only be claimed during opening hours and for the period defined in the specific conditions;
- 2.Renting a vehicle implies signing a contract and taking out a civil liability insurance contract;
- 3.It is mandatory, at the time of rental, to present a valid personal identification document with a photograph.
- 4.Vehicle rental is reserved for people over 18 years of age (or minors if accompanied by a responsible adult who signs a liability agreement) as long as they present valid documentation.
- 5.BIKE BOX reserves the right to refuse to rent a vehicle to anyone who is visibly under the influence of alcohol or another prohibited substance, or to anyone who does not offer the conditions for using the vehicle, as well as to anyone who has previously failed to comply with the rental conditions.
- 6.A form will be drawn up with the results of a joint inspection of the vehicle between BIKE BOX and the Customer regarding the condition of the material before and after the rental period. A Helmet, Padlock, Emergency Kit and Air Pump will be provided with the vehicle rental at no additional cost. A copy of the rental control will also be provided.

Article 5 - Rental rates

1. Bicycle rental rates depend on the bicycle model and rental period, as per the table displayed in the store and the specifications described in the specific conditions.
2. Returning the vehicle before the end of the contracted period does not imply the return of any prior amount.

Article 6 - Security deposit

1. At the time of rental, the Customer must pay a deposit of the minimum amount indicated in the table presented in article 3.
2. The deposit amount will not be returned if the vehicle or other accessories provided show partial and/or total damage resulting from incorrect use, regardless of fault, but only in the event of refusal to voluntarily pay for the damaged parts in accordance with the estimate presented by our company's mechanic.

Article 7 - BIKEBOX obligations:

- a) Deliver to the Customer the vehicle that is the subject of this contract, accompanied by the documents and equipment referred to in the specific conditions;
- b) Ensure the use of the vehicle for its intended purposes;
- c) Provide support in the event of a breakdown or accident, carrying out all necessary actions to assist the customer.

Article 8 - Client's Obligations:

- a) Make normal and prudent use of the vehicle, complying with the rules for driving on public roads;
- b) Refrain from using the vehicle in a way that compromises its operation and safety;
- c) Pay the rent;
- d) Provide security;
- f) Do not sub-let the vehicle;
- g) Do not lend, assign, transfer, adapt or modify the vehicle;
- h) Do not transport third parties, or any type of material that could damage the vehicle;
- l) Refrain from using the vehicle in any type of sporting event;
- J) Allow BIKEBOX to inspect the vehicle even during the rental period;
- H) In the event of an accident, observe the rules and procedures set out in Article 12;
- I) Immediately notify BIKEBOX by telephone if any defect or anomaly is detected regarding the use of the vehicle;
- J) Immediately notify BIKEBOX by telephone in case of theft or damage caused by third parties;
- K) Pay fines, penalties and similar expenses related to the use or possession of the vehicle during the contracted rental period;
- L) Do not use the vehicle outside the pedestrian zone of the Municipalities of Vila Real de Santo António and Castro Marim, except if duly authorized by means of the attached form;
- M) Return the vehicle, at the end of the rental period, with the equipment and documents referred to in the specific conditions and with any extras that have been added, in the condition resulting from its normal use.
- N) Pay the amount relating to damages according to the estimate prepared by our mechanics.
- O) Only the person or persons identified and accepted by the Lessor in the Rental Agreement are authorized to drive the Vehicle, provided that they are the holders of solid identification documents (national identification or passport).

Article 9 - Risk and Insurance

1. Without prejudice to the provisions of general law, the risks of loss or deterioration of the vehicle are borne by the Customer.
2. The Customer undertakes to subscribe, upon signing the vehicle rental contract and during the rental period, to insurance policies for the benefit of BIKEBOX, covering the following risks:
 - o) Damage to third parties: patrimonial damage to property and patrimonial and non-patrimonial damage caused to third parties resulting from faulty driving.
3. The Customer undertakes to pay the Insurer, via BIKEBOX, the premium arising from the insurance contract.
4. The Customer is obliged to pay the Insurer, via BIKEBOX, the amount arising from the insurance contract.
5. The policy expressly determines that in the event of a claim, compensation must be paid directly by the insurance company BIKEBOX.
6. If BIKEBOX is called upon to compensate third parties for damages relating to the use of the vehicle not covered by the respective policy, it may exercise the right of recourse against the Customer for the amounts spent.
7. The Client may choose to subscribe, when signing the contract, to Personal Accident Insurance in order to prevent situations in which his/her own physical integrity is affected.
8. The coverage and deductibles of this insurance are as indicated in the following table:

Personal accident insurance {extra-professional risks}
Base coverage
Capitals
Death or permanent disability: €23,500.00
* treatment or repatriation expenses: €4,500.00
* *civil liability for operation: €0,000.00
* €75 deductible on treatment expenses
* * deductible of 10% of the value of the claim

Article 10 - Return

1. At the end of the bicycle rental period, it must be returned to the same location where the contract was concluded, unless otherwise stipulated and within the operating period indicated in Article 3.
2. Failure to comply with the provisions of the previous number implies the application of a penalty of 100.00d per day of delay, amounts to be discounted from the security deposit provided.
3. Delivery of the vehicle to a BIKEBOX service point other than the collection point must be expressly agreed between the parties.

Article 11 - Liability for theft and damage caused by the West

1. The customer is responsible for theft and damage to the vehicle and its accessories provided during the rental period, if applicable.
2. In the event of theft of the vehicle, the Customer must immediately report this fact to BIKEBOX, at any service point or by telephone, and must present the respective complaint to the competent authorities (PSP or GNR).
3. Failure to return the vehicle on the contract end date implies the total loss of the deposit amount and the settlement of the amount missing to fully cover the value of the vehicle.
4. Damage caused by accident or inappropriate use of the vehicle, as well as breakdown or damage to its accessories, will be the responsibility of the Customer, regardless of

who was at fault for the accident, and the general conditions set out in the policy regarding the insurance contracted will apply to third parties possibly involved in the accident.

5. The amount of the security deposit retained is exclusively for the replacement of the vehicle or the repair of damaged parts.

Article 12 - Breakdowns

1. If the vehicle being used by the Customer breaks down, for no reason whatsoever, the Customer must immediately report the incident to any of the BIKEBOX service points or by calling

281 099 992 or 911 870 180 so that the vehicle can be replaced.

2. If it is not possible to replace the vehicle, the total amount for the rental period will not be charged and a vehicle will be made available for another period to be agreed.

J. The Customer must, when returning the equipment, inform BIKEBOX of any defect or fault in the vehicle and other equipment provided.

Article 13." - Equipment Value Table in case of DAMAGES CAUSED BY WLIENT, THEFT or LOSS.

Equipment	PVP	Security deposit
KTM Ultra Fun 29"	860,00€	150,00€
Kross Vento 2.0	799,00€	150,00€
Radar Column (Road 4.0)	1049,00€	200,00€
Bahia Column	440,00€	150,00€
KTM Macina P510	2670,00€	300,00€
KTM Macina Race 291	3100,00€	300,00€
KTM Revealer Alto Elite	2757,00€	300,00€
Megamo Tomariu	360,00€	100,00€
Coluer Greenland	1299,00€	150,00€
KTM Chicago Disc 291	645,48€	150,00€
KTM Scarp Elite	2844,00€	300,00€
KTM Alto Master	4954,00€	450,00€
Note: if the rented equipment is not on this list, it must comply with the specific conditions, mentioning its name and PVP.		

1. In the event of theft or accident and total loss of the rented vehicle, the Customer must pay the respective amounts in accordance with the purchase price on the date of the event.

2. In the event of damage to the rented vehicle, the Customer must pay for the damaged parts in accordance with the quote provided by our mechanics. The vehicle repair cost will be increased by an immobilization fee of €30.00 per day, up to a maximum of 3 days.

Article 14 - General Provisions

1. The vehicles to be rented by BIKEBOX are the exclusive property of the First Contracting Party and are intended for leisure trips.

2. The Client is free to choose the itinerary of his/her preference, as long as he/she observes the rules set out in this contract.
3. BIKEBOX recommends the use of suitable protective accessories, namely, helmet, gloves and other accessories that are necessary for better safety (protective glasses, knee and elbow pads, etc.).
4. BIKEBOX advises that all caution be exercised when using the vehicle and warns that all highway code rules be complied with when using it.
5. Each vehicle may only transport one person; The territorial area for the use of the BIKEBOX vehicle is limited to the area described in the contract.

Article 15 - Termination of the contract

The contract ends automatically when the bicycle(s) and/or accessory(ies) rented by the customer are returned to BIKEBOX or collected by the latter, and any debts inherent to the rental contract, if any, are settled.

Article 16 - Omissions and disputes

Any cases not covered by or provided for in this contract shall be resolved by the applicable national law and the competent court shall be the ordinary courts.

Article 17 - Processing of personal data

All personal data collected by Bike Box is provided voluntarily and will not be transmitted to third parties, unless authorized by the customer to do so, or in cases expressly referred to in the contract.