

1. Definitions

- 1.1 “MICRONNEXUS” means the MicronNexus GmbH, a company incorporated in Germany, with registered address at Haus am Domplatz, Buceriusstraße 2, 20095 Hamburg, registered in Hamburg, Germany.
- 1.2 “General Terms and Conditions for Car Rental Platform” means these general Terms and Conditions of MICRONNEXUS for Car Rental Platform as set out below.
- 1.3 “Car Rental Platform” / “MICRONNEXUS Booking Platform” means the booking engine operated by MICRONNEXUS for Car Rental Booking Services.
- 1.4 “Car Rental Booking Services” means the booking services provided by MICRONNEXUS through its Car Rental Platform for Car Rental Services. MICRONNEXUS does not own or operate any Car Rental Companies nor enter contracts with Customers for Car Rental Services. MICRONNEXUS acts as an agent by submitting Customers’ requests and reservations through its Car Rental Platform.
- 1.5 “Car Rental Services” means the services for renting a car provided by the Car Rental Company to the Customer.
- 1.6. “Car Rental Company” means the car rental supplier offering the Car Rental Services to Customers.
- 1.7 “Customer” means any end consumer who utilizes the Car Rental Booking Services of MICRONNEXUS’ Car Rental Platform.
- 1.8 “Car Rental Contract” means the contract between the Customer and the Car Rental Company.

2. General

- 2.1 The General Terms and Conditions apply to the contents and the Car Rental Booking Services of this Car Rental Platform.
- 2.2 MICRONNEXUS’ General Terms and Conditions for Car Rental Platform shall apply in accordance with the most recent version and to all subsequent transactions without any need of express reference there to or agreement thereon at the conclusion of such transaction.
- 2.3 MICRONNEXUS hereby objects to any counter confirmation, counter offer or other reference by the Customer to its General Terms and Conditions; any dissenting terms and conditions of the Customer shall only apply if MICRONNEXUS has confirmed the same in writing.
- 2.4 The Customer may not assign any claims arising from transactions with MICRONNEXUS without MICRONNEXUS’ written approval.

3. Provision of Service

- 3.1 MICRONNEXUS undertakes to offer Car Rental Booking Services through its Car Rental Platform. MICRONNEXUS is not a car rental company. MICRONNEXUS acts as an agent only. The Car Rental Contract is concluded between the Customer and the Car Rental Company.
- 3.2 The Customer is advised that the Car Rental Contract is subject to the general terms and conditions of the Car Rental Company.

3.3 Special regulations or restrictions may apply to chosen prices, products or services. In this case the Customer will be advised accordingly prior to the reservation.

4. Offers

4.1 All offers made by MICRONNEXUS are on behalf of the Car Rental Company only.

4.2 Offers shall not be binding, in particular with reference to price, delivery time and further specifications of the Car Rental Contract.

5. Reservations, Confirmations and Delivery of the Car

5.1 Reservations placed by the Customer shall not be regarded as accepted before they have been confirmed by MICRONNEXUS in writing or by email on behalf of the Car Rental Company or by the Car Rental Company itself in writing, by email or by debiting an account or a credit card. However, reservations remain subject to explicit confirmation by the Car Rental Company itself and its general terms and conditions.

5.2 The Customer is obliged to check the correctness of the confirmation of the reservation immediately and to inform the Car Rental Company in the case of any mistake and/or discrepancy without any delay.

5.3 The approved car rental price will be charged by the Car Rental Company at time of reservation. MICRONNEXUS is authorized to collect the payment for the Car Rental Services from the Customer's credit card on behalf of the Car Rental Company.

5.4 The Customer's offer to purchase the Car Rental Services is accepted once the necessary payment is received and the MICRONNEXUS voucher is made available to the Customer. Acceptance of the Customer's offer is given by MICRONNEXUS acting as agent on behalf of the Car Rental Company. For avoidance of any doubts, default payments will be treated as cause of refusal of the Customer's offer to purchase the Car Rental Services, therefore, from a technical point of view, the booking process will be unfinished.

5.5 The Customer will be advised by the Car Rental Company with regard to the delivery of the car. The MICRONNEXUS voucher must be presented at the rental desk. The MICRONNEXUS voucher will normally be available once full payment has been received and the car confirmed by the Car Rental Company. Where the car cannot be picked up due to insufficient documentation or failure to provide a valid credit card, this will be treated as a 'No Show', which means you will not be entitled to a refund of money paid.

5.6 MICRONNEXUS advertises explicitly that most Car Rental Companies require a security deposit before delivery of the rental car. Subject to the Car Rental Company's terms and conditions, this may take the form of an amount (minimum: if excess applies + fuel + V.A.T.) being blocked on an international credit card in the name of the primary driver (cash deposits, maestro, switch, visa electron, prepaid credit cards and all debit cards are not accepted). The blocked amount will be returned in full at the end of the rental provided the vehicle is returned in the same condition as rented. Drop off charges, if applicable, are estimates only, and may change without notice. For this reason, the Customer must produce a valid driver's licence and identity card as well as a valid credit card when collecting the rental car. The credit card owner and driver must be the same person.

5.7. No Handwritten Signatures

Given the nature of online transactions, you hereby acknowledge the impossibility of signing the letter of payment, understood as the document by means of which consent is normally given to a transaction. For this reason, you accept not to sign any electronic transaction generated as a result of booking via the MICRONNEXUS Booking Platform.

The person who fills in the booking form on the MICRONNEXUS Booking Platform must be authorized to do so in the name of all the members of the group travelling together and must confirm that all members accept the booking conditions. Furthermore, this person shall be responsible for the total cost of the reservation, including cancellation or amendment charges, and shall inform the other members of the group of the confirmation details and other pertinent details relating to the booking.

After proceeding to the product reservation and payment via the MICRONNEXUS Booking Platform, MICRONNEXUS will then confirm it by email and provide a service voucher. You must print and present this voucher when you arrive at the Car Rental Company's location where the service(s) is/are offered, or when it/they commence(s).

This voucher is not a rental agreement and at time of pick up the vehicle, a rental agreement subject to local laws, as provided by the Car Rental Company named on this voucher, must be signed by Customer. Please read the Terms and Conditions on this voucher carefully and especially check your rental inclusions and exclusions. All car rental rates are guaranteed in the currency stated therein. All local fees for services not included in the rental are billed by the Car Rental Company in local currency. Additional fees may apply for rental service beyond hours of operation.

6. Prices

6.1 Prices are quoted in the currency of the source market including valid V.A.T. if not other stated in the offers or confirmations respectively.

6.2 Unless otherwise expressly agreed, the rental price is subject to the currency of the destination, where the rental car is delivered, at the time of the payment. The Customer is expressly advised that the prices are subject to currency fluctuations and therefore the displayed prices are an indication for the actual prices only. Neither MICRONNEXUS nor the Car Rental Company is liable for any currency fluctuations.

6.3 If, as a result of change of law between the agreement date and the rental date, additional or increased charges, in particular duties, levies, currency compensation payments etc., shall be payable, then MICRONNEXUS on behalf of the Car Rental Company or the Car Rental Company itself shall have the right to increase the rental price accordingly.

7. Modification or cancellation of Reservation

7.1 Modification of Reservation

MICRONNEXUS does not charge any administration fee for Reservation amendments prior to the rental start date. This excludes any cost increases caused a material change to the booking, such as its duration

or the car class, or by the Car Rental Company changing its rates following the original booking or by Car Rental Company applying its amendment fee. Reservation amendments require the original voucher to be reissued.

7.2 Cancellation of Reservation

As a special Customer service, no administration fee for cancellations will be charged when MICRONNEXUS is advised by the Customer 48 hours prior to the reserved rental start date. For cancellations less than 48 hours prior to the reserved rental start date an administration fee equal to the full rental fee will be charged, Car Rental company's cancellation fee included. Where the vehicle cannot be picked up due to failure to collect the car at the specified time/date, insufficient documentation or failure to provide a valid credit card and MICRONNEXUS is advised of this at the time of the pick-up, this will be treated as a cancellation made within 48 hours. No refund is possible when MICRONNEXUS is informed of the cancellation after the planned pick up date.

7.3 MICRONNEXUS does not refund any unused days if the customer does not show up, shows up late or returns the vehicle early.

8. Customer's Obligations, Liability and Indemnification

8.1 The Customer guarantees that all information provided to MICRONNEXUS whether by the Customer himself or by another person in the Customer's name and/or for his/her account is correct and complete.

8.2 Any reservation with fraudulent, speculative or bogus intention or which is concluded in the expectation of an increasing demand, is prohibited.

8.3 The Customer agrees and accepts that the Car Rental Booking Services rendered by MICRONNEXUS may only be used for legal reservations by the Customer.

8.4 The Customer agrees to indemnify MICRONNEXUS, its officers, directors, employees, affiliates, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable costs for legal representation, resulting from any Customer's violation of these General Terms and Conditions for Car Rental Platform.

9. MICRONNEXUS' Obligations

9.1 MICRONNEXUS' obligation is limited to the forwarding of the information for the Car Rental Contract to the Car Rental Company.

9.2 The delivery of the rental car is also not part of MICRONNEXUS' obligations.

10. Disclaimer of Warranties

10.1 MICRONNEXUS relies on the information from Car Rental Companies. MICRONNEXUS does not have the opportunity to check the correctness and/or completeness of this information. MICRONNEXUS does not warrant or make any representations regarding the correctness, reliability, completeness and/or currency of any information content and/or service whatsoever. Neither MICRONNEXUS warrants that

its services will be uninterrupted or error-free and that defects will be corrected or that the server that makes the content available will be free of viruses or other harmful components.

10.2 MICRONNEXUS does not warrant and is not liable for the availability of the rental cars at the time of the reservation nor for the fulfilment of the Car Rental Contract.

11. Limitation of Liability

11.1 MICRONNEXUS, its representatives, directors, owners, affiliates, employees and vicarious agents (in the following provisions, together designated as “MICRONNEXUS”) shall, regardless on which legal grounds, be liable of any direct or indirect loss or damages arising out of, or in connection with your use of any information, products, services and/or the materials offered through this Car Rental Platform, including but not limited to loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties, or any indirect or consequential loss or damages howsoever arising, even if MICRONNEXUS has been advised of the possibility of such loss or damage or such loss or damages were reasonably foreseeable.

11.2 MICRONNEXUS shall be liable neither for any interruptions or errors of the MICRONNEXUS Booking Platform, nor for ensuring that the content of the MICRONNEXUS Car Rental Platform is free from errors, omissions, defects or viruses, nor for the accuracy or legality of the contents.

11.3 MICRONNEXUS excludes to the fullest extent permitted by law any warranties (whether express or implied), as to the quality, completeness or performance for a particular purpose of 1) any car rental booked through this Car Rental Platform and 2) this Car Rental Platform and any of its contents, including, but not limited to, any information relating to Car rental Company’s rentals contained within this Car Rental Platform and the technology supporting it.

11.4 Any booking made by Customer for Car Rental Services on this Car Rental Platform is made with a Car Rental Company and not MICRONNEXUS. MICRONNEXUS and this Car Rental Platform only provide the making of reservations with the Car Rental Companies. MICRONNEXUS is not a party to the Car Rental Contract between Customer and the Car Rental Company and has no responsibility or liability (directly or indirect) to any party in respect of the terms of Customer Car Rental Contract with the Car Rental Company or any problems arising with the car rental booked pursuant to that contract or any other problems between Customer and the Car Rental Company. For the Car Rental Booking Services, Customer is bound by and deemed to have accepted these General Terms and Conditions of MICRONNEXUS. At the same time, on making a booking and by accepting these General Terms and Conditions, for the Car Rental Services Customer is bound by and deemed to be aware and have accepted the terms and conditions of the relevant Car Rental Company available on the Car Rental Platform/ voucher/their corresponding websites or/and contained on the Car Rental Contract.

12. Miscellaneous

12.1 The Customer may only exercise a right of set-off against claims of MICRONNEXUS if the counterclaim of the Customer is undisputed or has been judicially decided and is final and legally binding.

12.2 The failure of MICRONNEXUS to enforce or to exercise at any time or for any period any term of or any right pursuant to these General Terms and Conditions for Car Rental Platform shall not be construed as a waiver of any such term or right and shall in no way affect MICRONNEXUS' right later to enforce or exercise it.

12.3 The headings and titles contained in these General Terms and Conditions are included for convenience only and shall not limit or otherwise affect the General Terms and Conditions for Car Rental Platform.

12.4 The Customer is advised that MICRONNEXUS collects, processes and records personal data of the Customer according to the German Federal Data Protection Act.

12.5 German Law shall apply, subject to the exclusion of the UN Convention on the International Sale of Goods. The place of performance shall be Hamburg.

12.6 Hamburg shall be the exclusive court venue, provided the Customer is a business, a legal entity established under public law provisions or a body comprising special assets established under public law.

12.7 Should individual provisions of these General Terms and Conditions for Car Rental Platform be or become unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the other provisions and shall not affect the validity and enforceability of the remaining provisions. In place of the ineffective provision, a substitute arrangement shall apply which most closely corresponds to the purpose sought to be achieved with the ineffective provision.

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