

## BOOKING ENGINE TERMS AND CONDITIONS OF USE OF ETRAWLER UNLIMITED COMPANY T/A CARTRAWLER, HOLIDAY AUTOS AND CABFORCE

### INTRODUCTION

This booking engine is powered by CarTrawler's technology and allows you to use CarTrawler's technology to book car hire or ground transportation (including but not limited to taxis, transfer services and chauffeur drive vehicle rental, private transfers, business class transfers, first class transfers, bus and mini bus transfers, train transfers, wheelchair transfers and limousine transfers) ("Transportation") from third party car hire or ground transportation suppliers ("Transportation Suppliers").

Please read these CarTrawler booking engine Terms and Conditions of Use ("Booking Conditions") carefully as they apply to the entire contents of this booking engine. By using any part of this booking engine you indicate your acceptance of these Booking Conditions (regardless of whether or not you choose to register with us or book Transportation) and you agree (i) to conduct your use of this booking engine in accordance with the Booking Conditions and (ii) that the Booking Conditions constitute a legal agreement between CarTrawler and you. If you do not accept and/or do not agree to be bound by these Booking Conditions, do not use and/or immediately cease using this booking engine.

By using this booking engine you acknowledge that all information including, but not limited to, information relating to Transportation, Transportation Suppliers, travel and holidays published on this booking engine may include inaccuracies and/or typographical errors and that CarTrawler will not be liable for any such inaccuracies or errors.

CarTrawler may, at its absolute discretion, amend these Booking Conditions at any time by updating this posting. Certain provisions of these Booking Conditions may be superseded by expressly designated legal notices or terms located on website through which you accessed this booking engine.

These Booking Conditions also apply to all bookings made through the CarTrawler Customer Centre of Excellence ("CCE") and will be e-mailed to you where you make your booking by telephone through the CCE.

### INFORMATION ABOUT US

This booking engine is operated by Etrawler Unlimited Company, an Irish registered company trading as CarTrawler, , Holiday Autos and Cabforce ("CarTrawler", "we", "us" or "our"). We are registered in Ireland under company number 93433 and have our registered office at Classon House, Dundrum Business Park, Dundrum, Dublin 14, Ireland which is also our main trading address. CarTrawler's contact details are included on the Voucher or available from [www.cartrawler.com](http://www.cartrawler.com).

CarTrawler facilitates Transportation bookings by introducing you to Transportation Suppliers through this booking engine. CarTrawler does not own or operate any Transportation and is not a Transportation Supplier. Your contract for Transportation ("Transportation Conditions") will be between you and the Transportation Supplier to which CarTrawler will not be a party. The relevant Transportation Conditions can be accessed through this booking engine once you select Transportation offered by such Transportation Supplier and insert relevant booking information. On making a booking with a Transportation Supplier through this booking engine, you are bound by and deemed to have accepted the Transportation Conditions of the relevant Transportation Supplier. CarTrawler makes no warranty

or representation in relation to any Transportation Supplier and/or any Transportation offered or provided by any Transportation Supplier. The Transportation Supplier is solely responsible for providing you with Transportation booked through this booking engine.

## FEES AND CHARGES

The accuracy of any price quoted for Transportation via this booking engine and any booking made on this booking engine is dependent upon and subject to the booking information you provide via this booking engine (including but not limited to the age of the driver, location and time of pick up and/or drop off).

## SERVICE ACCESS

While CarTrawler endeavors to ensure that the booking engine is normally available 24 hours a day, CarTrawler will not be liable if, for any reason, the booking engine is unavailable at any time or for any period. Access to the booking engine may be suspended temporarily and without notice in the case of system failure, maintenance, repair or for reasons beyond CarTrawler's control.

## BOOKING CONDITIONS

Please read the following conditions which apply to bookings made by you with Transportation Suppliers through this booking engine.

### A. Making a Booking

As CarTrawler operates globally, it uses four types of business payment model for booking Transportation. The payment model available to you when making a booking will depend upon your location and/or the Transportation Conditions of the Transportation Supplier selected.

The four business payment models are as follows:

You pay a booking deposit at the time of making your booking and you pay the balance to the Transportation Supplier on arrival at the Transportation Supplier's desk prior to use of the Transportation; or

You pay a booking deposit at the time of making your booking and the balance is paid in advance of your arrival at the Transportation Supplier's desk; or

You pay the entire cost of the Transportation at the time of making your booking and, in the case of car hire, you only pay for fuel (petrol/diesel) and optional extras on arrival at the Transportation Supplier's desk; or

You pay nothing at the time of making your booking. You will pay the Transportation Supplier the entire cost of the Transportation on arrival to the Transportation Supplier's desk prior to use of the Transportation.

Please note that where you have not made a payment at the time of making your booking you are solely responsible for making all outstanding payments due to the Transportation Supplier as and when they fall due.

You will be informed of any upfront payment required prior to completing your booking. For the avoidance of doubt, the price of any "optional extras" (including, but not limited to, child seats, GPSs, additional drivers) requested by you when making your booking will not be charged to you at the time

of making the booking. Payment of “optional extras” must be made directly to the Transportation Supplier on arrival at the Transportation Supplier’s desk before pick-up/use of the Transportation. Please note that CarTrawler cannot guarantee the availability or price of any “optional extras” requested.

At all times, you are responsible for payment of any additional services and/or “optional extras” requested and/or purchased by you and any additional applicable charges including, but not limited to tolls and fuel charges and you are responsible for any service or administration charges applied by the relevant Transportation Supplier. We support a number of payment methods for making a booking through the booking engine depending on your location, which will be clearly displayed within the booking engine.

Any data transferred to a payment processor is transferred through an encrypted secure server. If you need to make any amendments to your booking, you must either communicate this through one of the communication methods listed on your Voucher or via our website at [www.cartrawler.com](http://www.cartrawler.com), clearly informing CarTrawler of the exact details. CarTrawler cannot guarantee that amendments can be processed; however every effort will be made to reach a satisfactory outcome. Amendments cannot be processed after pick-up/use of, or failure to pick-up or use, your Transportation from the Transportation Supplier. For car hire, CarTrawler is unable to offer you a refund if you end your hire early. In the event that you require an extension of your car hire period after the pick-up of your hired car (dates not covered by the car hire voucher), you must pay any additional costs incurred directly to the Transportation Supplier at the local rental rates prevailing at that time. On making a booking, it is your responsibility to inform the Transportation Supplier, if necessary, of any physical or mental condition relevant to your ability to operate or use the Transportation. In the event of an accident, you may not be able to claim under any relevant insurance policy if you fail to inform the Transportation Supplier of such conditions.

IN THE EVENT OF A FAILURE TO PRESENT THE REQUIRED DOCUMENTS AND/OR CREDIT CARD, THE CAR HIRE SUPPLIER MAY REFUSE TO RELEASE THE CAR AND NO REFUND WILL BE GIVEN. FOR CAR HIRE, ON THE PICK-UP OF YOUR CAR, YOU WILL BE REQUIRED TO PRESENT (I) A FULL DRIVING LICENSE FROM YOUR COUNTRY OF ORIGIN (BOTH PARTS IN THE CASE OF A LICENSE ISSUED IN THE UNITED KINGDOM WHICH IS ISSUED IN TWO PARTS), (II) YOUR VALID PASSPORT AND A VALID CREDIT CARD IN THE NAME OF THE PERSON LISTED AS THE MAIN DRIVER ON THE BOOKING WITH SUFFICIENT AVAILABLE FUNDS TO COVER THE EXCESS ON ANY INSURANCE POLICY RELATED TO THE CAR HIRE (AS APPLICABLE), AND (III) A PRINTED COPY OF YOUR VOUCHER. PLEASE REVIEW YOUR TRANSPORTATION CONDITIONS FOR ANY FURTHER AND/OR ALTERNATIVE REQUIREMENTS OF THE TRANSPORTATION SUPPLIER AND/OR LOCAL LAW. FOR EXAMPLE, IN THE UNITED KINGDOM PROOF OF ADDRESS MAY ALSO BE REQUIRED.

If you make a booking but do not pick-up/use the Transportation (and have not cancelled such booking in accordance with the cancellation policy set out below), no refund will be given.

Please be advised that in the event that you expect to arrive late to pick-up/avail of the booked Transportation it is your responsibility to contact the Transportation Supplier to inform them.

In the event of a flight cancellation or delay, CarTrawler will not be responsible for providing any refunds.

## B. Confirmation of Booking

Once your booking has been confirmed, CarTrawler will issue you with your Transportation voucher (“Voucher”) via e-mail on behalf of the Transportation Supplier, which includes the details of your booking and must be printed and presented to the Transportation Supplier at the time of pick-up/use of the Transportation. If you do not receive your Voucher please contact us immediately. The Voucher does not include details of the service charge or taxes charged by the Transportation Supplier or additional services requested by you at the time of pick-up/use of the Transportation and it is not an invoice. CarTrawler recommends that you carefully check the details contained in the Voucher (e.g. country, location, date and period of time for which the Transportation has been booked). If there are any discrepancies, you should immediately communicate such discrepancies either through one of the communication methods listed on your Voucher or via our website [www.cartrawler.com](http://www.cartrawler.com), clearly informing CarTrawler of the exact details of such discrepancies. CarTrawler reserves the right to amend the booking after the relevant Transportation has been booked by you in the event of the discovery of an error in respect of the booking and/or incorrect information having been displayed through the CarTrawler booking engine or communicated to you in the Voucher or otherwise. Where this happens CarTrawler will endeavour to notify you as soon as reasonably practicable and you may elect to accept the amended terms (if applicable) or, alternatively, cancel your booking and receive a full refund. CarTrawler does not physically store Vouchers, however your Voucher will be accessible through the “Manage Booking” tab of the booking engine in the event you wish to access your Voucher at any time. You will need to print a copy of your Voucher and present it to the Transportation Supplier prior to pick-up/use of the Transportation. CarTrawler advises that you read the Transportation Conditions detailed in the Voucher to which your booking will be subject. The Transportation Conditions are also available on this booking engine but may be changed by the Transportation Supplier from time to time.

The booking number included on the Voucher should be quoted for all enquiries, cancellations or modifications of the booking.

## C. Cancellations

If you wish to cancel a booking, you may do so through one of the communication methods listed on your Voucher or via our website, [www.cartrawler.com](http://www.cartrawler.com) in advance of the time of pick-up/use of the Transportation. Do not cancel your booking with the Transportation Supplier directly, as additional fees may apply. Please see the Transportation Conditions for details on the cancellation policy, any handling/administration fees, and any special conditions that may apply to your booking.

Save as otherwise set out in this section where CarTrawler receives a cancellation notice more than 24 hours before the scheduled time of pick-up/use of the Transportation, a full refund of the amount paid will, in general, be granted. In respect of car hire bookings, where CarTrawler receives a cancellation notice less than 24 hours before the scheduled time of pick-up/use of the car hire, you will, where the amount already paid for the booking exceeds €50, receive a refund of the amount paid minus the €50 cancellation fee. In respect of ground transportation bookings, where CarTrawler receives a cancellation notice less than 24 hours before the scheduled time of pick-up/use of the ground transportation, no refund of the amount will be paid. Please note that the cancellation policy set out in this paragraph, is subject to the Transportation Supplier’s cancellation policy contained in any Transportation Conditions applicable to your booking. Please consult your Transportation Conditions for any variation from the cancellation policy set out in this paragraph which may include, but is not limited to, a variation in the (i) cancellation notice period required and/or (ii) amount of any applicable

cancellation fee. In the event of a cancellation of a booking when the entire Transportation fee is payable on arrival, there is no fee for a cancellation.

Please note that no cancellations or refunds may be available in respect of certain types of Transportation including, but not limited to, coach, bus and/or train. Please review the cancellation and refund policy of the relevant Transportation Supplier contained in the Transportation Conditions for full details of such policies.

It is your responsibility to ensure and arrange cancellation of any ancillary product and/or service that you may have purchased in conjunction with your Transportation booking. This includes, but is not limited to, products such as No Excess Insurance cover provided by third parties.

In the event that you cancel or amend a credit/debit card booking, CarTrawler will not be liable for any monetary losses suffered by you as a result of a change in monetary exchange rates between the time of your original booking and its subsequent cancellation or amendment. No cancellation is permitted after the date and time that the pick-up/use of the Transportation is due to commence.

#### D. Transportation Pricing & Exchange Rates

CarTrawler makes every effort to ensure that prices quoted for Transportation displayed through the booking engine are accurate in all material respects at all times including, but not limited to, the time you book such Transportation via this booking engine. Nonetheless, CarTrawler and or the Transportation Supplier reserves the right to amend the price of Transportation after the relevant Transportation has been booked by you in the event of a manifest or patent error in the price quoted. Where this happens CarTrawler will endeavour to notify you as soon as reasonably practicable and you may elect to either pay the amended price or, alternatively, cancel your booking and receive a full refund. The foreign exchange rates used by CarTrawler to display prices in the currency chosen by you are updated frequently. Foreign exchange rates used by your credit card or debit card company may vary. CarTrawler is not responsible for any discrepancy between the price displayed via this booking engine and the amount charged by your credit card or debit card company due to the rate of exchange used.

#### E. Complaints Procedure

Complaints must be communicated through one of the communication methods listed on your Voucher or via our website [www.cartrawler.com](http://www.cartrawler.com) and must be received within 30 days of completion of your use of the Transportation (drop-off date of car rental or date when ground transportation service was scheduled to end). Complaints received after this time will not be processed. In the event that the complaint is not resolved through the CarTrawler complaints procedure, you may refer to the On-line Dispute Resolution Platform at <http://ec.europa.eu/consumers/odr/> for further information on available dispute resolution procedures.

#### LINKS TO THIRD PARTY SITES

This booking engine may display links to resources located on servers or websites operated by parties other than CarTrawler. The listing of any link(s) to external resources is not and should not be taken as a recommendation from CarTrawler or a warranty or representation that the information or services offered on such websites will be of a certain standard or suitable for your purpose. Such hyperlinks are provided for your reference and convenience only. The inclusion of hyperlinks on this booking engine

to other websites or servers does not imply any endorsement of the material on such websites or servers (including but not limited to material relating to travel information or services) or any association with their operators. CarTrawler does not control and is not responsible for such websites or the servers or the parties operating such websites or servers, and accordingly, CarTrawler accepts no responsibility or liability for any material contained on those servers or websites, or the accuracy or legality of information contained on other websites or servers. You will need to use your own discretion when utilising these other websites or servers and any information contained therein. If you decide to access any of the third party websites linked to this booking engine, you do so entirely at your own risk and you will leave this booking engine and be re-directed to a website over which CarTrawler has no control.

The Google terms of service for Google Maps (“Google TOS”) govern your use of Google Maps on our site. When using Google Maps you must comply with the Google TOS, <https://developers.google.com/maps/terms?hl=en>.

## LIABILITY

In the event of a dispute between CarTrawler and you, our liability to you, if any, is limited to the amount paid by you for the Transportation. CarTrawler hereby excludes to the fullest extent permitted by law any warranties (whether express or implied), as to the quality, completeness, performance or fitness for a particular purpose of (i) Transportation booked through this booking engine and (ii) this booking engine and any of its contents, including, but not limited to, any information relating to the Transportation Supplier contained within this booking engine and the technology supporting and provided on this booking engine.

As CarTrawler is not providing Transportation and is, therefore, not a party to the Transportation Conditions it has no responsibility or liability (directly or indirectly) to you or any other party in respect of the terms of your Transportation Conditions, including, but not limited to, any issues or disputes with the Transportation Supplier including, but not limited to disputes relating to personal injury or damage to Transportation arising out of or in connection with the Transportation and/or the Transportation Conditions.

EXCEPT TO THE EXTENT CONTRARY TO LAW, NEITHER CARTRAWLER NOR ANY OF OUR DIRECTORS, OWNERS, EMPLOYEES, AFFILIATES, TRAVEL PARTNERS OR OTHER REPRESENTATIVES WILL BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT SPECIAL, INCIDENTAL, PUNITIVE AND/OR CONSEQUENTIAL LOSSES AND/OR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH YOUR USE OF ANY INFORMATION, PRODUCTS, SERVICES AND/OR MATERIALS OFFERED AND/OR BOOKED THROUGH THIS BOOKING ENGINE AND/OR OTHERWISE ARISING, INCLUDING, BUT NOT LIMITED TO, LOSS OF (I) DATA, (II) BUSINESS REVENUE, (III) INCOME, (IV) TIME, (V) SAVINGS, (VI) PROFIT AND/OR (VII) OPPORTUNITY AND/OR LOSS OF AND/OR DAMAGE TO PROPERTY; FAILURE TO REALISE EXPECTED PROFITS OR SAVINGS AND ANY OTHER ECONOMIC LOSS OF ANY KIND, EVEN IF CARTRAWLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE WAS REASONABLY FORESEEABLE.

For the avoidance of doubt, CarTrawler will in no circumstances be liable to you for any loss or damage suffered by you as a result of your use of any travel information, services and/or hyperlinks referred to in the section entitled “Links to Third Party Sites” above.

## NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of this booking engine, you undertake to CarTrawler that you will not use this booking engine for any purpose that is unlawful or prohibited by or contrary to the Booking Conditions or in any way that might bring the reputation of CarTrawler into disrepute.

## AGE AND RESPONSIBILITY

By using this booking engine, you confirm that you are of sufficient legal age to book Transportation and to take responsibility for any liability you may incur as a result of the use of this booking engine. In using this booking engine, you understand that you are responsible, financially and otherwise, for all uses of this booking engine by you and those using your login information. CarTrawler recommends you protect your login information.

## NO LIABILITY IN CREDIT CARD OR DEBIT CARD TRANSACTIONS

CarTrawler endeavours to ensure that all credit card and debit card transactions conducted on this booking engine are secure. HOWEVER, if unauthorised charges appear on any credit card or debit card statement, for any card (i) which you used during the booking process on this booking engine and/or (ii) the details of which you disclosed on this booking engine, CarTrawler will not be liable or responsible in any way for any damage or loss of any nature whatsoever suffered by you arising from or in any way connected with such use or disclosure, save that this will not affect any statutory rights which you may have. Please note this booking engine is VeriSign secured. CarTrawler is fully compliant with the requirements for cardholder data that are prescribed in the Payment Card Industry Data Security Standard.

## COPYRIGHT, NOTICE AND LIMITED LICENCE

All of the information within this booking engine including, but not exclusive to, content, text, graphics, images, trade names, structure, photographs, buttons, artwork, computer code are protected by copyright, various intellectual property laws and laws under law and international treaties and is only available to you for personal use for purpose of making a Transportation booking. Unless you have received written consent from CarTrawler to the contrary, you may only use the booking engine and its content for personal, non-commercial purposes. You do not have permission to modify copy, distribute, collate, transfer, reproduce or display any of the above or anything else displayed through the booking engine for any purpose, either personal or commercial. In particular, by proceeding to access this booking engine, you agree not to:

- use the booking engine to make any speculative or false bookings;
- use the booking engine to research Transportation Suppliers or Transportation Suppliers' pricing;
- use any automated systems, robots or software to extract data from this booking engine;
- use the name CarTrawler or any CarTrawler branding for commercial purposes without obtaining prior written permission from CarTrawler; and/or
- copy or reproduce material from this booking engine for commercial purposes.

## DISCLAIMER

This booking engine is made available to you on an "as is" basis and CarTrawler makes no warranties or representations to the effect that (i) this booking engine or the technology (servers etc.) through

which it is available and which supports it will be without fault or defects or (ii) the information posted on this booking engine is free from infection by viruses or anything else with contaminating or destructive properties. CarTrawler accepts no liability for any infection or any effects from harmful applications such as, but not limited to, viruses, trojans, tampering, fraud, theft, error, technical failure, omissions, delay, unauthorised access or any event which corrupts the acceptable administration, communication and/or integrity of this booking engine.

## WAIVER

Our failure to enforce at any time, or for any period, any one or more of the Booking Conditions will not be a waiver of any such Booking Conditions or the rights attaching to any of them.

## HEADINGS AND CARTRAWLER

The headings used in these Booking Conditions are for reference only and will not affect the meaning or scope of these Booking Conditions. CarTrawler is a business name owned by Etrawler and all references to CarTrawler in these Booking Conditions are deemed to include reference to Etrawler.

## MODIFICATION OF THE BOOKING CONDITIONS AND TRANSPORTATION CONDITIONS

CarTrawler reserves the right, at its absolute discretion, to amend and/or update the Booking Conditions and the contents of this booking engine for any reason, without prior notice, and without liability to you, any other user or any third party. This right will not affect the Booking Conditions accepted by you, the user, upon making a legitimate booking using this booking engine and we suggest that you save and/or print a copy of such Booking Conditions at the time of making your booking for your own records. CarTrawler does not physically store copies of the Booking Conditions in respect of each booking but you may access these at any time through your Voucher or the booking engine. You should check these Booking Conditions for any changes each time you access the booking engine.

The Transportation Supplier may from time to time change its Transportation Conditions contained on the booking engine and confirmed in your Voucher. CarTrawler is not responsible and will have no liability if the Transportation Conditions available on this booking engine or in your Voucher have been or are changed by the Transportation Supplier at any time.

## GENERAL BOOKING CONDITIONS

The Booking Conditions and your use of and access to this booking engine are governed by the laws of Ireland. The courts of Ireland will have exclusive jurisdiction over all disputes arising between you and CarTrawler out of or relating to your use of this booking engine. Use of this booking engine is unauthorised in any jurisdiction that does not give effect to all provisions of the Booking Conditions, including, and without limitation this paragraph. You agree that no partnership, employment, or agency relationship exists between you and CarTrawler as a result of the Booking Conditions or your use of this booking engine. Our performance of the Booking Conditions is subject to existing laws and legal process and nothing contained in these Booking Conditions will prevent CarTrawler from complying with any law enforcement or governmental authorities requests or requirements relating to (i) your use of this booking engine or (ii) information provided to or gathered by CarTrawler, with respect to your use of this booking engine. CarTrawler will not be liable to you where it complies with such requests or requirements. It is a violation of these Booking Conditions to use any information obtained from this

booking engine in order to harass, abuse or harm other persons, or in order to contact, advertise to, solicit or sell to any user or person without their prior express consent.

## PRIVACY POLICY

Our Privacy Policy also applies to your use of this booking engine <http://www.holidayautos.com/en/privacy-policy?c=ie>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our booking engine, you consent to such processing and you warrant that all data provided by you is accurate.

CarTrawler reserves the right in its sole discretion to amend the Privacy Policy at any time and you should regularly check the Privacy Policy for any amendments. Any questions in this regard, must be communicated through one of the communication methods listed on your Voucher or via our website [www.cartrawler.com](http://www.cartrawler.com).