

**OUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ THIS SECTION CAREFULLY.**

## **RentalZone**

### **Rental Terms and Conditions**

These Rental Terms and Conditions, any documents signed by you or to which you have electronically consented, any documents or agreements (or links to online documents or agreements) sent to you electronically in connection with your rental, the Privacy Notice, and a return record with the computed rental charges together constitute the rental agreement (collectively, "Agreement") between you and Hertz Title LLC dba RentalZone, and any affiliate conducting business under the RentalZone brand or independent RentalZone System Licensee identified in the Agreement (collectively, "RentalZone"). "We", "our", and "us" means RentalZone, and "you" and "your" means the person who signs the Agreement. In addition to agreeing to these terms, conditions, and liability, at checkout you will be required to sign an electronic copy of a rental agreement that contains these terms and additional terms prior to the start of your rental. By checking the box that you agree to these terms you are acknowledging that you agree to be bound by these and the terms included in your rental agreement. You agree that you are not our agent for any purpose and that you cannot assign or transfer your obligations under this Agreement. You rent from us the Vehicle described in the Agreement, which rental is solely a bailment for mutual benefit. By renting a Vehicle from RentalZone, you agree to these Rental Terms and Conditions, if such term is not prohibited by Applicable Law of a jurisdiction covering this rental, in which case such law controls. You agree that failure to comply with these Rental Terms and Conditions will constitute a breach of the Agreement. If you breach the Agreement, we may exercise all remedies permitted to us under this Agreement or by law, which include but are not limited to terminating the current rental, refusing to enter future rental agreements with you, and/or asserting claims against you for any damages we incur because of your breach.

**You should keep handy the following phone numbers during your rental:**

- o **For rental extension requests:** 619-467-7225
- o **For reservations:** 619-467-7225
- o **For emergency 24-hour Roadside Assistance:** 619-467-7225
- o **For incidents involving law enforcement:** 619-467-7225

#### **1. Vehicle Use Terms.**

**1.1 Who May Drive the Vehicle.** Only you may operate the Vehicle, except as provided below. You represent that you are a capable and validly licensed driver. You represent that the license you provided is valid, and that it is not modified, suspended, revoked, or restricted. Digital and temporary licenses are not acceptable for purposes of the rental. You acknowledge that we may use a device or application to scan your license for purposes such as verifying its authenticity, confirming your identity, or as authorized under Applicable Law. By providing us with your license, you consent to this scanning and the use of your personal information as described in our Privacy Notice. We reserve the right to deny any

rental or to terminate this rental in our sole discretion. Except where specifically required by Applicable Law, only you, your spouse or domestic partner, or, if you rent from us under your employer's corporate account agreement, your employer or a regular fellow employee incidental to business duties may drive the Vehicle, but only with your prior permission. Authorized Drivers must be (i) at least 21 years old, and (ii) capable and validly licensed drivers in possession of a license that is not modified, suspended, revoked, or restricted. Where permitted by Applicable Law, we may charge a fee for each additional Authorized Driver, which charge is specified in the Agreement. You are responsible for ensuring that the Vehicle is used according to the terms of this Agreement by all Authorized Drivers. You agree that you will remain financially responsible under the Agreement even if the car is operated by an Authorized Driver or someone other than yourself.

**1.2 Keeping the Vehicle Safe and Secure.** You, and any Authorized Driver, must operate and park the Vehicle in compliance with all laws, regulations, and ordinances, including using child safety seats (see Paragraph 2.6(n)) and passenger safety restraints wherever required by Applicable Law. You, and any Authorized Driver, must refrain from using mobile phones or other handheld devices while operating the Vehicle and must otherwise exercise sound judgment and safe-driving practices while operating the Vehicle. You may not leave the Vehicle unattended unless all windows, doors and trunks are closed and locked, and the Vehicle is in a secure location where you are allowed to park. You must take reasonable precautions to safeguard the keys to the Vehicle from anyone other than yourself and any Authorized Driver.

**1.3 No Smoking or Vaping.** We maintain a 100% smoke-free fleet. No one may smoke or vape any substance inside or immediately surrounding the Vehicle. If, in our sole discretion, we determine the Vehicle smells of smoke, vape or any other substance, we may charge you a fee, as per Paragraph 2.6(c).

#### **1.4 Returning the Vehicle.**

**1.4(a) Vehicle Clean Conditions.** You must return the Vehicle in the same condition you received it, ordinary wear and tear excepted, at the Designated Return Time identified in the Agreement. You must return it sooner on our demand. If you return it earlier or later, a different or higher rental rate may apply and, if returned later, you may also be charged a late return fee. You may not return the Vehicle to a location when the location is closed. If you do so, we will treat the Vehicle as though it was not returned until the location reopens and we take actual possession of the Vehicle. You will remain responsible for daily charges, late fees, damages, and/or loss until we take actual possession of the Vehicle, including its keys. If we do not find the Vehicle when the location reopens, you are responsible for all charges and for damage to or loss of the Vehicle until the Vehicle is returned or recovered. If you wish to extend any rental contract, you must contact prior to the Designated Return Time. We may grant or deny an extension, in our sole discretion, for part of or the entire period you request. If we do grant an extension, a different or higher rate and a service fee may apply to the extension period.

**1.4(b) Where to Return the Vehicle.** You must return the Vehicle to the Designated Return Location identified in the Agreement. Express Car Return may be available at certain locations. If you wish to return the Vehicle at a location other than the Designated Return Location, you must contact us prior to the Designated Return Time. We may, in our sole discretion, deny permission to return the Vehicle to an alternative location. If we grant

permission to return the Vehicle to an alternative location, we may apply different rates and additional fees or charges, which could increase the cost paid by you.

**1.4(b)(1) Returning Electric Vehicles.** Due to the unique infrastructure needs associated with an Electric Vehicle (“EV”) (e.g., a specific charger), your EV must be returned to the Designated Return Location, and if it is not, all costs incurred in transporting your EV to the Designated Return Location will be assessed to you. In addition, you will be assessed a fee for RentalZone loss of use of the EV between the time that you should have returned the EV and the time that it is returned to the Designated Return Location, up to a maximum of thirty (30) days. The loss-of-use fee will be your daily rental rate.

**1.4(c) If You Fail to Return the Vehicle.** If you fail to return the Vehicle at the Designated Return Time and to the Designated Return Location, subject to any approved extensions or modifications described in Paragraph 1.4(b), you will breach this Agreement. We may, at our discretion and subject to any notice requirements imposed by Applicable Law, treat your failure to return the Vehicle according to the terms of this Agreement as a theft or other illegal taking. You may be charged for any fees associated with the failure to return the Vehicle, and any payment by the payment card does not constitute a waiver of our right to treat the Vehicle as stolen.

**1.5 Vehicle Use Prohibitions and Responsibilities.** Certain uses of the Vehicle and other things you or another person may do, or fail to do, will violate this Agreement. **ANY VIOLATION OF THIS PARAGRAPH CONSTITUTES AUTOMATIC BREACH OF THE AGREEMENT AND GROUNDS FOR US TO DEMAND IMMEDIATE RETURN OF THE VEHICLE AND, WHERE PERMITTED BY APPLICABLE LAW, TO RETAKE POSSESSION OF THE VEHICLE. ANY VIOLATION OF THIS PARAGRAPH IS ALSO AN EXCLUSION FROM, AND AUTOMATICALLY VOIDS, ALL LIABILITY PROTECTION AND ANY AND ALL PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO THE ENTIRE PERSONAL ACCIDENT AND EFFECTS INSURANCE, EXTENDED ROADSIDE ASSISTANCE, LOSS DAMAGE WAIVER, AND PARTIAL LOSS DAMAGE WAIVER. YOU WILL ALSO BE LIABLE FOR ANY PENALTIES, FINES, FORFEITURES, LIENS, RECOVERY COSTS, AND STORAGE COSTS, AS WELL AS ANY RELATED LEGAL FEES, EXPENSES, AND COSTS (INCLUDING ON APPEAL), WE MAY INCUR AS A RESULT.**

**1.5(a) Prohibited Uses of the Vehicle.** You will violate Paragraph 1.5 and the Agreement if you or a person you allow to possess or operate the Vehicle (regardless of whether that person is an Authorized Driver) do any of the following:

**1.5(a)(1)** Allow anyone except you or an Authorized Driver to operate the Vehicle;

**1.5(a)(2)** Use the Vehicle to carry passengers or property for hire;

**1.5(a)(3)** Use the Vehicle to tow or push anything;

**1.5(a)(4)** Operate the Vehicle while (i) under the influence of alcohol or any other substance that Applicable Law prohibits the use of while driving; or (ii) using a mobile phone or other hand-held device, unless it is in a hands-free mode;

**1.5(a)(5)** Use the Vehicle in connection with any conduct, other than a traffic infraction, that could properly be charged as a felony or misdemeanor or reckless driving, including the transportation of a controlled substance or contraband;

**1.5(a)(6)** Either Transport and or Drive the Vehicle into Mexico or Canada, unless we give you express written permission; or

**1.5(a)(7)** Use the Vehicle (i) to carry hazardous materials; (ii) in a test, race, or contest; (iii) on unpaved roads; and/or (iv) recklessly or while overloaded.

**1.5(b) Responsibilities of Use.** You will also violate Paragraph 1.5 and the Agreement if you or a person you allow to possess or operate the Vehicle (regardless of whether that person is an Authorized Driver) do any of the following:

**1.5(b)(1)** Fail to promptly report to us and, where required by Applicable Law, to law enforcement authorities, any damage to or loss of the Vehicle when it occurs or when you learn of it; fail to provide us with a written accident/incident report or fail to cooperate fully with our investigation; or fail to promptly report any interaction with law enforcement during your rental, as provided in Paragraph 3;

**1.5(b)(2)** Fail to secure the Vehicle as provided in Paragraph 1.2;

**1.5(b)(3)** Intentionally or with willful disregard cause or allow damage to the Vehicle; or

**1.5(b)(4)** Return the Vehicle when the location is closed, and the Vehicle is subsequently damaged, stolen or vandalized, as provided in Paragraph 1.4 (including all subparts).

**1.6 Misrepresentation/Repossession of the Vehicle.** We can repossess the Vehicle at any time in our sole discretion for reasons that include but are not limited to the following: you obtained possession of the Vehicle through any fraud or misrepresentation; or the Vehicle is found illegally parked, is being used to violate the law or the terms of the Agreement, or appears to be abandoned. You agree that we do not need to notify you in advance and that we may take any actions reasonably necessary to obtain possession of the Vehicle, including remotely disabling the engine, remotely locking the doors, tracking the location of the car through GPS tracking devices and utilizing for our benefit any other devices connected to the Vehicle or affecting the Vehicle's operation. If the Vehicle is repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the Vehicle. You agree that such costs will be charged to the payment card or account used to rent the Vehicle. **If the Vehicle is repossessed because of fraud or misrepresentation, except where expressly prohibited by Applicable Law, liability protection and products or services will be automatically null and void, including but not limited to Personal Accident and Effects Insurance, and Extended Roadside Assistance.**

**2. Standard Charges and cancellation policy.** You will pay us the following standard charges for the rental of the Vehicle.

Our cancellation policy is the following:

There is a non-refundable booking fee of 20% of the full price of your booking.

80% refund if cancelled more than 5 days prior to the start date & time of your reservation.

50% refund for cancellations more than 3 days and less than 5 days prior to the start date & time of your reservation.

No refunds will be given for cancellations made less than 3 days prior to the start date and time of your reservation.

To cancel a reservation, please email us or call during business hours.

**2.1 Daily Charges.** You will pay the daily rate stated in the Agreement for each Day, or part of any Day, of the rental. The minimum charge is one Day, plus mileage or a fixed fee. The daily charge applies to consecutive 24-hour periods starting at the hour and minute the rental begins.

**2.2 Mileage Charges.** You will also pay for the number of miles you drive, or a fixed fee, if applicable, at the rate stated in the Agreement. We will determine the number of miles you drive by reading the factory-installed odometer.

**2.3 Rate Eligibility Requirements.** If at the time of booking, the rate in the Agreement is a conditional rate (such as a special rate, promotional rate, or corporate rate) or benefit discount code, and at the time of booking or at any time during your rental, you fail to meet the conditions of the rate, we will charge you an applicable default higher rate as company policy. An unauthorized use of a conditional rate or benefit discount code will be viewed as an unlawful use and theft of services for which RentalZone can pursue legal remedies, including but not limited to reasonable attorneys' fees and costs, and for which RentalZone can void any associated discounts or rental benefits.

**2.4 e-Tolls.** You are responsible for payment of all tolls incurred during the rental period. RentalZone offers an optional service called e-Toll that allows customers to use electronic toll lanes on highways, bridges, tunnels, and other tolled passages. All RentalZone vehicles are pre-equipped to electronically process tolls. Unless you directly pay the toll yourself as described below, you will automatically opt-in to e-Toll and pay the fees described herein if you drive through an electronic toll:

**2.4(a) e-Toll fees (Standard).** If you use the e-Toll service at any time during your rental, you agree to pay a convenience fee of \$5.95 for each Toll bill received on which you incur. In addition, you will pay all tolls incurred at the maximum prevailing non-discounted or cash rates posted by the toll authority, regardless of the actual toll amount.

**2.4(b) FleetIT.** If you use the standard e-Toll service, a third-party toll program administrator (the "FleetIT") contracted by RentalZone will process payment of each electronic toll that you incur during the term of the rental and charge your payment card for the amount of the tolls and convenience fees set forth above. Regardless of the service you agree that in connection with e-Toll, we may share your personal information, including your address, payment card information, and other rental information with FleetIT. You also authorize the FleetIT and to charge your payment card for all e-Toll fees described above. You agree that the FleetIT may contact you directly regarding the e-Toll fees. The e-Toll fees may take 4-8 weeks after the rental concludes to be billed to your payment card on file. You agree to indemnify and hold us, the FleetIT, and any other agent we authorize harmless for any fines, charges or administrative fees incurred for any toll violations for which you may be liable.

**2.5 Fuel Service.** Most rentals might not come with a full tank of fuel, but that is not always the case.

**2.5(b) Returning the Vehicle with less fuel.** If you drive the Vehicle and return vehicle with less fuel or we pick up the vehicle from a different location site depending on the agreement if delivery/pickup was notated for customer. Returned with less fuel, fees apply (see below), at the beginning of your rental, and you return the Vehicle with less fuel than was in it when you received it, you will pay a fuel service charge depending on the vehicle driven with a fixed rate fee depending vehicle driven of between \$25 to \$150 dollars. The cost of refueling the Vehicle yourself at a local service station may be lower than the fuel service charge. You acknowledge that the fuel service charge is not a retail sale of fuel. **Fuel before you return.** You may avoid a fuel service charge if you return the Vehicle with the fuel tank as full as when you received it and, if requested by us, present a receipt for your fuel purchase.

**2.6 Miscellaneous Fees/Charges.** Except where prohibited by Applicable Law, you will also pay us the following miscellaneous fees and charges, where applicable:

**2.6(a) Surcharges, Fees, and Taxes.** You will pay certain taxes, including sales, use, rental, environmental and excise taxes; customer booking fees; concession recovery fees; vehicle license recovery fees; tax-related surcharges; and other similar fees and charges imposed by local, state, federal, or other authorities.

**2.6(b) Customer Booking Fees.** Depending on the facility booking rate is usually between 3 to 4 percent but fees may change accordantly depending on the facility rate changes, which are applicable and paid during the booking process is made.

**2.6(c) Cleaning Fees.** You will pay a reasonable fee for cleaning the Vehicle's interior or exterior for what we determine in our sole discretion are excessive stains, trash, dirt, soilage, odors, or pet hair after the Vehicle is returned. If we discover any evidence of violation of our smoke-free and vape-free policy as provided in Paragraph 1.3, we may charge a fee for interior cleaning and for repair of any damage caused by your violation of this policy.

**2.6(d) Authorized Drivers.** We may charge a fee, as stated in your Agreement, for each additional Authorized Driver. Additional drivers must be approved and added to the rental prior to picking up the vehicle. Each driver must provide photographs of a valid driver's license and active insurance policy to RentalZone prior to the start of the rental period.

**2.6(e) Youthful Drivers.** We may charge a fee, where applicable, as stated in your Agreement, for any driver under the age of 25.

**2.6(f) Extensions/Modifications.** We may charge a \$10 fee in addition to standard daily and mileage rates if we grant in our sole discretion your request to extend the Agreement or to return the Vehicle to any location other than the Designated Return Location.

**2.6(g) Battery Charging Fee for Electric Vehicles ("EVs").** The range of your EV will vary based on several factors including vehicle load, driver's actions such as speed and acceleration, climate, and terrain factors such as inclines. RentalZone does not warrant or guarantee the range of an EV. Your EV must be returned to RentalZone with a battery charge level of at least 70%. You may recharge the EV at public or private locations at your expense. You may have to register or create an account at some of these locations, and you are responsible for any required registration (including accepting the terms and conditions and privacy policy) and any fees. If the EV is returned with a battery charge level at less than 70% but more than 10%, a charging fee of \$50 will be assessed to you. If the

EV is returned with a battery charge level less than 10%, you will be assessed an additional low-charge fee of \$50 (equaling a total of \$100 in charging fees if returned with a battery charge of less than 10%). The charging fee is based on the kilowatt hours, overhead, loss of use of the EV, and administrative costs RentalZone incurs in charging the EV. Fees assessed in the United States refer to U.S. dollars.

**2.6(h) Charging and Idle Fees for Tesla EVs.** If you rented a Tesla EV, you will be able to access Tesla Superchargers, subject to availability, to recharge Tesla vehicles, provided, however, any charging fee or idle fee, expense and/or costs to access and utilize the Tesla Superchargers are charged to RentalZone and will be billed back to you at cost plus a reasonable administrative fee. These charges may not appear on your final invoice and may be charged to your payment card later due to processing, billing, and invoicing requirements. See Tesla's website for definition and details about idle fees, <https://www.tesla.com/support/supercharger-idle-fee>. Paragraph 2.6(g) shall continue to apply to you.

**2.6(i) Towing/Impound/Vehicle Delivery Fees.** You will be charged actual towing charges and a commercially reasonable administrative charge. If you return the Vehicle to a location different from the location where the rental began (even if it is the Designated Return Location), we may charge an additional fee. If the Vehicle is not returned as required by this Agreement, in addition to any continued accrual of daily charges and late fees until we locate and take possession of the Vehicle, we may charge reasonable costs we incur in releasing the Vehicle from impound or storage and/or towing or delivering the Vehicle from where it was recovered.

**2.6(i)(1) Special Fees for EVs.** If you fail to return an EV to the Designated Return Location, the following fees will be assessed to the extent allowed by Applicable Law in addition to those above: (1) all costs incurred in transporting the EV back to the Designated Return Location; (2) a fee, which will be equal to your daily rental rate, for our loss of use of the EV between the time that the EV was due to be returned and the time that the EV was actually returned to the Designated Return Location.

**2.6(j) Late Return Fees.** In addition to the daily rental rate and any applicable mileage charges for excess use of the Vehicle, we may charge a fee not to exceed \$20 per hour if you do not return the Vehicle at or before the Designated Return Time.

**2.6(k) Fines, Expenses, Costs, and Administrative Fees.** You agree to pay all fines, tickets, penalties, and court costs (including on appeal) for parking, traffic, red-light, toll and other violations, including storage liens and charges, if assessed directly against you. You also agree that we may provide any information requested by law enforcement authorities as part of any investigation of an alleged infraction. To the extent any tickets, citations, fines, penalties, or administrative fees are assessed against us because of the operation or use of the Vehicle from the time you take possession of it until it is returned to us, you agree to indemnify us from all resulting damages, losses, costs, and expenses. We have no obligation to contest or otherwise defend you against any alleged infraction.

**You agree that we may, in our sole discretion if Applicable Law allows the fine to be assessed against us or the Vehicle, pay all tickets, citations, fines, and penalties on your behalf directly to the issuing authority and charge you unilaterally for the fine or penalty, plus court costs, attorneys' fees, bonds or sureties, or other costs incurred by us as a result, including but not limited to impound fees or other costs to recover**

**possession of the Vehicle. We may also charge you a reasonable administrative fee, to the extent permitted by Applicable Law, for each infraction, not to exceed the lesser of \$50 or 10% of the amount we incur. You are strongly encouraged to promptly pay all fines, penalties, court costs, monetary assessments, fees, surcharges, or other charges assessed against you directly to the court, county government, or other appropriate government agency, and to provide proof of payment to us, to avoid these additional charges.**

Our agents are for processing and billing any tickets, citations, fines, and penalties. You authorize us to release the rental and payment card information regarding your rental to any or our agents for the purpose of processing and billing you for any tickets, citations, fines, and penalties incurred by you or assessed against us or the vehicle during your rental plus, where allowed by Applicable Law, a reasonable administrative fee not to exceed \$50 or 12% per violation. You authorize us or any agent to contact you directly regarding any ticket, citation, fine, or penalty assessed in connection with the use of the Vehicle from the time you take possession until the time it is returned to us.

**2.6(l) Key/Fob Recovery Fee.** We may charge a fee to cover the cost to us for replacement if you do not return the same number of keys, key cards, fobs and/or remotes to the Vehicle that you received at the beginning of the rental.

**2.6(m) EV Equipment.** All EV equipment including, but not limited to, charging equipment, keys, key cards, fobs and/or remotes provided with your EV must be returned. The full replacement cost of any EV Equipment not returned with your EV will be charged to you. **Loss Damage Waiver, even if elected, does not cover EV Equipment.** You are responsible for any damage to the EV, the charging station equipment and/or the charging location when charging the EV during your rental. You agree to indemnify and hold RentalZone harmless for any charges, expense, fees, fines or penalties incurred resulting from your charging or attempting to charge the EV (excluding mechanical malfunction of the EV, the charging equipment or the charging station not attributable to you or your use of the EV, EV Equipment, or the charging station).

**2.6(n) Child Safety Seat Fee.** Child safety seats are available for rental, for an additional fee where applicable, based on availability. We do not install child safety seats and are not responsible for any injuries resulting from the installation of or any defects associated with the device itself.

**2.7 You are Responsible for Payment.** You agree that you are responsible for all charges arising out of this Agreement. If we are directed to bill any charges made under this Agreement to any third party, such as an employer or insurer, you represent that you are authorized to do so by the third party. You are jointly and severally liable with any third party to whom the billing is directed. We may perform a credit check on your method of payment to ensure worthiness before releasing the Vehicle. If we perform a credit check on your payment card, you may also be asked to present a second form of current identification. Any fees may apply and take 4-8 weeks after the rental is returned concludes to be billed to your payment card on file. You agree to indemnify and hold us RentalZone, and any other agent we authorize harmless for any fines, charges or administrative fees incurred for any violations for which you may be liable.

**2.8 Payment Card Reserve.** If you use a payment card, including but not limited to a credit card or debit card, or a digital wallet or mobile payment application linked to your payment



card, to make this rental reservation or to pay for the rental, you acknowledge that the card issuer may set aside or reserve an amount up to the greater of (i) the estimated total charges due under Paragraph 2 (including all subparts), as stated in the Agreement, or (ii) the deposit amount as stated on signs at the location where your rental begins. We may use your deposit to pay any amounts owed to us under these terms and conditions or your rental agreement. We are not responsible for any fees or charges by the payment card issuer because of the reservation, including overdraft fees. We will authorize the release of any excess reserve after the standard charges have been billed and the Vehicle has been returned to us according to this Agreement. We do not control payment card issuers, so we cannot guarantee the immediate availability of funds once we have released them. This Paragraph does not waive our right to make charges against your card in excess of the reservation or to make additional charges after we have released the reservation to the extent that the charges are otherwise authorized by this Agreement. We may use your deposit to pay any amounts owed to us under these terms and conditions or your rental agreement.

### **Credit Card Requirement:**

All renters must pay rental fees with a credit card prior to the start of the rental period. No cash, check, or debit card payments will be accepted. Renter authorizes RentalZone to keep credit card number on file and charge it to cover rental fees, damages, cleaning fees, tickets, fines, etc. incurred during Rental Period.

**2.9 Currency Conversion.** If you use a payment card that is issued by a financial institution outside the United States and your charges are billed to us in a currency other than U.S. Dollars, we will convert the full amount of your charges in U.S. Dollars to the card account's billing currency. Our conversion will be based on a conversion rate published by Reuters and will incorporate a processing charge of no higher than 3% to be applied to all amounts relating to the transaction. This charge will replace the currency conversion processing charge applied by your card issuer. You understand that (i) your card issuer has a currency conversion process; (ii) you have chosen not to use your card issuer's currency conversion process; and (iii) you will have no recourse against your card issuer with respect to any matter related to the currency conversion or its disclosure.

**2.10 Errors/Adjustments.** We will provide you with a preliminary statement of charges at or near the time you return the Vehicle. This statement is not final, and you may be responsible for additional charges, including but not limited to the following: fuel service charges; tolls, convenience fees, fines, citations, and penalties; charges for damage to the Vehicle; and other charges that have not yet been assessed or calculated as of the date of the statement. You will continue to be responsible for payment of further charges determined later and will receive a refund to the extent we review the preliminary statement and identify any excess charges. If you rent from us under your employer's corporate account agreement, you acknowledge that we are entitled to contact your employer regarding any unpaid charges and to share with your employer any information you have shared with us in connection with this Agreement or you are solely responsible for the charges if your employer is not responding or paying any fees due. If you do not rent using your employer's corporate account agreement or do, you acknowledge that you are

personally liable for all unpaid charges regardless of any agreement you may have with your employer or any other person for reimbursement of the charges.

**2.11 Collections.** You agree to pay a late fee of 3% per month (or the highest rate we may charge depending on the situation permitted by us or agents we may hire, whichever is) for any amounts, including but not limited to charges, fees, tickets, expenses, fines, and all matters associated with the rental and/or damage to or loss of the Vehicle, including but not limited to acts of nature, under this Agreement if they are not paid within fourteen (14) days after we demand payment. You also agree to pay for any costs we may reasonably incur in collecting the unpaid charges or other amounts due under this Agreement including, but not limited to, court costs and attorneys' fees (including on appeal) and insufficient funds fees for rejected checks. We may engage attorneys and/or third-party collection agents to collect unpaid charges. You agree that we are entitled to share any information provided by you in connection with this Agreement with our attorneys or third-party collection agents and that, except where prohibited by Applicable Law, any fees or costs billed to us by our attorneys and/or a third-party collection agency in collecting amounts owed under this Agreement will be included in costs we may recover from you. You understand that, to the extent that there are any unpaid charges, we reserve the right to report information to appropriate credit reporting agencies, and you authorize us to share the information necessary for such reporting.

**3. Accidents/Incidents.** You must report to us at 619-467-7225 any accident/incident involving the Vehicle as soon as it is safely and reasonably possible to do so, provide us with much information possible, and otherwise cooperate in our investigation of the incident and recovery of damages. You also must promptly report any accident/incident involving the Vehicle to law enforcement authorities if required to do so by Applicable Law.

You are responsible for all loss or theft of, or damage to, the Vehicle, which includes the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the vehicle, plus loss of use, diminished value of the Vehicle caused by damage to it or repair of it, and our administrative expenses incurred processing the claim. You must report all accidents or incidents of theft and vandalism to us and the law enforcement authorities as soon as you discover them.

**3.1 Vehicle Damage/Loss.** If you do not accept Secondary Loss Damage Waiver, or if the Vehicle is lost or damaged as a direct or indirect result of a violation of Paragraph 1.5 (including all subparts), you are responsible and you will pay us for all loss of or damage to the Vehicle regardless of cause or who or what caused it, including but not limited to an act of nature. If the Vehicle is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the Vehicle in its damaged condition, you will pay the difference between the Vehicle's fair market retail value before it was damaged and the sale proceeds. Also known as depreciated book value before theft or, in the case of damage, the sales proceeds. Depreciated book value may be higher than retail fair market value. You are also responsible for Loss of Use ("LOU") of the Vehicle, which is defined as the applicable daily rate multiplied by the number of days taken to repair or replace the vehicle. Where permitted by Applicable Law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, tires, and antenna, as part of your rental charges at the time of return (AS OEM PARTS). If the Vehicle is stolen and not recovered, you will pay us the Vehicle's fair market retail value before it was stolen. As part of our loss, you will also pay for loss of use of the Vehicle, without regard to our fleet

utilization, plus an administrative fee and appraisal, plus towing and storage charges, and diminished value, if any (“Incidental Loss”). If your responsibility is covered by any insurance, payment card benefit, travel insurance or such other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and you assign all of your benefits directly to us to recover all consequential and incidental damages, including but not limited to the repairs of the Vehicle plus diminished value or the fair market retail value of the Vehicle (less salvage value plus costs incurred in the salvage-sale), and all Incidental Loss and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid us and what we collected from the third party. If the Applicable Law of a jurisdiction covering this rental requires conditions on Loss Damage Waiver that are different from the terms of the Agreement, such as if your liability for ordinary negligence is limited by such Applicable Law, that Applicable Law prevails. You understand that you are not authorized to repair or have the Vehicle repaired without our express prior written consent, and that if the Vehicle is repaired without our consent, you will pay the estimated cost to restore the Vehicle to the condition it was in prior to your rental, per Paragraph 3.5 below.

**3.2 Indemnification.** Except where prohibited by Applicable Law, you will defend, indemnify, and hold us, and our parent and affiliated companies, harmless from all losses, liabilities, damages, claims, demands, awards costs, attorney fees, interest, and other expenses incurred by us in any manner from this rental transaction or from the use of the Vehicle by you or any person, regardless of whether that person is an Authorized Driver, including claims by third parties. You shall present a claim to your insurance carrier for such claims, events, and losses, but regardless, you will have final responsibility to us for all such claims, events, and losses. You agree that if the rental takes place at a location operated by an RentalZone System Licensee, any claim by you, including one that alleges unfair, deceptive or unconscionable conduct, your sole right and remedy is against that RentalZone System Licensee and not Rent Centric., its parent or any of its affiliated companies.

**3.3 Liability and Insurance.** You are responsible for all damage or loss you cause to yourself, passengers, and others. You agree to provide auto liability, collision and comprehensive insurance covering you, us, and the Vehicle. Where state law requires us to provide auto liability insurance, or if you have no auto liability insurance, we provide auto liability insurance (the “Policy”) that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury liability coverage with limits no higher than minimum levels prescribed by the vehicular financial responsibility laws of the state whose laws apply to the loss. You and we reject personal injury protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law. The Policy is void if you violate any of these terms and conditions or the terms of your rental agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer.

**3.4 Assignment of Benefits/Insurance.** If your responsibility for damage or loss is covered by any insurance, credit card benefit, travel insurance, or other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and to share any necessary information you have given to us in connection with this Agreement. You agree to cooperate with any request we may make for coverage under any such third-party benefits or insurance. If your responsibility is covered by any insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and you authorize the

benefit provider to handle and resolve the claim directly with us or our authorized representatives. Moreover, you assign your benefits directly to us to recover all consequential and incidental damages including but not limited to repairs of the Vehicle plus diminished value or the fair market retail value of the vehicle (less salvage value plus costs incurred in the salvage sale). You will remain primarily responsible and liable to pay us for any loss or damage, as provided in this Agreement, except payment we receive from the coverage provider. To the extent we recover any benefits from a third party that exceed the amount you owe us, we will set off or refund such overage, less our costs, including attorneys' fees and interests.

**3.5 Vehicle Repairs.** You are not authorized to repair the Vehicle, and may not authorize repair by anyone else, without our express written consent. If you repair the Vehicle or have the Vehicle repaired without our consent, you will pay all costs we reasonably incur to restore the Vehicle to the condition it was in prior to your rental up to the fair market retail value of the Vehicle. If we authorize you to have the Vehicle repaired and the cost of repair is our responsibility, we will reimburse you for those repairs only if you give us the repair receipt and the repair conforms to the authorization. To the extent your unauthorized repairs invalidate or in any way reduce the coverage of a warranty, you will be responsible for the costs of the invalidation of or reduction to the warranty. Where permitted by Applicable Law, you are also responsible for Diminished Value ("DV") of the Vehicle, which is defined as the difference between the fair market value of the Vehicle immediately before the accident or incident giving rise to the repair and the fair market value of the Vehicle immediately after the repair. You are also responsible for any damages arising from the unauthorized repair of the Vehicle, including but not limited to personal injury or diminution in resale value of the Vehicle.

**3.6 Loss Damage Waiver.** You may elect to purchase Loss Damage Waiver ("LDW") or in select locations, Partial Loss Damage Waiver ("PDW"). All required notices regarding LDW and PDW are included, as applicable, in the individual state disclosures below. **LDW and PDW are not insurance, and they will not affect your liability for claims made by third parties against you or us. If you elect LDW or PDW, we will charge you an additional daily rate for each Day and any partial Day. Both the daily rate and the total anticipated charge for the duration of the rental are stated in your Agreement. LDW and PDW are not mandatory. Your own automobile or homeowners' or personal liability insurance policy or other coverage may cover loss or damage to the Vehicle and fire and theft damage, and LDW or PDW may be duplicative of any insurance policy that you may have. You should consult with your insurer.** We are not qualified to evaluate whether your existing insurance coverage is adequate. If you do not elect LDW or PDW, you are liable to us for any damage to, loss of, or loss of use of the Vehicle and may be charged for the actual cost of repair or replacement of the Vehicle. If you elect LDW and the coverage is not otherwise voided under this Agreement, you will no longer be responsible to us for loss of or damage to the Vehicle, except for lost vehicle, damaged or stolen keys or remote entry devices, towing or tire service, unless related to an accident, or recovery of the Vehicle if it is stolen, and except for your responsibility, if any, specified in the Agreement. If you elect PDW, you will no longer be responsible to us for loss of or damage to the Vehicle up to the amount \$5,000 dollar's, but **you will remain responsible to indemnify us for any loss of or damage to the Vehicle exceeding the specified amount pursuant to the terms otherwise set forth in this Agreement. If you violate Paragraph 1.5 (including all subparts), PDW and LDW will become automatically void,**

**and you will be responsible for any loss of or damage to the Vehicle from the commencement of the rental until the Vehicle is returned to us according to this Agreement. LDW and PDW, even if elected, do not cover EV Equipment.**

**4. Additional Services Available.** The following additional services may be available, either with or without an additional charge:

**4.1 Roadside Assistance/Extended Roadside Assistance.** Certain limited Roadside Assistance is available to renters, depending of the situation caused during your travel. Roadside Assistance may not be available in all locations or for all rentals. You may contact us during an issue at our hotline number to further investigate and help you in your situation. To cover potential costs associated with lost keys, remote entry devices, lockouts, flat tires, towing, jump starts, or emergency fuel delivery (up to 3 gallons). We will charge an additional fee for these services depending on the tow company's charges and depending on the issue you may have.

» **TOWING:** To the nearest qualified service provider up to 100 miles of free towing. Charges are based on a per mile rating that vary from state to state.

» **BATTERY SERVICE:** We will jumpstart the battery and/or apply minor emergency mechanical adjustments while on the road.

» **FLAT TIRE ASSISTANCE:** We will install the inflated spare. If there is no spare or if the spare is flat, we will tow the vehicle to the nearest qualified provider. No benefit is available for the cost of the tire repair or the second service call to return the repaired tire to the disabled vehicle.

» **FUEL/WATER DELIVERY SERVICE:** An emergency supply of fuel or water will be delivered to the cover vehicle. You only pay for the cost of liquids, parts or materials delivered.

» **WINCHING:** Extricate the covered vehicle from a ditch, snow, mud or sand. Vehicle must be within 100 feet of a state maintained road. This benefit cannot be used for everyday normal snow removal. Maximum benefit is \$100, per incident.

» **LOCKSMITH SERVICE:** Locksmith service provided when keys are lost, broken or accidentally locked in the vehicle. Benefit is limited to \$100 per incident and the cost of replacement keys is not covered.

**4.1(a) Roadside Assistance for EVs.** Roadside Assistance is available for EVs, but we are not able to deliver fuel or a charging station to EVs. If you require Roadside Assistance because you depleted the EV's batteries or the EV is not drivable due to a low battery, your EV will be towed to the location from which you rented the EV and you will be assessed, to the extent permitted by Applicable Law, a towing fee pursuant to Paragraph 2.6(i) (including all subparts). If you require another vehicle due to breakdown, we may provide you with a gasoline-powered vehicle, in which case all fuel provisions in this rental agreement will apply. **YOU ARE NOT AUTHORIZED TO CALL A PRIVATE TOW FOR AN EV. ALL TOWS MUST BE BY FLATBED AND MUST BE ARRANGED THROUGH ROADSIDE ASSISTANCE.**

## **5. Satellite/GPS Systems and Connected Car Data.**

**5.1 Communication Services and Satellite Radio.** You acknowledge that the Vehicle may be equipped with a communication service (such as OnStar or a similar service) (a "Communication System"), that provides emergency notification, navigation, diagnostics, tracking and other services, and a receiver for receiving audio signals from subscription satellite radio services to which RentalZone may subscribe ("Satellite Radio"). You expressly authorize all those services. You acknowledge that you understand that a Communication System, such as OnStar, requires the Vehicle's electrical system and equipment, cellular service, and satellite technologies to be available and operating to function properly. Not all services offered by the Communication System provider are available on all vehicles. The Communication System acts as a link to existing emergency and other service providers. Services are limited by, and neither the Communication System provider nor RentalZone is liable for, conditions or services outside their control. Any information (e.g., navigational route support) provided through a Communication System is on an "as is" basis. The Communication System provider (including OnStar), its service providers and RentalZone will not be liable to you or any user of the Communication System in connection with the use of such information. You understand and agree that the Communication System provider may provide us and/or law enforcement with all necessary information to enable us and/or law enforcement to locate the Vehicle if you fail to return the Vehicle to the Designated Return Location and/or at the Designated Return Time. You agree to release and hold us, and the Communication System providers, harmless for any Communication System failures. You also agree to limit claims against the Communication System provider for damages for any losses under any theory to the pro rata portion of the daily rate for use of the Vehicle for one Day. If your Vehicle has active Communication System equipment, you understand that your use of the Vehicle is subject to the terms and conditions of the Communication System provider, including system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices relating to the Communication System provider's collection, use and sharing of information about you and the Vehicle, and the application of other relevant provisions including responsibilities you have when using the Communication System. You should review the Communication System provider's website for details regarding their Terms and Conditions and Privacy Statement. Details regarding the OnStar Terms and Conditions and Privacy Statement are available at [OnStar.com](http://OnStar.com). By proceeding to rent the Vehicle and sign this Agreement, you authorize the provision of the Communication System in accordance with and agree to be bound by the Terms and Conditions and Privacy Statement of the Communication System provider. Not every vehicle is equipped with a Communication System and/or Satellite Radio. Some vehicles in our fleet may have a Communication System and/or Satellite Radio equipment, but such equipment may not be active. We may charge separately for access to Satellite Radio as an optional accessory on the Agreement. We may establish an access code for Satellite Radio or program the Vehicle not to give you access to Satellite Radio unless you have reserved that option in advance. If we provide you access to Satellite Radio based on your reservation, you will be charged for access whether or not you use this option. Unless you are advised that you have a vehicle with a Communication System and/or Satellite Radio, you will not have access to the systems, and you should not rely upon them or take steps to activate them. You shall not activate any service and in the event you activate a service in violation of this provision, you agree to be completely responsible for the annual subscription and/or cancellation fees(s) for that service.

**5.2 Liability.** Any information provided by OnStar (including navigational support) is available to you on an “as is” basis. Neither we nor OnStar is liable to you for malfunction or unavailability of any systems. You agree to hold us, and the OnStar service providers, harmless for any OnStar system failures. You also agree to limit claims against OnStar for damages for any losses under any theory to the pro rata portion of the rate for use of the Vehicle for one Day. If your Vehicle has active OnStar equipment, you understand that your use of the Vehicle is subject to the OnStar terms and conditions and privacy statement, a current copy of which is available at [www.OnStar.com](http://www.OnStar.com), including system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices relating to OnStar’s collection, use and sharing of information about you and the Vehicle, and the application of other relevant provisions including responsibilities you have when using OnStar services. Further details regarding the OnStar Terms and Conditions and Privacy Statement are available at [OnStar.com](http://OnStar.com).

**5.3 Use of Location Information.** You should have no expectation of privacy or confidentiality as to the places where the Vehicle is driven while rented to you. You agree that we may, where permitted by law, use GPS precise location tracking devices installed in the Vehicle or location data generated by Connected Car technology for the purposes described in our Privacy notice, including without limitation to track or locate Vehicles which may be late for their scheduled return, reported stolen, suspected of being lost, stolen, or abandoned or as may be required or requested by law enforcement, to analyze and enhance our services, improve efficiency in managing our inventory, maintaining our fleet and otherwise improving our services, and to identify Vehicles which have been damaged and may require roadside assistance, when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services. If you are a representative of a corporate or commercial entity account, you agree to ensure that drivers of fleet Vehicles are provided notice and/or consent to such GPS tracking for these purposes where required by law.

**5.4 Connected Car Data. Equipment.** Certain Vehicles (“Connected Cars”) are equipped with features, telematics systems, on-board devices, or built-in services and technologies that are capable of collecting data about the Vehicle and its use, including, for example, real-time location data and information regarding the Vehicle’s condition, damage and accident events and records, performance, operation and diagnostics, mileage, acceleration, braking, speed, fuel consumption, fuel level, tire pressure, odometer, direction and movements (collectively, the “Connected Car Data”). Certain Connected Cars may also be equipped to capture camera images, both inside and outside the Vehicle, as well as audio recordings. The Connected Car Data that is collected may vary depending on the make and model of the Vehicle as well as the features and services you use. We cannot guarantee that a Vehicle without Connected Car Data features will be available at your time of rental. You agree that our Vehicles may transmit such Connected Car Data to us, our third party providers and/or the car manufacturer. If you are a driver of a fleet Vehicle associated with a corporate or commercial entity account, you agree that your organization also may have access to Connected Car Data, including real-time location data, associated with the organization’s fleet Vehicles. If you are a representative of a corporate or commercial entity account, you agree to ensure that drivers of your fleet Vehicles are provided notice and/or consent to the collection and use of such Connected Car Data where required by law. Equipment that collects Connected Car Data may be installed by us, on our

behalf, or by the vehicle manufacturer. If the equipment is installed by the vehicle manufacturer, the vehicle manufacturer will process the Connected Car Data in accordance with its privacy notice. We may enter into agreements with vehicle manufacturers to receive Connected Car Data, and may use third parties to process the Connected Car Data on our behalf. You agree that by proceeding to rent a Connected Car you will be bound by the terms and conditions of the vehicle manufacturer's Connected Car services agreement and privacy policy regarding Connected Car Data collection, use, sharing and retention, in addition to our own terms and policies. You should review the vehicle manufacturer's website for details regarding their Connected Car terms and conditions and privacy policy. **Uses.** You agree that, to the extent permitted by law, we have the right to use Connected Car Data for the following purposes: (i) to provide certain aspects of our services to you (e.g., remote lock/unlock, remote disable engine/cancel ignition, and automatically transmit vehicle data such as location, odometer, fuel level and other data during the rental); (ii) to manage your Vehicle rental (e.g., start your rental, exchange or upgrade your Vehicle); (iii) to enable us and our corporate or commercial entity account to better understand how fleet Vehicles are being used; (iv) to analyze and enhance our services, improve efficiency in managing our inventory, maintaining our fleet and otherwise improving our services and operations; (v) to assist in the handling of any liability or property damage claims; (vi) to provide roadside assistance services; (vii) to assist in the recovery of Vehicles which are overdue, lost or reported stolen, or suspected of being lost or stolen; (viii) to develop new products and services and enhance our existing products and services; (ix) to respond to requests from law enforcement and/or regulatory authorities; (x) as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services, (xi) to protect the rights and/or property of RentalZone or third parties; (xii) when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or in other circumstances in which we reasonably believe our Vehicles are being or have been used in violation of law or otherwise in the commission of a crime; and (xiii) to comply with law. **Privacy.** We collect, use, and share the personal information you provide to us, information about you that we receive from third parties, and information generated from your visit to our website, use of our mobile applications, and Connected Car Data, including real-time location data and telematics data. Some of our Vehicles allow you to connect your personal phone or device via Bluetooth to the Vehicle's electronic system. If you choose to do so, the Vehicle may automatically load your address book, store your incoming, outgoing, and missed telephone calls, and other information from your device. You should follow the steps displayed on the Vehicle's system screen to delete this information and the device from the Vehicle's memory. RentalZone is not responsible for assuring the privacy of any such information, and cannot guarantee that other persons you do not authorize will gain access to this information after you return the Vehicle.

## **7. Miscellaneous**

**7.1 Unique Terms for EVs and Tesla EVs. Software Updates.** Your EV may contain onboard computers which periodically suggest software updates. **YOU ARE NOT AUTHORIZED TO UPDATE THE IN-VEHICLE SOFTWARE UNLESS SPECIFICALLY REQUESTED TO DO SO BY RentalZone.** If a software update prompt is received during your rental, disregard or press "cancel". If you update software without authorization from RentalZone, you do so at your risk and you will be liable for any loss of use, interruption of service, incompatibility or expense incurred by RentalZone in restoring the EV to operation



including, but not limited to, towing, software coding and technological expenses. **No Automatic Carwashes for Tesla EVs. Tesla EVs may not be washed at an automatic carwash.** Any damage to or loss of the EV caused by an automatic carwash shall be assessed as against you as provided above and will not be covered by LDW or PDW. If you do not purchase LDW or PDW and you rely on your personal insurance to cover your damage to the EV, it is your responsibility to ensure your insurance provides coverage for EVs and/or EV components.

**7.2 Nature of the Agreement.** This Agreement solely grants limited permission, subject to the terms and conditions described in the Agreement, to use the Vehicle. You are not an agent for us, and this Agreement does not transfer any ownership or other interest in the Vehicle. You may not assign or transfer the rights granted under this Agreement under any circumstances and any attempted assignment will breach this Agreement but otherwise will have no force or effect.

**7.3 Waiver of Certain Types of Damages. You waive any claim against us for incidental, special, or consequential damages in connection with the rental.**

**7.4 Changes or Amendments.** No changes may be made to this Agreement except in writing and signed by our authorized representative. You further agree that we have the unilateral right to change these Rental Terms and Conditions from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the RentalZone web site and will govern all rentals commencing after posting even if the terms provided at time of reserving the rental Vehicle are different. Such changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the RentalZone web site, which date will be indicated therein, without any requirement by you to sign the changed Rental Terms and Conditions.

**7.5 Other Important Provisions.** We may transfer our rights and obligations under these Terms and Conditions to another party, but this will not affect your rights or the obligations of the provider under the Agreement. You may transfer your rights or obligations under these Rental Terms and Conditions to another person only if we agree in writing. If we fail to insist that you perform any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. Each of the provisions of the Agreement operate separately. If any court of competent jurisdiction decides that any discrete provision of them is unlawful or unenforceable, the remaining provisions will remain in full force and effect.

**7.6 Cooperation.** You agree to cooperate and coordinate with RentalZone generally and to take any actions RentalZone reasonably requests in connection with (i) this Agreement, (ii) your use and return of the car, and (iii) any disputes, actions, proceedings, suits, and investigations related to this Agreement or your use of the Vehicle, including without limitation, execution and delivery of any documents RentalZone reasonably requests, giving testimony under oath, and taking any other actions RentalZone reasonably requests related to this Agreement or your car rental.

**7.7 Contact Information.** You agree that we, or any of our third-party vendors, attorneys or agents in carrying out the terms of this Agreement on our behalf, may use and/or contact

you at any telephone numbers (including via text message), email addresses, and physical addresses that you have provided to us in connection with this Agreement.

**7.8 Severability.** If any provision of this Agreement is held or construed to be invalid by any court having jurisdiction over disputes related to this Agreement, such provision shall, if reasonable to do so, be restated to reflect as nearly as possible the original intentions of the Parties in accordance with the law or, if not reasonable to do so, be deemed to be excluded from this Agreement. In any event, all other provisions of this Agreement shall remain in full force and effect.

**7.9 Definitions.** Wherever we have used the following terms throughout this Agreement those terms have the following meaning:

**7.9(a) “Agreement”** refers to the Rental Terms and Conditions, Receipts and e-Receipts, documents signed by you or to which you have electronically consented, and any additional documents from us regarding your rental, and a return record with the computed rental charges.

**7.9(b) “Applicable Law”** means all laws and regulations applicable to this Agreement. You agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the state where the rental begins, without reference to its conflict of laws principles.

**7.9(c) “Authorized Driver”** means any person(s) other than you who may be authorized to operate the Vehicle as provided above.

**7.9(d) “Day”** means (i) a 24-hour period, beginning from the time your rental begins as noted in the Agreement, unless “calendar day” is stated on the Agreement, or (ii) each consecutive calendar day, or any part of a calendar day, but only if “calendar day” is stated on the Agreement.

**7.9(e) “Designated Return Location”** means the location identified in your Agreement for return of the Vehicle. If no return location is specified, the Designated Return Location is the same location where your rental commences.

**7.9(f) “Designated Return Time”** means the date and time identified in your Agreement for return of the Vehicle.

**7.9(g) “EV”** means any Vehicle powered by an electric motor.

**7.9(h) “EV Equipment”** means, but is not limited to, cables, batteries, conductors, and other devices used for charging the EV.

**7.9(i) “Rental Terms and Conditions”** means these terms and conditions, along with all included information, provided at the time of Vehicle rental.

**7.9(j) “Vehicle”** means the vehicle assigned to you and any replacement vehicle provided to you pursuant to this Agreement. The term “Vehicle” includes tires, tools, keys, key fobs, equipment, included and optional accessories, plates, documents, and any other products or property provided by RentalZone with the Vehicle and separately rented to you by RentalZone unless otherwise explicitly specified in the Agreement.

**7.10 Captions.** The captions or headings in this Agreement are made for convenience and general reference only and may not be construed to describe, define, or limit the scope or intent of the provisions of this Agreement.

**8. State and Country Specific Notices.** The following notices and requirements apply if you rent a vehicle from RentalZone in any of the states or if you take a vehicle into any of the U.S. states.

#### **LIABILITY FOR DAMAGE AFTER THE RENTAL CAR HAS BEEN STOLEN**

If a person who drives the rental car without your authorization causes damage to the car, you may be liable for the damage as though you or an authorized person was driving the car.

#### **INSURANCE OR CREDIT CARD COVERAGE**

Liability for any damage may be covered by your personal insurance policy or credit card agreement. Check your insurance policy or credit card agreement about coverage.

#### **DAMAGE WAIVER COVERAGE**

A damage waiver is **not** insurance coverage. If you purchase a damage waiver for the price per day indicated in your Agreement, we will waive our right to hold you or any authorized driver liable for damage. Even if you buy a damage waiver, you and any authorized driver will remain liable for damage if any of the following apply: - See Prohibited Uses (Paragraph 1.5, including all subparts), and Misrepresentation/Repossession of the Vehicle (Paragraph 1.6).

**BY AGREEING TO THESE TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN AND ACKNOWLEDGE THAT ALL OF THESE TERMS ARE BINDING. YOUR ACKNOWLEDGMENT AUTHORIZES US TO CHARGE THE PROVIDED CREDIT CARD FOR ALL RENTAL CHARGES DUE.**