

myEuropcar

d/b/a of Fox Rent A Car, Inc., on behalf of itself and its affiliates, as serviced by FOX ("RAC")

Pickup Location:

MYEUROPCAR SUBSCRIPT - ORLAN
5757 S SEMORAN BLVD
(OFF AIRPORT)
ORLANDO, FL 32822

Dropoff Location:

MYEUROPCAR SUBSCRIPT - ORLAN
5757 S SEMORAN BLVD
(OFF AIRPORT)
ORLANDO, FL 32822

Phone Numbers:

MyEuropcar (415) 523-6320
Roadside (415) 523-6398

Name: [REDACTED]
City: [REDACTED]
Street: [REDACTED]
Phone: [REDACTED]
DL#: [REDACTED] **Exp. Date:** [REDACTED]
CC#: [REDACTED]
****ADDITIONAL AUTHORIZED DRIVER(S)****
Must be listed on the contract at time of subscription and be 25 or older with a valid driver's license. Operation by an unauthorized driver voids any/all coverages.
Additional Driver: NONE Authorized

UNIT DETAILS

UNIT#
MODEL:
MAKE:
LIC#: Vehicle to be assigned upon Exit
VIN#:
MILES OUT: 0
FUEL OUT:
Section: [REDACTED]

RA #: [REDACTED]

SUB1C-MYEUPCAR SUBSCRIPTIONS



CHECKED OUT BY: [REDACTED]
DATE/TIME OUT: [REDACTED]
DATE/TIME DUE IN: [REDACTED]
DATE/TIME EXCH: [REDACTED]
DATE/TIME IN: [REDACTED]

Important Information:

* RATES DO NOT INCLUDE GAS PLUS MILEAGE.
* Subscriber must immediately report all damage to the lessor and all accidents to both the police and the lessor. Subscriber must also complete a lessor accident report.
* Vehicle may not enter or transit the following states: MT, ND, SD, MN, MI, OH, WV, VA, AK.

NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER

You are responsible for all Damage to the Vehicle, even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the original value of the Vehicle, storage and impound fees and any administrative costs and expense relating to the incident or loss. Your own insurance and/or the issuer of the credit card you use to pay for the subscription program may cover all or part of your financial responsibility for damage to, or loss of, the Vehicle, and therefore optional insurance offered by RAC may not be required. However, you will be responsible for all damages whether or not they are covered by any insurance or credit card company. You should check with your insurance or credit card issuer to find out about your coverage and the amount of deductible, if any, for which you may be liable. If you use a credit card that provides coverage for your responsibility for damage to, or loss of, the Vehicle, you should check with the issuer to determine whether you must first exhaust the coverage limits of your own insurance before the credit card coverage applies. We will not hold you responsible for damage caused by collision or upset if you buy Loss Damage Waiver (LDW) but LDW will not protect you if you commit any of the acts listed in paragraph 9 on the reverse side of this agreement. The Subscriber is responsible for any loss of market value to the Vehicle, whether RAC repairs the Vehicle, or at RAC's own discretion, decides to sell Vehicle unrepaired. The purchase of LDW is optional.

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by Fla. Stat. Ann. §§ 324.021(7) and 627.736.

LDW - Loss Damage Waiver

LDW is a physical damage waiver for damage to the Vehicle. Our damage waiver does not cover all instances of damage to the vehicle. There are exclusions. Subject to the conditions and exclusions on the reverse, we waive our right to collect from you for physical damage to the vehicle.

You chose to purchase our **Loss Damage Waiver** \$ [REDACTED] /Month

PAC (PAC/PPC)- Personal Accident/Personal Property Coverage

PAC/PPC is accidental death, accidental medical coverage for Subscriber and his passengers only and limited personal property coverage.

You chose to purchase our **Personal Accident/Personal Property Coverage** \$ [REDACTED] /Month

SLI (SLP) - Supplemental Liability Insurance

Supplemental Liability Insurance provides coverage for 3rd party automobile claims for the difference between the primary liability limits provided under Subscriber's own personal policy and a maximum combined single limit of one million dollars.

You chose to purchase our **Supplemental Liability Insurance** \$ [REDACTED] /Month

RSA - Road Side Assistance

RSA provides Emergency Roadside vehicle services even if the cause of the service is the result of the authorized operator actions. An RSA Terms and Conditions brochure is available at time of subscription.

You chose to purchase our **Road Side Assistance** \$ [REDACTED] /Month

I hereby certify that I did not deplane at Orlando International Airport or Miami International Airport within 48 hours prior to acquiring the Automobile described in this agreement.

Subscriber's Signature X: _____

By initialing here I agree to purchase each of the above coverages which I have initialed above and that I decline any other coverages I have been offered.

Failure to return property or equipment upon expiration of the subscription period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Fla. Stat. Ann. §812.155.

* RAC has waived uninsured/underinsured motorist coverage under Fla. Stat. §627.727 and NO uninsured/underinsured motorist coverage is available to Subscriber, operator or passenger, whether or not any additional coverage is purchased.

* LOSS OF USE - The Subscriber is responsible for the daily rate on the contract for each and every day the Vehicle is unavailable for use while it is being repaired, regardless of RAC's fleet utilization.

* ADMINISTRATIVE FEE - The Subscriber is responsible for an Administrative or Processing fee for Vehicle damages in excess of \$100.00.

THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN A JURY TRIAL OR CLASS ACTION. BY ENTERING INTO THIS SUBSCRIPTION AGREEMENT, YOU AGREE TO THIS ARBITRATION PROVISION AS SET FORTH ON THE FRONT AND BACK OF THIS SUBSCRIPTION AGREEMENT. X

Subscriber is responsible for all tolls, fines, and violations. See the Subscription Agreement for additional information on additional applicable terms and fees.

Subscriber understands that this Vehicle is equipped with telematics systems and that privacy is not guaranteed. Subscriber consents to the collection and monitoring of the Vehicle's telematics data by RAC, RAC's affiliates, and third parties acting on RAC's behalf, as further described in Section 23 of this Agreement.

RAC can also email Subscriber their Promotions via email I provided to use this Vehicle. Subscriber may opt out at any time. Subscriber authorizes lessor or his agent to process a credit card voucher, for charges incurred hereunder. Subscriber has read the terms and conditions on all pages on this agreement and agree thereto and also to return Vehicle to lessor or his agent on or before due back date and at place specified. The rate is only guaranteed for the original duration of the term as stated in the subscription agreement. All charges subject to Final Audit. Subscriber agrees to all terms on both pages on this Agreement.

DEPOSITS:

MILES ALLOTTED: 1000 /Month

****CHARGE SUMMARY****

0 Mile(s) @ \$ [REDACTED]
Hour(s) @ \$ [REDACTED]
Day(s) @ \$ [REDACTED]

1 Month(s) @ \$ [REDACTED] \$ [REDACTED]

EST TOTAL TIME & MILEAGE:

FUEL CHARGE @ /gal [REDACTED]
FL TAX @ [REDACTED] /Month
SURCHARGE @ [REDACTED] /Month

1 PAI/PEP @ \$ [REDACTED] /Month
1 SUPPLEMENTAL LIAB @ \$ [REDACTED] /Month
1 ROAD SIDE ASSIST @ \$ [REDACTED] /Month
1 MILEAGE PACKAGE @ \$ [REDACTED] 1X
30 LOSS DAMAGE WAIVER @ \$ [REDACTED] /Month

TOTAL ESTIMATED CHARGES:

SUBSCRIBER PAYMENTS: [REDACTED]
NET DUE FROM SUBSCRIBER: [REDACTED]
NET DUE FROM CO: [REDACTED]

Subscriber's Signature X: _____

Authorized Driver's Signature X: _____

My name is [REDACTED] it was a pleasure serving you today. I thank you for your business and kindly ask that you mention my name in any survey requests you may receive.

You can also visit our website, www.foxrentacar.com to provide us with feedback on your experience and find the best rates for your next rental

- 1. SUMMARY:** The subscription program is a vehicle subscription program offered by RAC whereby RAC makes a particular vehicle ("Vehicle") available to a subscriber ("Subscriber") during the applicable Term (as defined below), and Renewal Terms (as defined below). Under this Agreement, the Subscriber will be eligible to access and use one vehicle from the car class selected in the Subscriber's application, to be picked up at the location selected by Subscriber or, if applicable and chosen by the Subscriber, to be delivered to Subscriber (which may occur upon pick-up by Subscriber if such option is offered by RAC). There is no guaranty as to the specific vehicle Subscriber will receive, only as to the class of vehicle selected in the Subscriber application.
- 2. ELIGIBILITY:** In order for a Subscriber to enroll in the Subscription Program, a Subscriber must, at a minimum, meet the following requirements: (i) Meet RAC's general subscription requirements; (ii) be at least twenty five (25) years old, unless otherwise required by law; (iii) possess a valid U.S. Driver's License issued in Subscriber's name, displaying Subscriber's appearance, and that is not suspended, confiscated, revoked, or expired; (iv) possess and use for payment of any fees owed hereunder a valid bank-issued credit card (no pre-paid or debit cards) issued in Subscriber's name; and (v) possess a verifiable current email and physical address. Subscriber agrees to provide RAC with true, current, and accurate information, including, but not limited to, Subscriber's name, address, telephone number, email address, driver's license, and credit card information. Subscriber further hereby warrants that Subscriber's driver's license will be valid for the Term and all Renewal Terms. If at any time during the Term or Renewal Term a Subscriber does not meet the minimum requirements stated in this section, RAC shall be allowed to immediately terminate the Subscriber's subscription program in accordance with the terms of Section 12.
- 3. VEHICLE:** The Vehicle, which includes tires, rims, tools, equipment, accessories, and Vehicle documents does not belong to the Subscriber but is delivered to Subscriber only pursuant to the terms of this agreement and is in good operating condition. Subscriber is taking possession of Vehicle and any optional accessories "as is" and has had an adequate opportunity to inspect Vehicle and any optional accessories and their operation. **THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY VEHICLE COVERED BY THIS AGREEMENT.** Subscriber is liable for any damage to or loss of use of the Vehicle as permitted by law, including damage arising from any use by an unauthorized driver. Subscriber will be limited to one thousand (1,000) miles per month, with additional mileage packages available for purchase at the commencement of this Agreement. Subscriber will be charged \$0.20 per mile for every mile driven over the one thousand (1,000) mile monthly limit.
- 4. ADDITIONAL OPTIONAL ACCESSORIES:** Any additional optional accessories Subscriber may desire must be added at the commencement of this Agreement; additional optional accessories may not be added at a later time. If Subscriber wishes to add additional optional accessories during the Term, Subscriber must terminate this Agreement and re-execute this Agreement upon re-booking a new Vehicle.
- 5. VEHICLE MAINTENANCE:** If Subscriber has had possession of the Vehicle for longer than twenty-eight (28) days, Subscriber must reply to check-in emails or phone calls, from RAC regarding the condition of the Vehicle. Such emails must include accurate information regarding the operational status of the Vehicle and the Vehicle mileage. Subscriber shall notify RAC immediately of any Vehicle accidents, losses, breakdown, or maintenance needs, and other similar events. Subscriber shall immediately return the Vehicle to RAC upon any of the following circumstances (if the Vehicle is safe to drive): (i) if Subscriber encounters difficulties with the operation or performance of the Vehicle; (ii) upon notification that the Vehicle is subject to a recall; or (iii) upon termination of the subscription program for any reason; provided that, if the Vehicle is not safe to drive Subscriber must immediately notify RAC and make the Vehicle available for RAC to retrieve at the time reasonably designated by RAC. Furthermore, Subscriber acknowledges and agrees that Subscriber will be responsible for any amounts that RAC or any other party incurs to maintain, retrieve, and/or repair a Vehicle as a result of Subscriber's failure to maintain the vehicle in accordance with the terms set forth herein.
- 6. VEHICLE RETURN AND DAMAGE:** At RAC's sole discretion, RAC may request that Subscriber return or otherwise make available a Vehicle provided that RAC will give at least three (3) days prior notice to Subscriber. On the due date or upon demand, Subscriber will return the Vehicle in the same operating condition as received. If it (a) is not returned on the due date; (b) is illegally parked; (c) is used in violation of the law or of this Agreement; (d) is or appears to be abandoned, or (e) if Subscriber gave false or misleading information at time of their application, all charges for the repossession will be Subscriber's responsibility. **Warning:** If Subscriber fails to return the Vehicle on the due back date or within five (5) days after a written or oral demand to Subscriber (which demand, if in writing, shall be considered delivered after the delivery of a certified letter addressed to the residence or business address of Subscriber as shown on page 1), Subscriber will be deemed to be in unlawful possession of the Vehicle and to have authorized the issuance of a warrant for the arrest of Subscriber or any person possessing the Vehicle and may be charged with the violation of applicable statutes, including but not limited to 812.155, Florida Statutes. Allowing a person who is not an Authorized Driver to use the Vehicle is not an exercise of ordinary care, but a willful, and reckless act and a breach of this Agreement. Subscriber must report all accidents involving the Vehicle, theft of the Vehicle, and vandalism to us within twenty-four (24) hours of occurrence, and to the police as soon as Subscriber discovers them. Subscriber will not operate the Vehicle if it is damaged or in need of repair and will be responsible for all damage to the Vehicle resulting from such use. Subscriber is liable for all damages caused by snow chains, tow and trailer hitches, ski racks, and luggage toppers regardless of LDW. Subscriber will not permit any repair to or replacement of any part of the Vehicle without the prior consent of the RAC location, and Subscriber shall pay for all such unauthorized repairs and parts. Subscriber shall not allow liens upon Vehicle.
- 7. VEHICLE EXCHANGE:** During the Term and any subsequent Renewal Terms, Subscriber may exchange their Vehicle for another vehicle model on request, and subject to availability (a "Vehicle Swap"). Upon the first occurrence of a Vehicle Swap, no other charges will apply if Subscriber changes to a new vehicle within the same vehicle class. Subscriber will incur charges associated with any Vehicle Swap following the initial Vehicle Swap, regardless of whether the new vehicle is within the same vehicle class as the Vehicle or any swapped Vehicle. If Subscriber exchanges their Vehicle for a higher vehicle class than their current Vehicle, then Subscriber will be charged the monthly rate for the new vehicle category for the entire Term in which the exchange occurred and will be charged this new fee for all subsequent Renewal Terms. If Subscriber exchanges their Vehicle for a lower vehicle category than their current Vehicle, then the Subscriber will still be charged their previous Vehicle's monthly rate for the remainder of the Term and for all subsequent Renewal Terms. Subscriber must notify RAC of their intention to obtain a Vehicle Swap at least three (3) days prior to such Vehicle Swap occurring. Any Vehicle Swap must take place at an RAC location, as designated by RAC, in its sole discretion. In addition, RAC reserves the right, in its sole discretion, to require Subscriber to exchange their Vehicle on no less than three (3) days' notice.
- 8. AUTHORIZED DRIVERS:** The Vehicle may only be driven by Subscriber. With RAC's permission, the additional driver named on page 1 of this Agreement, if any, who has been instructed on the proper use of the Vehicle, may drive the Vehicle. Operation by an unauthorized driver voids any/all coverages and waivers.
- 9. USE RESTRICTION:** Subscriber will operate the Vehicle in a safe and prudent manner and will not permit the Vehicle to be used or operated by anyone (a) who is not a qualified, licensed driver at least twenty-five (25) years old and named on page 1 hereof, or whose license is invalid; (b) who obtains the Vehicle with misleading or false information; (c) to transport property for hire or to push or tow anything; (d) while engaged in any race, speed contest, or illegal purpose; (e) while committing or involved in the commission of a crime; (f) in a reckless, wanton, or negligent manner; (g) to carry hazardous or explosive substances; (h) on other than regularly maintained and paved roads; (i) who does not know how to operate it; (j) while intoxicated or under the influence of drugs, drowsy, or whose driving ability is impaired; (k) outside the state indicated in the Subscriber's application without RAC's prior written permission; (l) who leaves the keys in or does not properly lock and secure the Vehicle (excluding valet parking); (m) who has more people in the Vehicle than seat belts; (n) who loads the Vehicle beyond the manufacturer's designated gross vehicle weight; (o) where insufficient height or width clearance exists; (p) when further use of the Vehicle may cause it damage (warning light or flat tire, steam rising from engine, unusual noise).
- 10. LIABILITY FOR DAMAGE OR INJURY TO OTHERS:** RAC is in full compliance with the financial requirements of the state in which the Vehicle is offered by either self-insuring or the posting of a cash deposit. RAC's exposure for personal injury and property damage claims by third parties is the minimum limits required by state law. No other insurance or coverages are provided to Subscriber, or any authorized driver by this Agreement unless separately purchased at the time Subscriber takes possession of the Vehicle. If valid automobile liability insurance or self-insurance is available on any basis to Subscriber and such insurance or self-insurance satisfies the applicable state motor vehicle financial responsibility law, then RAC extends none of its motor vehicle financial responsibility. To the fullest extent permitted by law, Subscriber (and any authorized additional driver designated in this contract) agrees to hold RAC, its agents, employees and affiliates, harmless from any and all claims, losses, expenses and damages, including reasonable attorneys' fees, for injury or damage to persons or property of any kind or nature whatsoever (including death resulting from such injury), caused by, resulting from, arising out of, or occurring in connection with the use of the Vehicle pursuant to this contract. Subscriber agrees to cooperate fully in the investigation and defense of any accident claim or lawsuit. Subscriber will defend and indemnify RAC, holding them harmless from all loss, liability, and expense of the coverages available under the terms of this Agreement.
- 11. LIMITATION OF LIABILITY:** IN NO EVENT SHALL RAC, OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT RAC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED OR (iv) WHETHER ALL OTHER REMEDIES HAVE FAILED OF THEIR ESSENTIAL PURPOSE. RAC'S MAXIMUM LIABILITY FOR DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL AGGREGATE FEES PAID BY SUBSCRIBER IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY LAW, RAC SHALL MAINTAIN THE RIGHT TO PURSUE SUBSCRIBER FOR LOSS OF USE, DIMINISHMENT OF VALUE AND ADMINISTRATIVE FEES; PROVIDED THAT NOTHING IN THIS AGREEMENT LIMITS OR DISCLAIMS ANY WARRANTY OR LIABILITY THAT CANNOT BE LIMITED OR DISCLAIMED PURSUANT TO APPLICABLE LAW.
- 12. TERM AND RENEWAL TERMS:** The Term of this Agreement shall begin immediately upon the date Subscriber indicates they will pick up the Vehicle on their application, or, if applicable, on the date the Subscriber chose for the delivery of the Vehicle. Should Subscriber choose to wait longer, pick up, or accept delivery of the Vehicle at a later time, the Term will still begin on the date Subscriber originally selected for pick up or delivery of the Vehicle in their application. The initial term will continue in full force for either one (1) calendar month or three (3) calendar months, as designated on page 1 of this Agreement (the "Term"). Following the Term, this Agreement shall automatically renew for additional, successive one (1) calendar month terms (each a "Renewal Term"), until the aggregate Term has reached twelve (12) calendar months, unless terminated in accordance with the terms of Section 13 below. Under no circumstances shall the Term, along with any combined Renewal Terms, exceed a total of twelve (12) months.
- 13. TERMINATION:** RAC may, in its sole discretion, terminate this Agreement with or without cause upon no less than thirty (30) days written notice to Subscriber. However, RAC may, in its sole discretion, terminate this Agreement immediately upon written notice to Subscriber if Subscriber materially breaches these terms and conditions and fails to cure such breach, if

curable, within ten (10) days. Subscriber may terminate their subscription program by providing written notice no less than fourteen (14) days prior to the expiration of the Term, or any subsequent Renewal Term, by calling into the RAC customer care center at (415) 523-6320. If Subscriber terminates the subscription program prior to the expiration of the Term, or any subsequent Renewal Terms, Subscriber will be charged the full price of the agreed subscription period. In the event of any termination, Subscriber shall return the Vehicle in accordance with the terms of Section 6.

14. ARBITRATION: Except for claims for property damage, personal injury, or death, ANY DISPUTES BETWEEN OR AMONGST SUBSCRIBER, RAC, ATS PROCESSING SERVICES, LLC, PLATEPASS, LLC, AND EACH OF THEIR RESPECTIVE AFFILIATES MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. SUBSCRIBER AND RAC WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION EITHER AS A CLASS REPRESENTATIVE OR A CLASS MEMBER. Subscriber and RAC remain free to bring any issues to the attention of government agencies. This Arbitration Provision's scope is broad and includes without limitation, any claims relating to any aspect of the relationship between Subscriber and RAC. In any arbitration, all issues are for the arbitrator to decide, including jurisdiction, and any objections with respect to the existence, scope, or validity of this Arbitration Provision. The arbitration will take place in the county of Subscriber's billing address unless otherwise agreed. The American Arbitration Association will administer any arbitration pursuant to its Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes. For additional details regarding Arbitration, or to opt out, please see www.foxrentacar.com/arbitration.

15. LOSS DAMAGE WAIVER (LDW) EXCEPTIONS: LDW will not protect Subscriber if damage or loss results from Subscriber's: (a) intentional, willful, wanton, or reckless conduct; (b) operation of the Vehicle under the influence of drugs or alcohol in violation of Florida law; (c) towing or pushing anything; or (d) operation of the Vehicle on an unpaved road if damage or loss is a direct result of the road or driving conditions. LDW will not protect Subscriber if damage or loss occurs while the Vehicle is: (a) used for commercial hire; (b) used in connection with conduct that could be properly charged as a felony; (c) involved in a speed test or contest, or in driver training activity; (d) operated by person other than an Authorized Driver; or (e) operated outside the U.S. LDW will not protect Subscriber if Subscriber has: (a) provided fraudulent information to RAC; or (b) provided false information and RAC would have not approved the Subscriber's application if RAC had received true information. LDW acceptance does not cover damages to vehicles owned or controlled by Subscriber.

16. FEES: For each Term, and Renewal Term, Subscriber will be charged a monthly rate ("Monthly Rate"). The amount of the Monthly Rate will depend on the car class selected by the Subscriber in their application. The Monthly Rate will be provided in Subscriber's Application. The Monthly Rate shall be due and charged at the beginning of the Term and be charged automatically at the beginning of every subsequent Renewal Term, as applicable. If Subscriber cancels the subscription program in the middle of the Term or Renewal Term, Subscriber will still be liable for the entire amount due for that Term or Renewal Term. Additionally, Subscriber will be charged taxes, surcharges, and other fees for RAC based on factors such as Subscriber activity and the tax jurisdiction in which the vehicle was made available to Subscriber during each Term and Renewal Term. Tax charges will be charged to the Subscriber concurrently with the Monthly Rate. Subscriber understands and agrees that Subscriber is responsible for payment of all tolls, fines, and violations, and you hereby authorize RAC to release your subscription program payment card and personal information to ATS Processing Services, LLC, PlatePass, LLC, and their affiliates (collectively, "ATS") for the exclusive purpose of processing and billing for parking or traffic fines, penalties, and/or toll charges, plus a service fee up to: (a) \$40 for each parking or traffic infraction; and (b) \$15 for each toll (up to a maximum service fee of \$90 for tolls) incurred during the Term or Renewal Term. If you purchased PlatePass and you utilize cashless toll roads: (a) throughout FL, CO, NC, GA, and TX; (b) on the SF Bay Area Bridges in N. CA and State Routes 73, 133, 241, and 261 in S. CA; and (c) on the Tacoma Narrows and SR 520 Bridges in WA (collectively, the "Toll Roads"), then you will pay no additional fee for using the Toll Roads. Except for the Toll Roads, you understand and agree that you must pay for all other toll roads yourself to avoid service fees. In connection with your tolls and citations, you authorize ATS to: (a) contact you; (b) contact toll or citation issuing authorities; (c) share your information with toll or citation issuing authorities; and/or (d) transfer liability of any toll or violation to you. In some jurisdictions, toll or violation liability may not be transferred and you may lose the right to contest it.

17. PAYMENT: Unless otherwise restricted by applicable law, Subscriber shall be charged for all applicable fees via the payment method Subscriber provided in the application. At the time of the commencement of this Agreement, RAC shall charge Subscriber for the Monthly Rate for the Term; RAC shall also charge Subscriber the deposit amount within twenty-four (24) hours after the commencement of this Agreement. The deposit amount shall be used to cover any fees or costs related to missing fuel, additional mileage, or other incidentals, issues or damage to the Vehicle assessed by RAC, in its sole discretion, upon the Vehicle's return. Any portion of the deposit that remains following RAC's assessment of such charges shall be returned to Subscriber's original payment method within thirty (30) days following Subscriber's return of the Vehicle. Subscriber will pay on demand all fees due hereunder. All fees are subject to final audit, and if an error is found, either party shall promptly pay or credit the other to correct the error. If Subscriber has indicated that a third party will pay for fees due and payment is not made, Subscriber will pay on demand. Subscriber consents to the reservation of credit, by credit card issuer, up to the amount of the estimated charges due under this Agreement and authorizes the RAC location to process a credit card voucher in Subscriber's name for all charges under this Agreement and to release information concerning Subscriber to credit card issuer. Subscriber will pay interest at the highest rate permitted by the law on any past due charges and will also pay any collections costs, including reasonable attorney's fees and all court costs if all charges are not paid when due.

18. RELEASE OF INFORMATION TO THIRD PARTIES: Subscriber agrees RAC may, and Subscriber expressly authorizes RAC to, provide information in RAC's possession about Subscriber, including, but not limited to, Subscriber's name, address, driver's license and/or credit/debit card information, to applicable authorities or other third parties, in connection with RAC's enforcement of its rights under this Agreement, including as described above under Paragraph 8, above, and the front of this Agreement.

19. SUBSCRIBER RESPONSIBILITY FOR PROPERTY: Subscriber is solely responsible for any property left or stored in the Vehicle, shuttle bus, or anywhere at the RAC location, no matter who received, stored or handled the property. RAC shall have a lien on Subscriber's property transported in the Vehicle for all charges and expenses incurred.

20. THIRD PARTY PROCEEDS: If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Subscriber under this Agreement, Subscriber hereby assigns to RAC Subscriber's right to receive such payment. Only those amounts actually paid by a third party to RAC shall reduce the amount owed by Subscriber. Subscriber remains responsible for all charges not paid by third parties, including but not limited to upgrades, optional products, extra days, and all other charges.

21. POWER OF ATTORNEY: Subscriber hereby grants and appoints to RAC a limited power of attorney: (a) to present insurance claims of any type to Subscriber's insurance carrier and/or credit card company if (i) the Vehicle is damaged, lost or stolen during the Term or Renewal Term, and if Subscriber fails to pay for any damages, or (ii) any liability claims against RAC arise in connection with this subscription program and Subscriber fails to defend, indemnify and hold RAC harmless from such claims; and (b) to endorse Subscriber's name for RAC to receive insurance, credit card or debit card payments directly for any such claims, liabilities or charges.

22. LIMITATION OF REMEDIES: RAC shall have no liability for indirect, special, consequential or punitive damages arising in connection with the furnishings, performance or use of the Vehicle, or for any claim based upon RAC's alleged breach of this Agreement. If the Vehicle has any mechanical failure or other failure not caused by Subscriber and if RAC is liable under applicable law for such breach or Vehicle failure, RAC's sole liability to Subscriber and Subscriber's sole remedy is the substitution of another similar vehicle by RAC to Subscriber and to recovery by Subscriber of the pro rata daily rate for the period in which Subscriber did not have use of the Vehicle or substitute Vehicle.

23. GPS NOTICE AND RELEASE: The Vehicle may be equipped with a telematics system that may include, but may not be limited to, GPS technology, an event data recorder, or another telematics system which is designed to remotely monitor the Vehicle location and odometer readings for RAC's inventory control. This telematics system is neither designed nor intended to prevent any accident, crime or misuse of the Vehicle. Subscriber and any Authorized Driver consent to this privileged use of information and that it is not actionable at law. Subscriber acknowledges that such systems utilize cellular telephone and/or radio signals to transmit data and communication and, therefore, privacy cannot be guaranteed. Subscriber expressly consents to the telematics system in the Vehicle and acknowledges and agrees that: (a) Subscriber has no expectation of privacy related to the use of the Vehicle; (b) RAC is not responsible for the operability of the telematics system; (c) to the extent permissible by law, RAC, RAC's affiliates, and third parties acting on RAC's behalf: (i) may have access to the information supplied by the telematics system, including, but not limited to: location, automatic crash notification, operational, mileage, diagnostic vehicle health data, tolling (if permitted by law), performance, and driver behavior; and (ii) may monitor the Vehicle or disclose such information to the extent permitted by law; and (d) it is Subscriber's obligation to inform any and all Authorized Drivers and passengers of the terms of this paragraph. The Vehicle also may be equipped with a system that permits Subscriber to pair their own mobile devices and that may download Subscriber's personal contacts, communications, location or other digital data. Subscriber should delete all personal information from the Vehicle's systems before returning it and releases RAC from any and all damages to persons or property caused by failure of the telematics system or by Subscriber's failure to delete all personal information before returning the Vehicle.

24. ELECTRONIC CONSENT AND COMMUNICATION: To the fullest extent permitted by applicable law, this Agreement, and any notice or other communications (including, without limitation, by e-mail) regarding access to and/or use of the subscription program, may be provided to Subscriber electronically, and Subscriber hereby agrees to receive electronic communications from RAC in an electronic form. Electronic communications may, and will, be delivered to the email address provided by the Subscriber in their application. All communications in electronic format will be considered to be in "writing." Subscriber expressly agrees that any notice or other communications required under this Agreement may be given in email form. In addition, Subscriber expressly agrees that it is Subscriber's sole responsibility to keep Subscriber's email address accurate and up-to-date by providing RAC with written notice of any changes to the same, and that RAC may reasonably assume that any communications sent to an email address provided will be received by Subscriber. Subscriber's consent to receive communications electronically is valid until Subscriber revokes his or her consent.

25. MISCELLANEOUS: Subscriber will defend and indemnify RAC and hold RAC harmless from all claims, demands and lawsuits related to: (1) a warrant for the arrest of Subscriber or any person operating the Vehicle; (2) any action by RAC to enforce the terms of this Agreement; and (3) Subscriber's breach of this Agreement. Subscriber shall not be considered the agent, servant, or RAC employee. Subscriber agrees that this Agreement can only be modified in writing if signed by both RAC and Subscriber. This Agreement shall be construed with and governed by the laws of Florida. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect any other provisions hereof. If the Vehicle is returned with less fuel than when delivered to Subscriber, the charge shall be at the fuel price set forth in this Agreement and measured by RAC's estimated difference in fuel level shown on the fuel gauge from the time Vehicle is delivered to Subscriber to the time it is returned. Subscriber shall not receive a refund or credit if Vehicle is returned with more fuel than when Subscriber received it. If Subscriber purchases Pre Paid Fuel, then Subscriber's fuel charge shall be the per gallon charge multiplied by the fuel tank capacity of Vehicle. Subscriber shall not receive a refund or credit for any unused fuel. The expiration or termination of this Agreement shall not relieve Subscriber from the obligations contained herein which accrue prior to the expiration or termination of the same, all of which shall survive this Agreement. This Agreement sets forth the entire and exclusive agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous understandings, negotiations and agreements, whether written or oral, between the parties regarding the subject matter hereof. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS

OF THIS AGREEMENT AND THOSE OF ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE TERMS OF THIS AGREEMENT WILL SUPERSEDE AND CONTROL.