

ADDITIONAL TERMS AND CONDITIONS

The Contract will govern your rental of the Vehicle from us for the Rental Period. The "Contract" is made up of these Additional Terms and Conditions and the Rental Agreement Summary that we provide to you in connection with your rental (the "Summary"), as well as the description of potential fees and charges you may be required to pay (the "Fee Schedule") <https://www.enterprise.com/fees>, the Privacy Policy <https://privacy.ehi.com/en-us/home.html>, and the Vehicle Condition and Equipment Report that we provide you in connection with your rental ("VCER"), all of which are incorporated by reference into these Additional Terms and Conditions as if fully set forth in this document. The Summary will control if there are discrepancies between it and these Additional Terms and Conditions. You and us are the only parties to the Contract, regardless of whether a third party may have been involved in arranging, negotiating, or paying for the rental.

1. **Definitions:** For purposes of the Contract, the following terms are specifically defined:

- a. "Additional Authorized Driver(s)" means any individuals besides you who we permit to operate the Vehicle, including (i) the Authorized Drivers, and (ii) Additional Authorized Drivers identified on the Summary or otherwise agreed to by us in writing.
- b. "Authorized Drivers" means your spouse or domestic partner, as long as they have your permission, meet the minimum rental age, and hold a valid driver's license.
- c. "Dollars" or "\$" means (i) US Dollars, if your Rental Location is in the United States, or (ii) Canadian Dollars, if your Rental Location is in Canada.
- d. "Optional Accessories" means the accessories listed on the Summary or that you otherwise accepted, which may include, child seats, non-pre-installed global positioning systems and similar products and services, ski racks, toll transponders, pads, straps, hand trucks, and other similar equipment.
- e. "Owner," "us", or "we" means the Owner identified on the Summary.
- f. "Rental Location" means the rental location identified on the Summary.
- g. "Rental Period" means the period between the time you take possession of the Vehicle and the time we check in the Vehicle after you return it or it is otherwise recovered. However, in no event shall the Rental Period extend beyond [28] days. If a rental is ongoing for [28] days, you acknowledge that keeping the Vehicle beyond the end of the [28th] day is your consent to a new Rental Period subject to the terms and conditions in the original Contract and that may be assigned a new rental agreement number.
- h. "Renter," "you," or "your" means the Renter identified on the Summary.
- i. "Return Location" means the return location identified on the Summary.
- j. "Truck" means any Vehicle rented under the Enterprise Truck Rental brand.
- k. "Vehicle" means the vehicle identified on the Summary or any replacement vehicle(s), inclusive of the vehicle as equipped and furnished by the manufacturer and any equipment, part, or accessory added by Owner, including, as applicable, keys, key fobs, transponders, and electric vehicle charging cables.

2. **What You Must Pay Us.**

- a. Summary Charges. You must pay us, our affiliates, or agents all amounts listed on the Summary. Unless expressly modified on the Summary, (1) all charges are for a minimum of 1 day, and (2) "day" means each consecutive 24-hour period beginning at the Rental Time on the Summary.
- b. Additional Charges. In addition to the amounts listed on the Summary, you may also be required to pay us, our affiliates, or agents the amounts listed on the Fee Schedule <https://www.enterprise.com/fees>, if applicable and not prohibited by law. The Fee Schedule forms part of the Contract and is incorporated by reference into these Additional Terms and Conditions as if fully set forth in this document.
- c. Toll and Related Fees. We may charge you (i) a Tollpass Service Charge of up to \$7.00 per day that you drive the Vehicle on a Tollpass Service area covered toll road if a toll collection transponder is pre-installed in the Vehicle or tolls are video-monitored (not to exceed \$35.00 per Rental Period) or a Tollpass Device rental fee of up to \$7.00 per day of the Rental Period, regardless of whether you drive the Vehicle on a Tollpass Service area covered toll road, if a toll collection transponder is available and rented from the Rental Location (not to exceed \$35.00 per Rental Period), plus (ii) the actual cost of each toll incurred during the Rental Period at the cash toll rate or the highest undiscounted toll rate. As the Tollpass Service is optional, to avoid toll charges and related fees, you may use toll-free roads, pay tolls with cash (where available), or use any of the other methods described on our website, or in our toll brochures. A current list of Tollpass Service area covered roads is

available at www.tollpassgo.com or (877) 765-5201. If you use a toll road not covered by the Tollpass Service, you may be subject to other fines and penalties as described in Section 2.b above.

- d. **Your Acknowledgements.** With respect to any and all amounts you owe us under the Contract, you specifically acknowledge, authorize, and agree as follows:
- (1) **WE OR OUR AFFILIATE MAY PROVIDE YOUR NAME, ADDRESS, CREDIT CARD AND/OR DEBIT CARD INFORMATION, AND ALL OTHER NECESSARY INFORMATION TO ANY THIRD PARTY TO ENABLE COLLECTION OF OR TRANSFER LIABILITY FOR SUCH AMOUNTS, AND WE MAY DO SO WITHOUT ADDITIONAL NOTICE TO YOU.**
 - (2) **IF YOU PRESENT A CREDIT CARD OR DEBIT CARD AS A MEANS OF PAYMENT, DEPOSIT OR SECURITY, WE, OUR AFFILIATE, OR A THIRD PARTY MAY SUBMIT ALL AMOUNTS OWED UNDER THE CONTRACT FOR PAYMENT ON SUCH CARD(S), INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT. IF WE INITIATE ANY CHARGE THAT IS DISHONORED, WE MAY RE-INITIATE THE CHARGE WITHOUT YOUR FURTHER AUTHORIZATION.**
 - (3) We will take the amount on the Summary as an authorization or sale. Those funds will not be available to you until after the Vehicle is returned. We may take one or more incremental authorizations and/or deposits during the Rental Period if you incur additional charges.
 - (4) All amounts are subject to our final audit. Final amounts charged to your card may exceed amounts shown on the Summary if you incur additional charges.
 - (5) If a third party, such as an insurance company, authorizes payment of any amount owed by you under the Contract, by entering into the Contract you assign to us your right to receive such payment. Only those amounts actually paid to us by a third party will reduce the amount you owe under the Contract. Third party payments may be applied to: (i) vehicle upgrades or optional products (beyond those provided by the third party) or (ii) rental days beyond those specified by the third party. You remain responsible for all charges not paid by third parties, such as charges for vehicle upgrades, optional products, extra rental days, distance (mile or kilometre), fuel, and all other charges.
- e. **Our Right to Set Off.** We reserve the right to set off or deduct from any amounts we may owe you under the Contract and any amounts you owe us under the Contract. Once we have determined the full extent of the amounts you owe us, we will attempt to refund any excess amounts collected from you within 20 business days. For payments made by cash, check or money order, refunds will be by check.

3. Who Owns the Vehicle and the Vehicle's Condition.

- a. **Who Owns the Vehicle.** The Vehicle and any Optional Accessories are our or our affiliate's property, whether by ownership, beneficial interest, or lease, and even if owned, registered or titled to a third party. You are not our agent and have no authority to bind us.
- b. **The Vehicle's Condition.**
 - (1) You agree that you received the Vehicle and any Optional Accessories in good physical and mechanical condition. YOU ARE TAKING POSSESSION OF THE VEHICLE AND ANY OPTIONAL ACCESSORIES "AS-IS" AND AGREE THAT YOU HAVE HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE VEHICLE AND ANY OPTIONAL ACCESSORIES AND THEIR OPERATION. WHERE PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES AND CONDITIONS, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE AND ANY OPTIONAL ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES AND CONDITIONS UNDER APPLICABLE SALE OF GOODS LAWS. You shall not alter or tamper with the Vehicle or any Optional Accessories. If you or an AAD determines the Vehicle or any Optional Accessories is unsafe or if any Vehicle warning lights turn on, you or the AAD shall stop operating the Vehicle and any Optional Accessories and notify us immediately.
 - (2) If your Vehicle is a Truck, the following also apply:
 - (i) When required by applicable law, you must perform a daily inspection of the Vehicle, including (but not limited to): (a) inspecting the Vehicle to identify any damage or potential safety concern; (b) inspecting headlights, running lights, brake lights, and turn signals, and ensuring proper operation; (c) checking and maintaining all fluid level, including the hub oil level, if applicable; (d) checking tires to ensure proper tread depth and tire wear; and (e) checking and maintaining tire pressure per the manufacturer's recommendations. Tire failure due to incorrect pressure will be your

responsibility. If the State, Province, or Territory in which you operate the Vehicle has issued a standardized inspection schedule or minimum inspection requirements, you must follow that. Any inspection checklist that we may provide you is for reference only, and you are solely responsible for compliance with all applicable inspection requirements, including any requirement to maintain or cause AAD(s) to maintain a record of your or their daily inspections.

- (ii) You must make the Vehicle available for required inspection and/or maintenance. If we need access to the Vehicle immediately (for example, because of a manufacturer recall), you must make the Vehicle available immediately. If we do not need access immediately, we will give you no less than 3 business days' prior notice. If you do not make the Vehicle available according to the previous sentences, you will be responsible for the costs of all such maintenance, as well as any related damage arising from your delay in making the Vehicle available. You agree to provide us with distance (mile or kilometre) updates on the Vehicle upon our request. If the Vehicle's ABS light is illuminated, you must immediately check the hub oil, if applicable. To obtain an accurate reading of the hub oil level, the Vehicle must be on level ground with the wheels pointed straight. If, at any time, including during a daily inspection, you determine that the hub oil is below the minimum level as indicated on the hubcap window or there appears to be a leak, you may not drive the Vehicle and must have it towed to a repair shop designated by us.
- (iii) If you receive a VCER at the time of your rental, it will form part of the Contract and is incorporated by reference into these Additional Terms and Conditions as if fully set forth in this document. These Additional Terms and Conditions will control if there are discrepancies between it and the VCER.

4. What You May and May Not do With the Vehicle.

- a. What You May do With the Vehicle. You may use the Vehicle during the Rental Period in accordance with the terms of this Contract and all applicable laws. You must return the Vehicle and any Optional Accessories to us on the return date or on our demand at the Return Location and in the same condition as received (ordinary wear and tear excepted). You may not mark the outside of the Vehicle unless directed by us or as otherwise required by applicable law. All such markings must be removed prior to returning the Vehicle, but you must not remove or alter our name or trademarks appearing on the outside of the Vehicle without our permission.
- b. What You May Not do With the Vehicle. You may not do any of the following with, to, or in connection with the Vehicle, and you further acknowledge that doing so may void PEC, EP, SLP, and PAI to the extent permitted by applicable law:
 - (1) Use the Vehicle for any illegal purpose or in any illegal, fraudulent, or reckless manner, such as (i) in a race or speed contest, (ii) to tow or push anything without our prior written permission, (iii) to store or transport explosives, chemicals, corrosives, or any other hazardous materials or pollutants, (iv) by any person impaired by or under the influence of narcotics, alcohol, intoxicants, or drugs, used with or without a prescription, (v) to carry passengers in excess of the number of seat belts or outside the passenger compartment, (vi) in areas of civil unrest, including labor strike areas, (vii) without sufficient levels and types of fuel, coolants, lubricants, and other fluids, or (viii) except in an emergency, on anything other than a paved public highway or suitable graded private or public road or driveway or over bridges posted for a maximum of 3 tons (2,721.55 kilograms) or less;
 - (2) Allow any of the following to operate the Vehicle: (i) any person other than you or AAD(s) without our prior written consent, (ii) anyone who has given a fictitious name, false address, false or invalid driver's license, or who has misrepresented or withheld material facts from us in connection with the rental, (iii) anyone whose driver's license becomes invalid during the Rental Period, or (v) anyone who has obtained the keys without our permission;
 - (3) Transport persons for hire, as a school bus, or for driver training or testing;
 - (4) Transport goods or products for hire as a common carrier, a contract carrier or private carrier of property UNLESS (i) you obtain bodily injury and property damage liability insurance required of a motor carrier by all applicable authorities where the Vehicle is rented and operated, if different, (ii) upon our request, you provide satisfactory evidence of such insurance with us as an additional named insured and loss payee on the policy, and (iii) you and AAD(s) hold a valid class license for that purpose that complies with all applicable laws;
 - (5) Modify the Vehicle or any Optional Accessories, including by removing any seats from the Vehicle;
 - (6) Operate the Vehicle in a manner that violates the manufacturer's specifications and guidelines, including by loading it in excess of its Gross Vehicle Weight Rating ("GVWR") as indicated on the driver side door jam or with an improperly or unevenly divided load;

- (7) Transfer or assign the Contract or sublease Vehicle, and any attempt to do so will be null and void;
- (8) Test the Vehicle's technological components or capabilities; or
- (9) Take the Vehicle into Mexico without prior written consent. Even if we do consent (i) you must maintain or purchase insurance that applies in Mexico as we specify or approve prior to taking the Vehicle to Mexico, and (ii) DW, PEC, and SLP (as defined in Section 5 below) do not apply to accidents or events that occur in Mexico.
- (10) If your Vehicle is a Truck, the following also apply: (i) use the Vehicle other than in the ordinary course of your business, or (ii) in interstate commerce unless you are properly licensed and authorized by all applicable authorities.
- c. If you use the Vehicle in a prohibited manner or violate any other provision of the Contract, we may immediately terminate your right to use the Vehicle without any further notice to you or AAD(s). In that case, we would have the right to seize the Vehicle without legal process or notice to you or AAD(s). We would also retain all of our other rights or remedies provided by law. By entering into the Contract, you and AAD(s) waive all claims for damages connected with our seizure, including loss or damage to contents or cargo, and shall pay all expenses we incur in returning the Vehicle to the Return Location.
- d. If you or AAD(s) continue to operate the Vehicle after we have terminated your right to do so, we may notify police the Vehicle has been stolen. By entering into the Contract, you and AAD(s) agree to release and discharge us from and indemnify, defend and hold us harmless against any liability arising from such notice. You also remain responsible for all charges, costs, taxes, fees, and obligations as set forth in Section 2.

5. What Happens if the Vehicle is Damaged or Causes Damage.

- a. Your Obligation to Report Accidents / Damage and Cooperate. You must report accidents, damage, loss or theft of the Vehicle to us immediately (and in no event later than the next business day following the accident and/or damage). You and AAD(s) must immediately deliver to the Rental Location every process, pleading or paper relating to any claims, suits, or proceedings arising from such accident, damage, loss, or theft. In the event of a claim, suit, or legal proceeding, you, AAD(s) and all other parties seeking benefits pursuant to the Contract shall cooperate fully with us and our representatives. You shall be responsible for assisting us in obtaining any necessary cooperation from an AAD. Cooperation may include (i) participating in examinations under oath, (ii) furnishing a signed statement of testimony, (iii) providing written or oral statements under oath, and (iv) any other matters we deem related to the adjustment of the claim, suit or proceeding. The Vehicle may be equipped with an Event Data Recorder (EDR), infotainment system and/or similar technology for the purpose of recording data about the operation and use of the Vehicle. To the extent permitted by law, you consent to us, our affiliate, or our representatives retrieving and using such data from the EDR or other technology, including during the adjustment of any claim, suit, or legal proceeding.
- b. Your Responsibility to US. Except as restricted, modified or limited by applicable law, you accept responsibility for damage to, loss, modification or theft of, the Vehicle and Optional Accessories occurring during the Rental Period, regardless of whether you or another person were at fault or negligent, or if there was an act of God (i.e., an event out of anyone's reasonable control). If you return the Vehicle outside of the Return Location's business hours or to a location other than the Return Location, you acknowledge that this includes any damage to, loss, modification or theft that may occur before we check in the Vehicle. You must pay us the following amounts:
 - (i) With respect to the Vehicle:
 - (a) If we determine the Vehicle may be repaired (which repair you may not have done without our permission):
 - (1) the amount necessary to repair the Vehicle; plus
 - (2) a sum for loss of use (regardless of fleet utilization) equal to the total labor hours from the repair estimate divided by a number no less than 3 multiplied by the daily rate on the Summary; plus
 - (3) an administrative fee of up to \$150; plus
 - (4) if the damage to the Vehicle is \$500 or more, a sum for diminishment of value equal to 10% of the repair estimate.
 - (b) If the Vehicle is not returned, stolen, and not recovered, or if we determine the Vehicle is salvage:
 - (1) the fair market value of the Vehicle (which shall be equal to its retail value immediately before the loss) minus any sale proceeds, plus
 - (2) a sum for loss of use (regardless of fleet utilization) equal to 15 days multiplied by the daily rate on the Summary.
 - (ii) With respect to the Optional Accessories:

- (a) If we determine the Optional Accessories may be repaired (which repair you may not have done without our permission), the amount necessary to repair them.
 - (b) If the Optional Accessories are not returned or if we determine they cannot be repaired, their replacement cost (for Rental Locations in the United States) or fair market value (for Rental Locations in Canada).
- (iii) In addition to the amounts owed under (i) and (ii), if applicable, you must also pay or reimburse us for:
 - (a) All towing, storage or impound fees, and other costs we incur to recover the Vehicle and to establish damages, and
 - (b) Any taxes, fees and other mandatory charges imposed by governmental and/or airport authorities.
- c. Your Responsibility to Third Parties. We or our affiliate comply with applicable motor vehicle financial responsibility laws as an insured, self-insurer, bondholder, or cash depositor. Except as required by applicable law, neither we nor our affiliate extend any of our motor vehicle financial responsibility or provide insurance coverage to you, AAD(s), passengers or third parties through the Contract. If liability insurance or self-insurance is available on any basis to you, AAD(s) or any other driver and such insurance or self-insurance satisfies the applicable motor vehicle financial responsibility law, then we or our affiliate extend none of our motor vehicle financial responsibility. In the event of an accident or occurrence that may cause legal liability to be imposed on us, our affiliate, you, and driver, and to the extent permitted under applicable law, motor vehicle liability insurance available to you is primary coverage and must respond to the liability of us, our affiliate, you, and driver. If we or our affiliate are required by applicable law to extend our insurance or motor vehicle financial responsibility and you and AAD(s) are in compliance with the terms and conditions of the Contract, then our or our affiliate's obligation is limited to the applicable minimum financial responsibility amounts. Any such extension of our or our affiliate's motor vehicle financial responsibility shall not include a duty to defend you or any AAD unless required by law. Also, unless we or our affiliate are required by applicable law, our or our affiliate's financial responsibility does not provide coverage for, nor extend to any of the following: (1) any claim made by a passenger in the Vehicle; (2) liability imposed or assumed by anyone under any worker's compensation act, plan or contract; (3) punitive or exemplary damages (which include damages imposed to punish a wrongdoer or deter others from similar conduct) or costs, interest, or damages attributable to them; (4) fines; (5) penalties; (6) treble damages; or (7) multiplied or multiple damages imposed on any permissive operator. The punitive damage exclusion shall further apply to any claim for uninsured or underinsured motorist coverages. If you misrepresent information, provide us or our representatives with false or misleading information, or refuse to cooperate with us or our representatives during any claim, suit or proceeding, such claim may be denied.
- d. Your Obligation to Indemnify Us. You must indemnify and hold us and our affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, judgements, settlements, and other fees, costs and expenses that we or our affiliate(s) incur (including those we incur in relation to third parties) that arise in any manner from this rental transaction, any towing, or from anyone's use of the Vehicle or Optional Accessories. You may present a claim to your insurance carrier for such losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, judgements, settlements, and other fees, costs, and expenses; but, in any event, you will be ultimately responsible to us and our affiliate(s) for all such losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, judgements, settlements, and other fees, costs, and expenses. Your obligation under this paragraph may be limited if you purchase optional DW, EP, and/or optional SLP to the extent they apply.
- e. Optional Products that May Mitigate Your Responsibility or Enhance Your Rental.

(1) Optional Damage Waiver.

THE CONTRACT OR OTHER OF OUR MATERIALS MAY REFER TO DAMAGE WAIVER (DW), COLLISION DAMAGE WAIVER (CDW), OR LOSS DAMAGE WAIVER (LDW). THEY ALL REFER TO THE SAME PRODUCT AND WILL BE CALLED DAMAGE WAIVER OR DW IN THIS SUMMARY. DW IS NOT INSURANCE. THE PURCHASE OF DW IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

You may purchase optional DW from us for an additional fee. If you purchase DW, we agree, subject to the actions that invalidate DW and the situations excluded from DW listed below, to contractually waive your damage responsibility for all or part of the cost of damage to, loss or theft of, the Vehicle and related costs, regardless of whether you were at fault or negligent. Our contractual waiver is limited to the amount initialed on the Summary, where applicable. If your Rental Location is in Canada, you may be able to purchase optional DW covering damage to the front windshield only. When deciding whether or not to purchase DW, you may wish to check with your insurance representative or credit card company to determine

whether, in the event of damage to, or theft of, the Vehicle, you have coverage or protection for such damage or theft and the amount of your deductible or out-of-pocket risk.

The following shall invalidate DW and you will be responsible for damage to, loss or theft of the Vehicle:

- a. if the Vehicle is damaged when used or driven:
 - (1) by any person other than you or AAD(s) without our prior written consent;
 - (2) by any person if there is reasonable evidence the driver was impaired by or under the influence of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription;
 - (3) by any person committing a felony, indictable offense, or otherwise engaged in a criminal act;
 - (4) in a race or speed contest;
 - (5) to tow or push anything without our prior written permission or in violation of the manufacturer's specifications;
 - (6) outside the States, Provinces, or Territories authorized on the Summary, if applicable;
 - (7) under authority of any driver's license that is suspended, revoked, invalid, or does not belong to the driver;
 - (8) to transport persons or property for hire;
 - (9) in a wanton or reckless manner of if Vehicle is deliberately damaged;
 - (10) except in an emergency, on anything other than a paved public highway or suitable graded private or public road or driveway, or over bridges posted for a maximum of 3 tons (2,721.55 kilograms) or less;
 - (11) to transport explosives, chemicals, corrosives, medical waste, or other hazardous materials or pollutants of any kind;
 - (12) in areas of civil unrest, including labor strike areas;
 - (13) in violation of applicable hours of service regulations;
 - (14) with the Vehicle loaded in excess of its GVWR;
 - (15) after the illumination of Vehicle warning lights and the damage is a result of the continued operation;
- b. if you misrepresent facts to us pertaining to the rental, use, or operation of the Vehicle whether before or after any loss or damage;
- c. if the Vehicle's interior components are stolen or damaged when the Vehicle is unlocked, or keys are not secured;
- d. if you fail to report or refuse to provide us, police, or other authorities with a full report of any accident or vandalism involving the Vehicle or otherwise fail to cooperate with us, police, or other authorities in the investigation of any accident or vandalism; or
- e. if the Vehicle is stolen and you fail to do any of the following:
 - (1) return the original ignition keys and our key tag identifying the Vehicle;
 - (2) file a police report within 24 hours after discovering the theft;
 - (3) cooperate fully with us, police and other authorities in all matters connected with the investigation of the theft; or
 - (4) ensure that the Vehicle's ignition is turned off at the time the Vehicle is stolen.

In addition to the above, the following situations are excluded from DW and DW does not apply:

- a. any loss less than or equal to the Retained Responsibility initialed on the Summary, which shall apply separately to each damage incident to the Vehicle (as determined by us);
- b. damage to any component of the Vehicle resulting from an impact caused by insufficient overhead clearance (but this exclusion shall not apply if the Vehicle is a cargo van or pick up truck with a GVWR of less than 10,000 lbs. (4,536kilograms));
- c. any loss or damage to keys, key fobs, electric charging cables, or Optional Accessories;
- d. any loss or damage occurring in Mexico;
- e. damage caused by fueling the Vehicle improperly;
- f. damage or costs caused by inadequate levels or improper fluids, including oil, hub oil, or Diesel Exhaust Fluid (DEF);
- g. any loss or damage to a trailer and/or its contents being towed by the Vehicle; and
- h. any liability imposed by law.

(2) Optional Personal Accident Insurance

PURCHASE OF PERSONAL ACCIDENT INSURANCE (PAI) IS OPTIONAL AND NOT REQUIRED TO RENT A VEHICLE. THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, AND EXCEPTIONS OF THE PAI POLICY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. PAI MAY PROVIDE A

DUPLICATION OF COVERAGE ALREADY FURNISHED BY SOME OTHER SOURCE, INCLUDING PERSONAL INSURANCE POLICY, COMPREHENSIVE HOMEOWNER'S, CONDOMINIUM OR TENANT'S POLICY, OR EMPLOYERS OR CREDIT CARD INSURANCE. BENEFITS AVAILABLE UNDER THE PAI, HOWEVER WILL BE PAID IN ADDITION TO THOSE RECEIVED FROM ANY OTHER SOURCE. OUR EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF YOUR INSURANCE.

PAI provides you and your passengers with the below benefits, which may include Accidental Death, Accident Medical Expenses, Ambulance Expenses, and Dental, depending on your Rental Location. PAI is available for an additional charge as stipulated on the Summary.

	<u>Rental Location in United States</u>		<u>Rental Location in Canada</u>	
<u>PAI Benefits:</u>	<u>You</u>	<u>Passenger</u>	<u>You</u>	<u>Passenger</u>
-Accidental Death, Not to exceed	\$175,000	\$17,500	\$250,000	\$125,000
-Accident Medical Expenses, Not to exceed	\$2,500	\$2,500	\$5,000	\$5,000
-Accident Ambulance Expense, Not to exceed	\$250	\$250	Not Available	Not Available
-Accident Dental Expense, per accident, up to \$200 per tooth but not exceeding	Not Available	Not Available	\$1,000	\$1,000
-Accident Aggregate, not to exceed	\$225,000 per accident (USA)		\$500,000 per accident (Canada)	

The above PAI benefits for you apply to accidents during the Rental Period whether or not you are in the Vehicle. Passengers are covered only for accidents occurring while they occupy the Vehicle. Anyone other than you occupying or operating the Vehicle will be considered a "Passenger" for the purposes of PAI benefits.

PAI Exclusions:

If your Rental Location is in the United States, PAI coverage will be provided by Empire Fire and Marine Insurance Company. PAI does not cover any death or injury caused wholly or partly, directly or indirectly by suicide, attempted suicide, or self-inflicted injury; aircraft travel, except as a passenger in a licensed aircraft on a regularly scheduled flight; committing or attempting to commit a criminal offense; an accident which occurs while under the influence of alcohol or narcotics, unless prescribed by a physician; an accident which occurs while participating in a pre-arranged or organized race or testing of a vehicle; war or any act of war; or engagement in an illegal occupation; nor shall this insurance be in effect if you convert the Vehicle (as described in the following sentence) or during any period you are in violation of the Contract. You will be deemed to have converted the Vehicle if the Vehicle is not returned to us by the Return Date listed on the Summary or by any extended return date we have agreed to in writing. To file PAI claims, obtain a claim form from any rental office, complete it and return it with a copy of the Contract to: **Sedgwick CMS**, P.O. Box 94950, Cleveland, OH 44101-4950, Phone: 1-888-515-3132, Fax 1-216-617-2928.

If your Rental Location is in Canada, PAI coverage will be provided by AIG Insurance Company of Canada. For all exclusions, see the PAI policy. Following are a few key exclusions: PAI does not cover any death or injury caused wholly or partly, directly or indirectly by suicide, attempted suicide, or self-inflicted injury; committing or attempting to commit an assault or felony; an accident which occurs while under the influence of alcohol or narcotics, unless prescribed by a physician; or during any period you are in violation of the Contract.

(3) Optional Supplemental Liability Protection and Extended Protection. (Not Available for Rental Locations in Canada)

THE PURCHASE OF SUPPLEMENTAL LIABILITY PROTECTION (SLP) IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS OF THE SLP POLICY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. SLP MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED UNDER A PERSONAL OR COMMERCIAL INSURANCE POLICY, OR SOME OTHER SOURCE. OUR EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF YOUR EXISTING COVERAGE.

SLP Benefits:

Optional SLP provides you with minimum financial responsibility limits (at no charge to you) as outlined in the applicable motor vehicle financial responsibility laws of the State where the Vehicle is operated AND excess insurance provided by the insurance policy (SLP charge as shown on the Summary is for the excess insurance only), which supplies you and AAD(s) with third-party liability protection with a combined single limit per accident equal to the difference between the minimum financial responsibility

limits referenced above and \$300,000 Combined Single Limit per accident. SLP will respond to third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of the Vehicle as permitted in the Contract. The policy does not provide coverage for any loss arising from the use or operation of the Vehicle in Mexico. SLP, including UM/UIM benefits is provided only when you or any AAD are driving the Vehicle. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. SLP is available for an additional charge as stipulated on the Summary.

SLP Exclusions:

For all exclusions, see the SLP policy. Here are a few key exclusions:

- (a) Loss arising out of an accident which occurs while you or an AAD is under the influence of alcohol or drugs, or other substances unless prescribed by a physician;
- (b) Loss arising out of bodily injury, death, or property damage sustained by you or an AAD or any of your AAD's relative or family member who resides in the same household;
- (c) Loss arising out of the operation of Vehicle by a driver who is not you or an AAD;
- (d) Liability arising out of or benefits payable under any uninsured or underinsured motorist law;
- (e) Liability arising out of benefits payable under any first party benefit law, medical payments, no-fault or any similar law to the foregoing;
- (f) Bodily injury or death to an employee or the spouse, child, parent, brother or sister of that employee, arising out of and in the course of employment by you or an AAD;
- (g) Property damage to property transported by or in your or an AAD's care, custody or control;
- (h) Damage to Vehicle;
- (i) Liability arising out of the use of Vehicle, which was obtained based on false, misleading or fraudulent information;
- (j) Loss arising out of the use of Vehicle when such use is otherwise in violation of the terms and conditions of the Contract; or
- (k) Bodily injury, death, or property damage expected or intended from your or an AAD's standpoint.

SLP coverage will be provided by Empire Fire and Marine Insurance Company. Report SLP Claims to: Sedgwick CMS, P.O. Box 94950 Cleveland, OH 44101-4950, Phone: 1-888-515-3132, Fax: 1-216-617-2928.

For retail rentals only secured with Extended Protection within the cost of the rental (excluding any liability protection or insurance coverage provided under a commercial contract), the following shall apply:

Extended Protection (EP) (Where available): We provide you or any AAD with third party liability protection in an amount equal to the minimum financial responsibility limits applicable to the Vehicle (the Primary Protection). EP also provides additional third-party liability protection, through an excess liability policy, with limits of the difference between the Primary Protection and a combined single limit of \$1 million per accident for bodily injury and/or property damage to others arising out of the use or operation of the Vehicle by you or an AAD, subject to the terms and conditions of the policy. EP includes UM/UIM coverage for bodily injury and property damage (only where required by law for property damage) in an amount equal to the Primary Protection, and additional coverage, through an excess liability policy, with limits for the difference between the statutory minimum underlying limits and \$100,000 per accident. WE AND YOU REJECT ANY ADDITIONAL UM/UIM COVERAGE TO THE EXTENT PERMITTED BY LAW. EP, including UM/UIM benefits, is provided only when you or any AAD are driving the Vehicle. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. EP coverage is in effect only while you or an AAD is driving the Vehicle within the United States and Canada; coverage does not apply in Mexico. FOR ALL EXCLUSIONS SEE EP POLICY. HERE ARE A FEW KEY EXCLUSIONS: (A) BODILY INJURY OR DEATH TO YOU, ANY AAD, OR YOUR OR AN AAD'S BLOOD RELATIVE'S FAMILY, IF SUCH RELATIVES OR FAMILY RESIDE IN THE SAME HOUSEHOLD WITH YOU OR WITH AN AAD; (B) PROPERTY DAMAGE TO THE VEHICLE; (C) FINES, PENALTIES, AND EXEMPLARY OR PUNITIVE DAMAGES; (D) BODILY INJURY, DEATH OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM YOUR STANDPOINT; (E) ANY OBLIGATION FOR WHICH YOU OR YOUR INSURER MAY BE HELD LIABLE UNDER ANY WORKER'S COMPENSATION, DISABILITY BENEFITS OR UNEMPLOYMENT COMPENSATION LAW OR ANY SIMILAR LAW; (F) DRIVING UNDER THE INFLUENCE; AND (G) BODILY INJURY OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM YOUR OR AN AAD'S STANDPOINT. Note: Any UM/UIM benefits paid are included in the \$1 million combined single limit EP coverage and in no way increase the combined single limit amount referenced above. This

insurance coverage is underwritten by Ace American Insurance Company. Report EP Claims to: Sedgwick CMS, P.O. Box 94950 Cleveland, OH 44101-4950, Phone: 1-888-515-3132 Fax: 1-216-617-2928.

(4) Optional Personal Effects Coverage.

PURCHASE OF PERSONAL EFFECTS COVERAGE (PEC) IS OPTIONAL AND NOT REQUIRED TO RENT A VEHICLE. THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, AND EXCEPTIONS OF THE PEC POLICY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. PEC MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED BY A PERSONAL INSURANCE POLICY, COMPREHENSIVE HOMEOWNER'S, CONDOMINIUM OR TENANT'S POLICY, EMPLOYERS OR CREDIT CARD INSURANCE OR SOME OTHER SOURCE. BENEFITS AVAILABLE UNDER THE PEC, HOWEVER, WILL BE PAID IN ADDITION TO THOSE RECEIVED FROM ANY OTHER SOURCE. OUR EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF YOUR INSURANCE.

PEC is available for an additional charge as stipulated on the Summary. PEC insures your personal effects, or those of any individual who is traveling with you, against risks of loss or damage while in transit or in a building (if your Rental Location is in the United States, the building does not include your personal residence), or locked in the Vehicle (if your Rental Location is in the United States).

PEC Benefits:

\$1,750 per person; \$8,750 maximum coverage for all covered individuals during the Rental Period.

PEC Exclusions:

If your Rental Location is in the United States, PEC coverage will be provided by Empire Fire and Marine Insurance Company. PEC does not cover automobiles, automobile equipment, motorcycles, watercraft, motors, or other conveyances or their appurtenances, furniture, currency, coins, deeds, bullion, stamps, tickets, securities, documents, contact lenses, artificial teeth and limbs, perishables and animals. Loss or damage to property while actually being worked upon, or while in the care, custody or control of any common carrier are also not covered. **THE POLICY DOES NOT COVER LOSS BY MYSTERIOUS DISAPPEARANCE. ALL LOSSES BY THEFT MUST BE REPORTED TO THE APPROPRIATE LAW ENFORCEMENT AUTHORITIES OR THEY WILL NOT BE COVERED.** To file PEC claims, obtain a claim form from any of our rental branches, complete it and return it with a copy of the Contract to: Sedgwick CMS, P.O. Box 94950, Cleveland, OH 44101-4950, Phone: 1-888-515-3132, Fax: 1-216-617-2928.

If your Rental Location is in Canada, PEC coverage will be provided by AIG Insurance Company of Canada. For all exclusions, see the PEC policy. Following are a few key exclusions: PEC does not cover automobiles, automobile equipment, motorcycles, watercraft/boats, motors, or other conveyances or their appurtenances, household furniture, currency, coins, deeds, bullion, stamps, tickets, securities, documents, contact lenses, artificial teeth and limbs, perishables and animals. Loss or damage sustained to any process or property while actually being worked upon, or while in the care, custody or control of any common carrier are also not covered. **THE POLICY DOES NOT COVER LOSS BY MYSTERIOUS DISAPPEARANCE. ALL LOSSES BY THEFT MUST BE REPORTED TO THE APPROPRIATE LAW ENFORCEMENT AUTHORITIES OR THEY WILL NOT BE COVERED.** To file PAI/PEC claims, obtain a claim form from: AIG Insurance Company of Canada 120 Bremner Boulevard – Suite 2200, Toronto, Ontario M5J 0A8. Phone: +1-416-596-4005 or +1-877-317-8060, Email: ahclaimscan@aig.com. Group Policy Number: 9428176.

(5) Roadside Assistance and Roadside Assistance Protection/Roadside Plus. For roadside assistance in the U.S. and Canada, call your Rental Location, select the roadside assistance prompt, and you will be connected to a third-party roadside assistance provider that, depending on your location and circumstances, may be able to dispatch personnel capable of performing roadside services to your location. Charges apply for any service(s) provided to you, but these charges may be reduced or eliminated if you purchase Roadside Assistance Protection (RAP) or Roadside Plus (RSP), as applicable. When deciding whether or not to purchase optional RAP/RSP, you may wish to check whether you have other coverage or protection for such services. RAP/RSP IS NOT INSURANCE. THE PURCHASE OF RAP/RSP IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. You may purchase optional RAP/RSP from us for an additional fee. If you purchase RAP/RSP, we will contractually waive our right to collect from you for the following services: (i) lost and damaged key replacement (including remote entry devices) except for rentals originating in CA, KS, MO, or NY, (ii) flat tire replacement (if no inflated spare is available, the Vehicle will be towed) but the cost of a replacement tire is not waived, (iii) lockout service (if keys are

locked inside the Vehicle), (iv) Vehicle jumpstart, (v) fuel delivery of up to 3 gallons (or equivalent liters) of fuel if the Vehicle is out of fuel, and (vi) a tow to the nearest charging source due to loss of battery charge for Battery-Electric Vehicles. RAP/RSP does not waive any charges incurred in Mexico.

6. Our Responsibility to You.

a. **Personal Property and Cargo.** We are not responsible for any damage to, loss or theft of, any personal property, cargo, or data contained in the Vehicle, whether the damage, loss, or theft occurs during or after the rental and regardless of fault or negligence. No bailment is or will be created upon us, whether actual, constructive or otherwise, for any personal property or cargo carried in, stored, loaded, or left in the Vehicle or on our premises. We are not liable for and you must defend, indemnify and hold us and our affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by us or our affiliate(s) arising out of your or your passengers' failure to remove any personal property or cargo, including data or records downloaded or otherwise transferred to the Vehicle and/or any Optional Accessories. WE are not responsible for and you release us from any claim or cause of action which may arise from a prior renter's or passenger's failure to remove any personal property, data, or records from the Vehicle and/or any Optional Accessories. See Section 5.e.(3) for information on optional PEC.

b. **Personal Injury and Uninsured Motorist Protection.** If your Rental Location is in the United States, except as required by law, we or our affiliate do not provide Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (collectively **PIP**) or Uninsured/Underinsured Motorist Protection (**UM/UIM**) through the Contract. If your Rental Location is in Canada, except as required by law, we or our affiliate do not provide Personal Injury Accident Benefits or Uninsured/Underinsured Motorist Protection through the Contract. For Rental Locations in the United States or Canada, if we or our affiliate are required by law to provide any of the above protection, as applicable to your rental, you expressly select such protection in the minimum limits with the maximum deductible and expressly waive and reject and such protection in excess of the minimum limits or amounts required by law. If you misrepresent information, provide us or our representatives with false or misleading information, or refuse to cooperate with us or our representatives during any claim, suit, or proceeding, your claim may be denied.

c. **Limitation of Remedy/No Consequential Damages.** If we breach any of our obligations under the Contract or if the Vehicle or any Optional Accessory has any mechanical or other failure not caused by you or AAD(s) and if we are liable under applicable law for such breach or Vehicle or Optional Accessory failure, our sole liability to you and AAD(s) and your and AAD(s)' sole remedy is limited to our substitution of another similar vehicle or accessory and a refund of any pre-paid pro rata daily rental rate for the period in which you or AAD(s) did not have use of the Vehicle or substitute vehicle. **YOU AND AAD(S) WAIVE ALL CLAIMS TO ALL FORMS OF DAMAGES, INCLUDING, BUT NOT LIMITED TO, GENERAL DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, AND INCIDENTAL DAMAGES, AND ALSO INCLUDING LOSS OF PROFIT AND LOSS OF OPPORTUNITY, THAT MIGHT OTHERWISE BE AVAILABLE TO YOU OR AAD(S). SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO YOU OR AAD(S).** You further acknowledge that any personal data or information downloaded or transferred to the Vehicle may not be secure and may be accessible after the Rental Period. You release us from any liability resulting from or otherwise arising out of any such data or information being accessed and/or utilized by a third party. For the avoidance of doubt, the entirety of this limitation of remedy applies to claims for negligence, recklessness, gross negligence, and/or intentional acts, unless such a waiver is precluded by applicable law.

7. Your Privacy. You understand and agree to our collection, use, disclosure and management of your personal information as set out and for the purposes in the Contract and/or in our privacy policy ("Privacy Policy"), which may be amended from time to time, is available at <https://privacy.ehi.com>, forms part of the Contract, and is incorporated by reference into these Additional Terms and Conditions as fully set forth in this document. If you wish to exercise your privacy data subject rights or your right to opt out of receiving certain electronic communications, or otherwise learn more about our privacy practices, please contact us through our Global Privacy Portal, at <https://privacy.ehi.com/requests>, call 1(877) 858-3884, or by mail at Enterprise Holdings, Inc., Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.

8. Telematics Data. Your Vehicle may be equipped with pre-installed event data recorders, global positioning devices, OnStar® and other communications systems that may be connected to the internet or cellular services, or other similar technology ("Telematics Devices"). You acknowledge and agree to (1) the collection of location and other data from Telematics Devices by us as described in our Privacy Policy ("Telematics Data"); and (2) the use and disclosure of Vehicle location data and other Telematics Data: (i) to generate vehicle usage, performance and other similar information, including

to fulfill the Vehicle rental services; (ii) to provide you, AAD(s) or other passengers with roadside assistance, emergency and other services; (iii) to locate the Vehicle when the Vehicle is suspected to be lost, stolen or, abandoned; or (iv) where required by law. We may use and store data after the expiration of the Contract. Further details about our treatment of Telematics Data are set out in our Privacy Policy at <https://privacy.ehi.com>.

9. Vehicle Navigation and Infotainment Systems and Vehicle Manufacturer Apps.

a. If you, AAD(s) or any passenger pair a mobile device with the Vehicle's navigation or infotainment systems and choose to use OnStar, Apple CarPlay, Android Auto or other similar third-party software or services on the Vehicle, personal information and other data may be transferred from the mobile device to and stored on these systems. We cannot guarantee the privacy of such information. It is your sole responsibility to delete all such information from these systems before returning the Vehicle to avoid subsequent occupants of the Vehicle accessing this information.

b. If you download a mobile application made available by the Vehicle manufacturer or other third party and you register the Vehicle in that application, your use of the application may result in the sharing of Telematics Data and other information (including location information, and personal information) with the Vehicle manufacturer or other third party, as applicable. Your use of these applications is strictly governed by the mobile application's terms and conditions and privacy policy and we are not in any way responsible for, and you release us from, any claim or cause of action which may arise from your use of these applications. Prior to returning the Vehicle, it is your responsibility to either remove the application or delete the Vehicle from the application.

10. Text & Call. By signing the Summary, you agree to these Text & Call terms and conditions, and provide express consent for us, our affiliates, or our representative to contact you at the phone number(s) provided in connection with the Contract to deliver, or cause to be delivered, informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Your consent to receiving these calls or texts is not a condition of any purchase or rental contract. For further details, please see our privacy practices as set out at <https://privacy.ehi.com>.

11. What Happens in the Event of a Dispute.

a. Choice of Law. All terms and conditions of the Contract shall be interpreted, construed and enforced pursuant to the laws of the State, Province, or Territory where you pick up the Vehicle, without giving effect to the conflict of laws and/or provisions of such State, Province, or Territory.

b. Dispute Resolution Provision – Mandatory Arbitration Agreement: THIS PROVISION DOES NOT APPLY TO CONSUMER RENTAL TRANSACTIONS ORIGINATING IN THE PROVINCE OF QUEBEC. CONSUMER RENTALS ORIGINATING IN THE PROVINCE OF QUEBEC ARE TRANSACTIONS WITH RESIDENTS TO WHICH THE CONSUMER PROTECTION ACT (QUEBEC) APPLIES. WHERE PERMITTED BY LAW, YOU AND WE EACH WAIVE OUR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. YOU AND WE EACH AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THE CONTRACT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO OUR PRODUCTS AND SERVICES, COMMUNICATIONS WITH YOU, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES. This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to, during, or after termination of the Rental Period. For the purposes of this Dispute Resolution Provision "you" also includes any Additional Authorized Driver under the Contract, and any of your agents, beneficiaries or assigns, or anyone acting on your or their behalf, and "we," "us," or "our" also includes any of our employees, agents, affiliates, parents, subsidiaries, beneficiaries, assigns, and vendors, including but not limited to our service providers and marketing partners. WHERE PERMITTED BY LAW, YOU AND WE EACH AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. However, you and we each agree that either you or we may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against you only and is not made part of a class

action, private attorney general action or other representative or collective action. Where required by law, you and we each agree that you may bring an individual action in the applicable court of justice. You and we also agree that claims against or by a third-party insurance company ostensibly providing coverage to you or any AAD or the application of our financial responsibility relating to the use or operation of the Vehicle may be brought in a court with valid jurisdiction.

(1) Procedure: You or we, as applicable, must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the Claim; and (b) the relief sought to the other party, as applicable. If your Rental Location is in the United States, the Notice to us should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604; if your Rental Location is in Canada, the Notice to us should be addressed to: Baker & McKenzie LLP, Brookfield Place, Suite 2100, 181 Bay Street (PO Box 874), Toronto (Ontario) Canada M5J 2T3 (in either case, "Notice Address"). If you and we do not resolve the claim within 30 days after the Notice is received, you may choose to commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules if your Rental Location is in the United States, or with the international Centre for Dispute Resolution Canada ("ICDR Canada") pursuant to its Canadian Arbitration Rules if your Rental Location is in Canada. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules or ICDR, Canada's Canadian Arbitration Rules, as applicable, in effect at the time of the demand, as modified by the Contract. A single arbitrator will be selected according to AAA's Commercial Arbitration Rules or ICDR Canada's Canadian Arbitration Rules, as applicable. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both you and us with due consideration of our ability to travel and other pertinent circumstances. If you and we are unable to agree on a location, such determination should be made by the AAA or ICDR Canada, as applicable, or by the arbitrator. The AAA rules are available online at www.adr.org. The ICDR Canada Canadian Arbitration Rules are available at www.icdr.org/icdrcanada. Except as required by law, neither you or us nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both you and us.

(2) Arbitrator's Authority: For arbitrations before AAA, the arbitrator is bound by the Contract, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. For arbitrations before ICDR Canada, the arbitrator is bound by the Contract, the applicable arbitration legislation, and ICDR Canada's Canadian Arbitration Rules. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability, or formation of the Contract, including whether it is void. You and we agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA or the applicable Canadian arbitration legislation. The arbitrator can award the same damages and relief as a court, but only in favor of an individual claimant, whether you or us.

(3) Arbitration Costs: You will be responsible for your share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees you would incur if the claims were filed in court. We will be responsible for all additional arbitration fees. You are responsible for all other costs/fees that you incur in arbitration, e.g., fees for attorneys, expert witnesses, etc. You will not be required to reimburse us for any fees unless the arbitrator finds that the substance of your claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules or ICDR Canada Canadian Arbitration Rules, as applicable, will govern the payment of all fees, and we may seek reasonable attorney's fees. We will pay all fees and costs we are required by law to pay.

(4) Governing Law and Enforcement:

IF YOUR RENTAL LOCATION IS IN THE UNITED STATES – Notwithstanding anything in this Section 11, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1-16. If any portion of this Dispute Resolution Provision is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force and effect. If the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

IF YOUR RENTAL LOCATION IS IN CANADA - Notwithstanding anything in this Section 11, the domestic arbitration act of the provincial or territorial judicial district of the Rental Location applies to this Dispute Resolution Provision and governs whether a claim is subject to arbitration. If any portion of the Dispute Resolution Provision is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force effect.

12. Other Terms That Apply to the Rental.

a. Your Agreement to be Bound by the Contract. By signing the Contract or clicking the "I Accept" button at a rental kiosk, via an internet rental, or via online check-in, you agree that you have read, are aware of, accept full responsibility for and are bound by the

terms and conditions contained in the Contract, including all documents incorporated by reference in these Additional Terms and Conditions. You agree that electronic signatures have the same force and effect as manual signatures. Except as otherwise stated in the Contract, the Contract is the entire agreement between you and us and cannot be altered by another document, oral agreement, or course of dealing, unless agreed to in writing and signed by you and us.

b. Your Representations to US. You represent that the following statements are true and accurate as of the date of the Contract and throughout the Rental Period, and you understand that we have relied on their truth and accuracy in entering into and performing under the Contract: (i) you are the Renter listed on the Summary, (ii) you have not given us a fictitious name, false address, or false or invalid driver's license, (iii) you have not misrepresented or withheld material facts from us in connection with the rental, (iv) your driver's license and the driver's licenses of any AAD(s) will remain valid for the duration of the Rental Period, (v) you and any AAD(s) intend to use the Vehicle for purposes permitted under the Contract and no other purposes, and (vi) additional in-rental acknowledgements or modifications.

c. Verification of Information. For matters arising from the Contract, Renter authorizes Owner to verify and/or obtain through credit agencies or other sources Renter's personal, credit and/or insurance information.

d. Power of Attorney. By entering into the Contract, you grant and appoint us as a Limited Power of Attorney:

- i. To present insurance claims of any type to your insurance carrier and/or credit card company if:
 - i. The Vehicle is damaged, lost or stolen during the Rental Period and you fail to pay for any damages; or
 - ii. Any liability claims against us arise in connection with this rental transaction and you fail to defend, indemnify and hold us harmless from such claims;
- ii. To sign your name to entitle us to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.

e. Severability. If any terms or conditions of the Contract are determined to be unlawful, contrary to public policy, void or unenforceable, all other terms and conditions of the Contract will continue in full force and effect.

f. Headings. The headings of the numbered paragraphs of the Contract are for convenience only, are not part of the Contract and do not in any way limit, modify or amplify the terms and conditions of the Contract.

g. Customers with Disabilities. For customer service inquiries related to customers with disabilities, please call 1 (866) 225-4284, email mobility@erac.com, or TTY 1 (866) 534-9270.

h. Compliance with Law and Regulations. You recognize that by renting the Vehicle you have control of and are responsible for operating it in compliance with requirements prescribed by any applicable law, including laws passed and enforced by the USDO T or similar governmental entities. It is your sole responsibility to determine what laws apply to you when operating and when in possession of the Vehicle, and for ensuring that any AAD(s) also comply with such laws. You will comply with any request by us to assist in complying with any applicable law, including making the Vehicle available for inspection by any authority. IN ACCORDANCE WITH SUCH APPLICABLE LAW, WE COOPERATE WITH ALL LAW ENFORCEMENT OFFICIALS TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE OUR VEHICLES.

We are an affiliate of Enterprise Holdings Inc., which owns all rights to Enterprise, Alamo, and National Car Rental names and marks. Additional Terms and Conditions updated [1/2/2025]. UNIV.NA.UC25