

****RENTAL AGREEMENT TERMS AND CONDITIONS****

****THESE TERMS AND CONDITIONS****, the rental record signed by you, and any other documents that you are required to sign when you rent the car, which may be signed electronically, together constitute the agreement ("this agreement") for the rental of the vehicle identified on the rental record, including all of its parts ("car"). This agreement is between the person identified as the renter or an authorized operator (as defined below) in this agreement ("you") and KAVAL Car Rentals, which is identified on the rental record.

****Nature of this Agreement****

You are obtaining solely a bailment that allows you to use the car as permitted by this agreement. You acknowledge that the car is owned by KAVAL Car Rentals. No one other than KAVAL Car Rentals may transfer the car or any rights or obligations under this agreement. Any attempted transfer or sublease of the car by anyone other than KAVAL Car Rentals is void. Neither you nor any authorized operators are agents of KAVAL Car Rentals. No one may service or repair the car without KAVAL Car Rentals's prior express approval. KAVAL Car Rentals MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE CAR IS FIT FOR ANY PARTICULAR PURPOSE.

****Who May Operate the Car****

Only you and, with your permission, the following persons ("Authorized Operators") may operate the car:

- For rentals commencing in the states of CA and IA, your spouse and your employer, employees, and fellow employees incidental to their business duties;
- For rentals ("Replacement Rentals") designated as replacement rentals on the Rental Record, any person specifically named as an insured on your automobile policy;
- Any other person who meets KAVAL Car Rentals's qualifications and signs an Additional Authorized Operator form at the time of rental.

Except as provided in the following sentence, all Authorized Operators must be at least 21 years old and have a valid driver's license from a jurisdiction acceptable to KAVAL Car Rentals. Charges for Authorized Operators under 25 may apply. Except for valet parking or in emergencies as permitted by law, no other persons are permitted to operate the car. An "emergency" shall mean urgent circumstances under the laws of the jurisdiction in which the alleged emergency occurred. Additional qualifications may apply at

KAVAL Car Rentals's discretion, and an additional fee may be imposed for such persons where permitted by law. By operating the car, an Authorized Operator will be deemed jointly and severally responsible for your obligations under this Agreement related to the car, as well as for any obligations that this Agreement directly imposes on an Authorized Operator of the car.

****Return****

Except for ordinary wear due to reasonable use, you must return the car to KAVAL Car Rentals in the same condition as when you received it. The car must be returned by the due date specified on the rental record or sooner if demanded by KAVAL Car Rentals. A return change fee will apply to any change in your scheduled return date, time, or location if you fail to notify KAVAL Car Rentals within 12 hours of your scheduled return time. The car will remain subject to these terms and conditions until KAVAL Car Rentals has inspected and accepted it. If you return the car after hours:

- You are responsible for any damage to the car until KAVAL Car Rentals has inspected and accepted it on the next business day.

- Time charges, charges for any optional insurance coverages selected, and any charges for additional services or other charges stated on the rental record as a periodic rate may continue to accrue until the return location reopens for business.

If you do not return the car as required by this agreement, then after KAVAL Car Rentals sends you a written demand to return it, sent to your address shown in your enrollment or otherwise provided to KAVAL Car Rentals, KAVAL Car Rentals may remotely disable operation of the car and, at your expense, recover the car where and when it is found. If the car is found illegally parked or apparently abandoned, or if the car is used or obtained as prohibited under this Agreement, then KAVAL Car Rentals may recover the car without demand. You waive any right to a hearing or to receive any notice or legal process as a pre-condition for KAVAL Car Rentals remotely disabling operation of the car and recovering the car. Failure to return the car in accordance with the terms of this agreement may result in a criminal penalty.

You expressly consent and agree that KAVAL Car Rentals may use electronic or verbal means to contact you, using any email address or telephone number you provide for communication purposes. The car may be equipped with global positioning technology or other telematics systems, and a transmitter that allows KAVAL Car Rentals to track or otherwise locate the car. Privacy is not guaranteed, and information collected by any such technology or telematics is governed by KAVAL Car Rentals's privacy policy. You acknowledge that the data derived from the in-car telematics and other devices may contain personal information, and you authorize KAVAL Car Rentals to share that data with the device manufacturer, the original equipment manufacturer, and its affiliates (collectively, "OEM"), service providers, and other third parties to whom KAVAL Car Rentals or OEM grants access. To the extent

permitted by law, you authorize KAVAL Car Rentals, the OEM, and any third-party service provider's use of the technology included in the car, including tracking the car's location, disabling the car, and assisting in the repossession of the car. It is your responsibility to delete any Bluetooth-synced data from the car upon your return. You acknowledge and agree that, to the extent permitted by applicable law, KAVAL Car Rentals, the OEM, and any third-party service provider may collect, process, charge on the basis of, add to your customer profile, and take disciplinary action based on the data derived from in-car telematics and other devices and gauges. Actions may include suspension or termination of your ability to continue renting cars from KAVAL Car Rentals or its affiliates.

The car may have telematics, tracking, and related services, in which case, your access and use of the car or the services are subject to the car, service provider's, or device manufacturer's terms and privacy statement, which may include other terms, service limitations, warranty exclusions, limitations of liability, and wireless service provider terms and privacy practices.

Upon return, if the car requires more than KAVAL Car Rentals's standard cleaning, KAVAL Car Rentals may charge you for the actual costs incurred to have the car cleaned.

In California, electronic service technology included in the car may be activated if the car is not returned within 72 hours after the contracted return date or extension of the return date.

For rentals commencing in Arizona, it is required by law that you acknowledge your understanding that it will be a violation of Arizona Statutes if the car is not returned within 72 hours of the due date and time specified on the rental record, and that you shall be subject to penalties as outlined by law.

For rentals in the District of Columbia, it is required by law that you be notified that failure to return the car in accordance with this Agreement may result in a criminal penalty.

****Your Responsibility for Loss of or Damage to the Car and Optional Loss Damage Waiver****

Except as stated below, if you do not have an active insurance policy or did not purchase our in-house insurance, then you are responsible for any and all loss of or damage to the car resulting from any cause, including but not limited to collision, rollover, theft, vandalism, seizure, fire, loss of car key,

or lockouts, flood, hail, or other acts of nature or god, regardless of fault.

Except as stated below, your responsibility will not exceed the greater of the retail fair market value of the car and its manufacturer buyback program value at the time the car is lost or damaged, less its salvage value, plus actual towing, storage, and impound fees, diminution of value of the car as determined by KAVAL Car Rentals, an administrative charge, and a charge for loss of use, regardless of fleet utilization.

Your responsibility for damage due to theft or otherwise is limited by law in certain jurisdictions. As of June 1, 2020, the following limitations exist. Should the laws imposing these regulations be repealed, the provisions shall apply without such limitations.

In case you purchased in-house insurance from us, keep in mind that this policy is strictly 24-hour based. One minute after your rental period expires, this insurance also expires, and you are fully responsible for the vehicle in all aspects.

We are not responsible for flat tires and do not offer roadside assistance on flat tires, but we have a third-party service available if you do need it; please request it.

****For rentals commencing in California:****

(A) You are only responsible for loss of or damage to the car resulting from collision, rollover, theft, or vandalism.

(B) Your responsibility for loss or damage to the car will, in no event, exceed the fair market value of the car at the time it is lost or damaged, plus actual charges for towing, storage, and impound fees, and an administrative charge.

(C) Your responsibility for loss of or damage to the car resulting from vandalism unrelated to the theft of the car will not exceed US\$500.

(D) You are not responsible for loss of or damage to the car resulting from theft unless it results from a failure to exercise ordinary care by you or any authorized operator.

****For rentals commencing in Illinois:**** For a car with an MSRP of \$50,000 or less, your responsibility for loss or damage due to causes other than theft will not exceed \$19,500 through May 31, 2021, which limit will increase by \$500 per year starting June 1, 2021; and your responsibility for theft will not exceed \$2,000 unless it is established that you or an authorized operator failed to exercise ordinary care while in possession of the car or committed or aided in the commission of the theft. For a car with an MSRP of more than \$50,000, your responsibility for loss or damage due to causes other than theft, and for theft, will not exceed \$50,000 through September 30, 2020, which limit will increase by \$1,000 per year starting October 1, 2020.

****For rentals in Indiana:**** You will be responsible for no more than:

(A) Loss or damage to the car up to its fair market value resulting from the collision, theft, or vandalism.

(B) Loss of use of the car, if you are liable for damage.

(C) Actual charges for towing, storage, and impound fees paid by KAVAL Car Rentals, if you are liable for the damage.

(D) An administrative charge.

****For rentals in Nevada:****

(A) Your responsibility for loss or damage to the car will not exceed the fair market value of the car at the time the car is lost or damaged, plus actual towing, storage, and impound fees, an administrative charge, and a reasonable charge for loss of use, regardless of fleet utilization.

(B) Your responsibility for damage to the car and loss of use of the car resulting from vandalism not related to the theft of the car and not caused by you will not exceed \$2,500.

(C) You are not responsible for loss of or damage to the car resulting from theft or vandalism related to the theft if you have possession of the ignition key or you establish that the ignition key was not in the car at the time of the theft, you file an official report of the theft with the police within 24 hours of learning of the theft, and you cooperate with KAVAL Car Rentals and the police in providing information regarding the theft, and neither you nor an Authorized Operator committed or aided and abetted the commission of the theft.

****For rentals commencing in New York:**** This Agreement offers, for an additional charge, optional vehicle protection to cover your financial responsibility for damage or loss to the car. The purchase of optional vehicle protection is optional and may be declined. You are advised to carefully consider whether to purchase this protection if you have rental vehicle collision coverage provided by your credit

card or automobile insurance policy. Before deciding whether to purchase optional vehicle protection, you may wish to determine whether your credit card or your vehicle insurance affords you coverage for damage to the car and the amount of deductible under such coverage.

(1) Your responsibility for loss or damage to the car will not exceed the lesser of:

(a) The actual and reasonable costs incurred by KAVAL Car Rentals to repair the car or which KAVAL Car Rentals would have incurred if the car was repaired, reflecting any discounts, price reductions, or adjustments available to KAVAL Car Rentals; or

(b) The fair market value of the car at the time the car is lost or damaged, less any net disposal proceeds. "Actual and reasonable costs" means the repair price reduced by all discounts paid by KAVAL Car Rentals to the repairer of the car, including costs for towing, storage, and impound fees.

(2) You will not be responsible for damages incurred by KAVAL Car Rentals for the loss of use of the car, related administrative charges, or amounts that KAVAL Car Rentals recovers from any other party.

(3) You are not responsible for mechanical damage unrelated to an accident or that could reasonably be expected from normal use of the car except in instances where abuse or neglect by you or an Authorized Operator is shown.

(4) You will not be liable for loss due to theft of the car unless it is established that you or an Authorized Operator failed to exercise reasonable care or committed, or aided and abetted in the commission of, the theft of the car.

(5) If the car is returned with damage, then, within 72 hours after the car is returned, you, any Authorized Operator, or your or their insurer must notify KAVAL Car Rentals that you, he, she, or it wishes to inspect the damaged car or the right to inspect the damaged car will be waived. The inspection must be completed within 7 days of the return date of the car. However, if KAVAL Car Rentals determines the car to be a total loss and subject to salvage, the 72-hour period shall not apply, and you, any Authorized Operator, or your, his, or her insurer shall have 10 business days to inspect the car from receipt by you from KAVAL Car Rentals of a notice of your obligation (or that of the Authorized Operator who was operating the car at the time that the damage occurred) to execute and return to KAVAL Car Rentals a complete and accurate incident report describing any physical and/or mechanical damage.

****For rentals commencing in Wisconsin:****

(A) You are not responsible for any damage to the car other than damage:

(x) Resulting from

an accident occurring while the car is under this agreement or

(y) Caused intentionally by, or by the reckless or wanton misconduct of, you or an Authorized Operator;
and

(B) Your responsibility will, in no event, exceed the fair market value of the car immediately before the damage occurs, less its salvage value, plus actual towing fees and storage fees for no more than 2 days.

Your responsibility may also be limited in other jurisdictions.

You grant KAVAL Car Rentals a limited power of attorney to present claims for damage to or loss of the car to your insurance carrier. For rentals that commence in New Mexico or New York, if such coverage exists under your automobile insurance policy, you may require that KAVAL Car Rentals submit any claims to your insurance carrier as your agent.

****Prohibited Use of the Car:****

Neither you nor any Authorized Operator may:

- Permit the use of the car by anyone other than you or an Authorized Operator.
- Intentionally destroy, damage, or aid in the theft of the car.
- Take or attempt to take the car into Mexico or to anywhere else outside of the United States or Canada, except as expressly permitted under this agreement.
- Engage in any willful or wanton misconduct, which may include reckless conduct such as failing to use seat belts, failing to use child seats or other child restraints where legally required, use of the car when overloaded or carrying passengers in excess of the number of seat belts in the car, use off paved roads or on roads that are not regularly maintained, refueling the car with the wrong type of fuel, leaving the car and failing to remove the keys, or failing to close and lock all doors, car windows, or the trunk.
- Use or permit the use of the car by anyone:
 - While legally intoxicated or under the influence of alcohol, drugs, or other substances that may affect a person's ability to drive safely.
 - For any criminal activity, such as the illegal transportation of persons, drugs, or contraband or any direct or indirect act of terrorism involving the causing or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or part for political, religious, ideological, or similar purposes.

- To tow or push anything.
- In a speed test, speed contest, race, rally, speed endurance contest, or demonstration.
- In driver training activity.
- For commercial purposes (transportation and/or deliveries) without written authorization from the company.
- To carry persons or property for hire (i.e., for a charge or fee), unless specifically authorized in writing by KAVAL Car Rentals.
- If the car has been obtained from KAVAL Car Rentals by fraud or misrepresentation.
- To carry hazardous materials, explosives, biologically active materials hazardous to human health, or radioactive material unless specifically authorized in writing by KAVAL Car Rentals.
- Take or attempt to take the car off the Islands of Hawaii (for rentals in Hawaii).
- Take or attempt to take the car off the island of rental (for rentals in Puerto Rico or St. Thomas).

Any use of the car in a manner prohibited in this agreement will cause you to lose the benefit of any limitation on your liability for loss of or damage to the car, even if you have accepted LDW, void personal accident insurance (PAI), personal effects coverage (PEC), liability insurance supplement (LIS) coverage, emergency sickness protection (ESP), and any liability protection provided by KAVAL Car Rentals under this agreement. It will also constitute a breach of this agreement, making you responsible, to the fullest extent permitted by law, for the actual and consequential damages to KAVAL Car Rentals caused by the breach, together with KAVAL Car Rentals's related costs and attorney's fees.

****Payment of Charges:****

You and any person, corporation, or other entity to whom, with KAVAL Car Rentals's consent, you expressly direct the charges in any way incurred under this Agreement ("Charges") to be billed, are jointly and severally responsible for payment of all charges. If you direct charges to be billed to any person, corporation, or other entity, you represent that you are authorized to do so. Charges not paid on time as required by this Agreement may be subject to a late payment fee. You may also be charged a fee for any check (or cheque) used for payment of Charges that is returned to KAVAL Car Rentals unpaid or for any credit, charge, debit, or stored value/prepaid/gift card charges that are not honored by the card issuer.

Payment for all Charges is due at the completion of the rental in cash or by a credit card, charge card, debit card, or other device acceptable to KAVAL Car Rentals; however, special rules may apply for rentals that are paid for with prepaid vouchers or coupons—see below. You may be required to present a credit, charge, or debit/check card at the commencement of rental and agree to permit KAVAL Car Rentals to bill Charges to that card. By providing a form of payment, you authorize KAVAL Car Rentals to perform a check on your credit and/or other data sources that identify risk associated with a rental of the car by you. KAVAL Car Rentals may decline to rent based on this information. Stored value/prepaid/gift cards are not, and debit cards may not be, acceptable to qualify for rental, but both types of cards may be used for payment at return. Charges not known to KAVAL Car Rentals at the completion of the rental are payable by you, or by the person, corporation, or other entity to whom such Charges are to be billed, immediately upon receipt of an invoice for them or by billing to the credit, charge, or debit card presented at the time of rental, even if cash, another credit, charge, or debit card, or stored value/prepaid/gift card was used to pay for charges at the completion of the rental. The payment of Charges by the use of a credit, charge, debit, or stored value/prepaid/gift card is governed by the terms of your agreement with the card issuer. IF YOU PRESENT A CREDIT, CHARGE CARD, OR DEBIT/CHECK CARD AT THE COMMENCEMENT OF THE RENTAL, YOU AUTHORIZE KAVAL Car Rentals TO RESERVE CREDIT WITH, OR OBTAIN AN AUTHORIZATION FROM, THE CARD ISSUER AT THE TIME OF RENTAL, IN AN AMOUNT THAT MAY BE GREATER THAN THE ESTIMATED CHARGES, EXCLUSIVE OF ANY APPLICABLE DISCOUNTS OR PROMOTIONS THAT ARE APPLIED AT THE TIME OF RETURN. IF YOU USE A DEBIT/CHECK CARD TO QUALIFY FOR A RENTAL, KAVAL Car Rentals WILL NOT BE LIABLE FOR OVERDRAFT CHARGES, OR FOR ANY OTHER LOSSES OR LIABILITIES THAT YOU MAY INCUR IF YOU OVERDRAW YOUR ACCOUNT AFTER KAVAL Car Rentals RECEIVES THIS AUTHORIZATION. IF THE AUTHORIZATION OBTAINED AT THE COMMENCEMENT OF THE RENTAL EXCEEDS THE ACTUAL CHARGES INCURRED IN CONNECTION WITH THE RENTAL, THERE MAY BE A DELAY BETWEEN THE TIME THAT THE CHARGES ARE RECEIVED BY YOUR CARD ISSUER AND THE TIME THAT THE CARD ISSUER RELEASES THE EXCESS. KAVAL Car Rentals WILL PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS FOR ALL ACTUAL CHARGES AT OR FOLLOWING THE COMPLETION OF THE RENTAL. KAVAL

Car Rentals WILL PROCESS A VOUCHER OR PAYMENT SLIP FOR ANY EXCESS AND ADJUST YOUR CREDIT, CHARGE, DEBIT/CHECK CARD, OR STORED VALUE/PREPAID/GIFT CARD ACCOUNT TO REFLECT THIS VOUCHER OR PAYMENT SLIP.

Payment for charges made by you or other individuals directed to bill by you that are not yet known to KAVAL Car Rentals at the completion of the rental are due at the completion of the rental or upon billing to your credit, charge, or debit/check card or upon receipt of an invoice. Charges for rental services and any other charges stated on the rental record will be processed as described above. Charges for miscellaneous services and any other charges not known at the completion of the rental will be billed to your credit, charge, or debit/check card or to your credit, charge, or debit/check card account or invoiced after the completion of the rental.

Your responsibility for loss of or damage to the car and related charges are separate from and in addition to the Charges. Your credit, charge, or debit/check card will not be used to reduce or offset your responsibility for these amounts. Any charges due to KAVAL Car Rentals related to your rental may be billed by or through KAVAL Car Rentals, or an affiliate, under the name of KAVAL Car Rentals, the name of the franchisee that is operating the location where you rented the car, or the name of any agency or other third party that is engaged by KAVAL Car Rentals to collect amounts due to KAVAL Car Rentals. To the extent permitted by law, you expressly agree that you will not make any chargeback claim or reverse a prior payment or deposit to the credit, charge, or debit/check card account you used to pay for the rental. If you initiate a chargeback after paying for a rental, your credit, charge, or debit/check card account will be billed for the full amount of the chargeback and you will not be entitled to a refund of the chargeback amount. The restrictions in this section will not apply to legitimate and authorized chargebacks that result from transactions that are not related to the rental, such as for unauthorized use of the card. However, any such chargeback will not relieve you from your liability for charges that are the subject of the chargeback claim.

****Accidents and Incident Reporting:****

If you are involved in an accident, you will:

- Take all reasonable steps to protect the car from further damage;
- Obtain names, addresses, driver's license numbers, and insurance information from all persons involved in the accident and the names and addresses of any witnesses;
- Promptly report the accident to the police or other law enforcement agency;
- Complete KAVAL Car Rentals's accident report form and any other report KAVAL Car Rentals requires; and
- Promptly report the accident to the card issuer and any applicable insurance carrier and cooperate with their investigation and handling of any claim.

In the event of an accident or theft, your responsibilities extend to notifying KAVAL Car Rentals within 24 hours and filing a report with the police, if applicable by law. If you fail to do so, you are subject to a penalty, as well as your liability for any damage to the car and its theft. It is also necessary that you submit a completed and signed KAVAL Car Rentals accident report form.

You authorize KAVAL Car Rentals and its third-party service providers to investigate the accident, including but not limited to the car's GPS data, and you release KAVAL Car Rentals and its third-party service providers from any claims and liabilities related to such investigation. You further acknowledge that it is a breach of this agreement to fail to report the accident to KAVAL Car Rentals and law enforcement in a timely manner or to fail to cooperate with KAVAL Car Rentals in its investigation. You agree to cooperate in the investigation and defense of any claims against KAVAL Car Rentals related to the accident. You understand that your failure to comply with any of the terms of this paragraph may result in a penalty and/or additional fees or charges to you. Such additional fees or charges may include, but are not limited to, fees or charges for the loss of use of the car, administrative fees, and a reasonable administrative charge for coordinating claims for injuries from bodily injury liability insurance.

****Car Condition:****

You acknowledge that:

- Except as otherwise provided by law, KAVAL Car Rentals will not be liable for personal property that is left in the car.
- The car has not been inspected by a mechanic or other qualified person, and there may be mechanical defects or other problems that are not obvious.
- You have been given an opportunity to inspect the car before accepting it, and you have found it to be in good condition except for any defects or problems that you have identified in writing.
- There are no express warranties, either written or verbal, that apply to the car.

****Accessories:****

You will return the car to the location from which it was rented, on the date and by the time specified on the rental record and in the same condition as when you received it, except for ordinary wear. If you return the car in a damaged condition, you will be responsible for the cost of repairing the damage up to the full value of the car, as determined by KAVAL Car Rentals, and for any other charges that KAVAL Car Rentals incurs in connection with the damage, including but not limited to towing and impound fees.

****Severability:****

If a provision of this agreement is declared by any court to be invalid, it will not affect the validity or enforceability of any other provision of this agreement.

Computation of Charges

TIME CHARGES are calculated based on the rates specified on the Rental Record for daily, weekly, and monthly rentals, as well as additional hours and days (including those exceeding any longer specified rental duration). The minimum rental charge is for one full rental day. Rental days are defined as consecutive 24-hour periods starting from the rental commencement time or any portion of a calendar day as noted on the Rental Record. The extra hourly rate indicated on the Rental Record applies for each full or partial hour beyond a rental day until these extra hours' charges match the daily rate specified on the Rental Record for an additional day. PLEASE NOTE THAT THE RENTAL RATE MAY INCREASE IF YOU RETURN THE CAR MORE THAN 24 HOURS BEFORE OR AFTER THE SCHEDULED RETURN TIME. LATE RETURNS BEYOND A 29-MINUTE GRACE PERIOD ARE SUBJECT TO ADDITIONAL HOURLY AND/OR DAILY CHARGES. As described in paragraph 3, if you return the car after business hours, charges may continue to accrue until the rental location reopens for business. If you fail to comply with any conditions specified on the Rental Record concerning special rates, the standard rental rates of KAVAL Car Rentals will be applied. Any modifications to your agreed return time, date, or location may result in an adjustment to your estimated rate total and the applicable daily or hourly rate. Prices on KAVAL Car Rentals' website are valid only for customers booking from their official country of residence. Booking from a different source country may be considered fraudulent, and KAVAL Car Rentals reserves the right to cancel such reservations without providing a refund. While KAVAL Car Rentals strives to ensure that all prices quoted on booking channels are accurate, errors may occasionally occur. In the event of a price error on your reservation, KAVAL Car Rentals will promptly inform you and offer you the choice to confirm the booking at the correct price or cancel it. If you choose to cancel and have already made payment, you will receive a full refund. In cases where KAVAL Car Rentals is unable to contact you, your reservation will be considered canceled.

MILEAGE CHARGES, including additional mileage fees if applicable, are calculated based on the per-mile rate specified on the Rental Record. The total number of miles driven is determined by subtracting the car's odometer reading at the start of the rental from the reading when the car is returned, excluding tenths of miles. The per-mile rate is then multiplied by the total number of miles driven or, in the case of extra miles, by the number of miles exceeding the limit specified on the Rental Record. The result is the mileage charge.

A SERVICE CHARGE may be applied if you return the car to a location other than the one where you rented it.

LDW, PERS, PAI/PEC, ESP, and LIS CHARGES, if applicable, are due and payable in full for each complete or partial rental day, according to the rates specified on the Rental Record.

TAXES, TAX REIMBURSEMENTS, VEHICLE LICENSING FEES, AIRPORT AND/OR HOTEL RELATED FEES AND FEE RECOVERIES, GOVERNMENTAL OR OTHER SURCHARGES, AND SIMILAR FEES are charged or recovered at the rates specified on the Rental Record or as mandated by applicable law.

TOLL, PARKING & TRAFFIC OCCURRENCES/VIOLATIONS: YOU WILL BE RESPONSIBLE FOR AND WILL PAY ALL TOLL CHARGES, PARKING FEES, TRAFFIC VIOLATIONS, OTHER EXPENSES, AND PENALTIES, AS WELL AS TOWING, STORAGE, AND IMPOUND FEES, AND ANY TICKETS INCURRED WHILE USING, POSSESSING, OR OPERATING THE CAR, WHETHER BY YOU OR AN AUTHORIZED OPERATOR. You authorize KAVAL Car Rentals to release your billing and rental information, including credit card or debit card information or billing account details, as well as rental information, to any electronic toll payment services provider selected by KAVAL Car Rentals (the "Toll Payment Processor") for the exclusive purpose of processing and billing for unpaid toll charges and any violations, fines, penalties, and fees. You further agree to indemnify KAVAL Car Rentals and/or the Toll Payment Processor if they make any such payments on your behalf. You agree to pay applicable service fees (typically \$30) and other charges related to toll charges or violations and provide information about yourself to any court or governmental agency for each unpaid toll charge or toll, parking, or traffic violation incurred during your rental. You understand that KAVAL Car Rentals and the Toll Payment Processor may provide your information, including your name, address, and driver's license number, to the relevant governmental agency or court responsible for issuing or enforcing unpaid toll charges and toll, parking, or traffic violations that occur during your rental. For rentals in the United States, including Hawaii: The service fee that you will be charged if KAVAL Car Rentals or the Toll Payment Processor is required to pay for such infractions or toll charges may be up to \$42.00 per toll charge or citation. You are encouraged to directly pay any applicable tolls, fines, costs, assessments, penalties, fees, surcharges, or other charges to the appropriate court, county government, or relevant agency.

RECOVERY EXPENSE includes all costs incurred by KAVAL Car Rentals in recovering the car as permitted by this Agreement or if the car is seized by governmental authorities due to its use by you, an Authorized Operator, or any other operator with your permission. This includes, but is not limited to, legal fees and court costs.

COLLECTION EXPENSE includes all costs incurred by KAVAL Car Rentals in collecting charges from you or the billed person. This includes, but is not limited to, attorney's fees and court costs.

LATE PAYMENT FEES may be applied to any outstanding balances for charges not paid within 30 days of KAVAL Car Rentals mailing an invoice for such charges to you or the billed person. Such invoices may be sent to your or their specified rental address or your or their billing address on file with KAVAL Car Rentals.

FINES AND OTHER EXPENSES encompass various costs, including fines, penalties, attorney's fees, and court costs resulting from the use of the car by you, an Authorized Operator, or any other operator with your permission.

CHARGES FOR ADDITIONAL SERVICES, such as In-Car Navigation Systems, alternative GPS or other navigation systems, and infant or toddler car seats, if applicable, will be billed at the rates specified on the Rental Record. Charges for additional services, if indicated on the Rental Record as a daily rate, are due and payable for each complete or partial rental day.

RETURN CHANGE FEE: A one-time Return Change Fee of \$[] will be applied if you wish to extend your rental or return the car to a different location, and you do not notify KAVAL Car Rentals at least 12 hours before your scheduled return date/time by calling [PHONE NUMBER], visiting the KAVAL Car Rentals website at www.kavalrentals.com, or using the KAVAL Car Rentals

app. Failure to notify KAVAL Car Rentals of any changes to your scheduled return date/time or location will result in a one-time fee of \$[], plus the cost of the rental based on the actual day and location of return. Please note that rental rates may be subject to increases if any changes are made to your rental, including extensions or changes to the return location (drop fees may apply).

LOST KEYS/KEY FOBs/LOCKOUTS: If you lose the keys/key fob for the car, KAVAL Car Rentals may charge you for the cost of replacing the keys or key fob, as well as the cost of delivering replacement keys/key fob (if possible) or towing the car to the nearest KAVAL Car Rentals location. If you accidentally lock the keys/key fob inside the car and request assistance from KAVAL Car Rentals, they may also charge you for the cost of delivering replacement keys/key fob (if possible) or towing the car to the nearest KAVAL Car Rentals location.

LOST/BROKEN GPS UNITS, CAR SEATS, ETC.: If GPS units, car seats, or any other separately provided products are lost, stolen, or damaged during the rental, you must promptly inform KAVAL Car Rentals, and you will be responsible for the replacement, delivery, and service costs.

SMOKING FEE: In the event KAVAL Car Rentals personnel determine that smoking occurred in the car (based on odor, test strips, or other methods) or that the car smells of cigarette, marijuana, or other smoke, a fee of \$[] will be charged.

ANY OTHER CHARGES specified on the Rental Record will be billed at the applicable rates listed on the Rental Record. If such charges are indicated on the Rental Record as a daily rate, they will be due and payable for each complete or partial rental day.

Charges will continue to accrue until the car is returned to KAVAL Car Rentals or, if the car has been stolen, until you report the theft to both the local police jurisdiction and KAVAL Car Rentals.

Refueling Options

Most KAVAL Car Rentals include a nearly full tank of gas, though exceptions may occur. Three refueling options are available:

1. IF YOU DO NOT PURCHASE FUEL FROM KAVAL Car Rentals AT THE START OF YOUR RENTAL AND YOU RETURN THE CAR WITH AT LEAST AS MUCH FUEL AS IT HAD WHEN YOU RECEIVED IT, no fuel charge will apply.

2. IF YOU DO NOT PURCHASE FUEL FROM KAVAL Car Rentals AT THE START OF YOUR RENTAL AND YOU RETURN THE CAR WITH LESS FUEL THAN WHEN YOU RECEIVED IT, KAVAL Car Rentals will assess a Fuel and Service Charge at the applicable per-mile/kilometer or per-gallon rate specified on the Rental Record. The per-mile/kilometer rate applies if you do not purchase fuel during the rental, calculated by multiplying the number of miles driven, as recorded on the car's odometer, by the per-mile/kilometer rate stated on the Rental Record. The per-gallon rate applies if you purchase fuel during the rental but return the car with less fuel than when you initially rented it, calculated by multiplying the number of gallons needed to refill the fuel tank to its initial level by the per-gallon rate.

Please note that both methods produce similar results in terms of charges.

3. IF YOU CHOOSE TO PURCHASE FUEL FROM KAVAL Car Rentals AT THE START OF YOUR RENTAL BY SELECTING THE FUEL PURCHASE OPTION, you will be charged according to the rate listed on the Rental Record for that fuel purchase. Opting for this option means you will not incur an additional Fuel and Service Charge. However, you will not receive any credit for fuel left in the tank at the time of return, except in cases where, for rentals other than Replacement Rentals, you drive the car for 75 miles or less and return it with less than a full tank of fuel. In this scenario, you will receive a credit for the amount previously charged for the fuel purchase from KAVAL Car Rentals and will only be charged for the fuel used at the per-mile rate specified on the Rental Record if this results in a lower fuel cost.

Arbitration and Class Action Waiver

THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, INSTEAD OF JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THIS ARBITRATION PROVISION. Except for claims related to property damage, personal injury, or death, ANY DISPUTES BETWEEN YOU AND US ("US" AND "WE" FOR THE PURPOSES OF THIS ARBITRATION PROVISION REFER TO KAVAL Car Rentals CORPORATION, ("KAVAL Car Rentals"), ITS PARENT AND AFFILIATE CORPORATIONS, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND ANY VENDORS OR THIRD-PARTY SERVICE PROVIDERS FOR THE RENTAL TRANSACTION) MUST BE RESOLVED INDIVIDUALLY THROUGH ARBITRATION OR IN A SMALL CLAIMS COURT; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. YOU AND WE BOTH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR A CLASS MEMBER. You and we retain the right to bring any issues to the attention of government agencies. This Arbitration Provision has a broad scope and covers any disputes related to any aspect of the relationship or communications between you and us, whether based on contract,

tort, statute, fraud, misrepresentation, equity, or any other legal theory. This provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. In any arbitration pursuant to this Arbitration Provision, the arbitrator has authority over all issues, including jurisdiction, and any objections regarding the existence, scope, or validity of this Arbitration Provision. The arbitration will be conducted in the county of your billing address unless otherwise agreed. The American Arbitration Association ("AAA") will administer any arbitration under its Consumer Arbitration Rules (the "Rules"), which can be obtained at www.adr.org. You or we may initiate arbitration by sending a written demand for arbitration to the other party (to us, KAVAL Car Rentals [123 Main Street, City, State, ZIP Code, Attn: [Legal Department]]) and two copies to the AAA. The arbitrator may award injunctive relief as well as monetary damages, but only to the extent warranted by the individual party's claim. Judgment on the arbitration award may be entered in any court with jurisdiction. An arbitration award and any judgment confirming it are limited to the specific parties involved and may not be used in any other case, except to enforce the award. The arbitrator cannot consolidate multiple parties' claims or preside over any form of class arbitration. IF

YOU DO NOT AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF RECEIVING THIS AGREEMENT. YOU CAN DO SO BY EMAILING US AT [KAVAL Car Rentals EMAIL ADDRESS] OR BY MAIL TO KAVAl Car Rentals, [ADDRESS], Attn: [Legal Department]. Include your name, address, the Rental Record number, and a clear statement indicating your disagreement with this Arbitration Provision. If you have previously informed KAVAl Car Rentals of your decision to opt out of arbitration, you do not need to do so again.

Responsibility for Property

You acknowledge that KAVAl Car Rentals is not liable for any loss of or damage to your personal property, or that of any Authorized Operators, resulting from your or their actions or omissions, those of third parties, or, to the extent permitted by law, KAVAl Car Rentals's negligence. You and any Authorized Operators waive any claims against KAVAl Car Rentals, its agents, or employees, for loss of or damage to personal property, which includes items left in any KAVAl Car Rentals vehicle or brought onto KAVAl Car Rentals's premises, caused by your or any Authorized Operator's actions or any third party's actions, or, to the extent permitted by law, by KAVAl Car Rentals's negligence, whether in whole or in part. You and any Authorized Operators also agree to indemnify and hold KAVAl Car Rentals harmless from any claims against KAVAl Car Rentals related to the loss of or damage to personal property during any rental under this agreement.

Liability Protection

The following subparagraph (a) applies if your CDP number or rate plan indicated on the Rental Record (if applicable), or, in the case of a replacement rental, the relevant contract with KAVAl Car Rentals's licensor, extends liability protection:

WITHIN THE LIMITS SPECIFIED IN THIS SUBPARAGRAPH, KAVAl Car Rentals WILL INDEMNIFY, HOLD HARMLESS, AND DEFEND YOU AND ANY OTHER AUTHORIZED OPERATORS FROM LIABILITY TO THIRD PARTIES (EXCLUDING FAMILY MEMBERS RELATED BY BLOOD, MARRIAGE, OR ADOPTION WHO RESIDE WITH YOU OR ANY AUTHORIZED OPERATOR) FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE, IF SUCH INCIDENT ARISES FROM THE CAR'S PERMITTED USE UNDER THIS AGREEMENT. THE LIMITS OF THIS PROTECTION, INCLUDING OWNER'S LIABILITY, ARE THE SAME AS THE MINIMUM LIMITS REQUIRED BY THE AUTOMOBILE FINANCIAL RESPONSIBILITY LAW OF THE JURISDICTION IN WHICH THE INCIDENT OCCURS, UNLESS THE CDP NUMBER OR RATE PLAN ON THE RENTAL RECORD INDICATES HIGHER LIMITS. HOWEVER, THESE LIMITS MAY NOT BE SUFFICIENT TO FULLY COVER YOUR LIABILITY IN

AN ACCIDENT. THIS PROTECTION WILL COMPLY WITH ANY APPLICABLE MANDATORY "NO-FAULT" LAW, BUT IT DOES NOT INCLUDE "UNINSURED MOTORIST," "UNDERINSURED MOTORIST," "SUPPLEMENTARY NO-FAULT," OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, KAVAL Car Rentals, AS THE INSURED, HAS WAIVED AND REJECTED THE INCLUSION OF ANY SUCH COVERAGE. IF REQUIRED BY LAW, KAVAL Car Rentals WILL PROVIDE SUCH LIABILITY PROTECTION UNDER A CERTIFICATE OF SELF-INSURANCE OR AN INSURANCE POLICY. KAVAL Car Rentals WARRANTS THAT THE PROTECTION DESCRIBED IN THIS SUBPARAGRAPH IS PRIMARY WITH RESPECT TO ANY INSURANCE COVERAGE YOU OR AN AUTHORIZED OPERATOR MAY HAVE. UNLESS REQUIRED BY LAW, KAVAL Car Rentals DOES NOT PROVIDE ANY "UNINSURED" OR "UNDERINSURED" MOTORIST PROTECTION, PHYSICAL DAMAGE PROTECTION FOR THE CAR, OR OTHER OPTIONAL COVERAGES IN CONNECTION WITH THE RENTAL. YOU AND ANY AUTHORIZED OPERATORS HEREBY WAIVE AND REJECT, TO THE EXTENT PERMITTED BY LAW, INCLUSION OF SUCH PROTECTION. WHERE KAVAL Car Rentals IS REQUIRED BY LAW TO PROVIDE ANY PROTECTION DESPITE THIS AGREEMENT, SUCH PROTECTION SHALL BE SECONDARY TO ANY OTHER POLICIES (WHETHER PRIMARY OR EXCESS), UP TO THE MINIMUM STATUTORY FINANCIAL RESPONSIBILITY LIMITS OF THE JURISDICTION IN WHICH THE INCIDENT OCCURS. KAVAL Car Rentals MAY PROVIDE SUCH LIABILITY PROTECTION UNDER A CERTIFICATE OF SELF-INSURANCE OR AN INSURANCE POLICY.

YOU AND ALL OPERATORS SHALL INDEMNIFY AND HOLD KAVAL Car Rentals, ITS AGENTS, EMPLOYEES, AND AFFILIATES HARMLESS FROM ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION, ATTORNEYS' FEES, AND EXPENSES OF ANY KIND ARISING FROM THE USE OR POSSESSION OF THE CAR BY YOU OR ANY OTHER OPERATOR(S) WITH YOUR, HIS, OR HER PERMISSION, INCLUDING ATTORNEYS' FEES INCURRED BY KAVAL Car Rentals TO ENFORCE ANY OF ITS RIGHTS UNDER THIS AGREEMENT, UNLESS SUCH LOSS ARISES SOLELY FROM KAVAL Car Rentals'S NEGLIGENCE.

The car may not be driven into Mexico or out of the country without obtaining specific written permission from KAVAL Car Rentals, which may be withheld at KAVAL Car Rentals's sole discretion. If such permission is granted, you must also acquire valid insurance for Mexico through KAVAL Car Rentals. KAVAL Car Rentals does not provide any liability protection under this Agreement when the car is in Mexico or outside the United States.

Accidents, Theft, and Vandalism

You are required to promptly and properly report any

accident, theft, or vandalism involving the car to both the police and KAVAL Car Rentals. You must also promptly submit to KAVAL Car Rentals copies of all summonses and legal papers relating to the incident. Failure to do so may result in the denial of the liability protection described in subparagraph (a) above. KAVAL Car Rentals is not responsible for any fines, legal fees, or penalties imposed by any law enforcement agency or court related to your or any Authorized Operator's operation of the car.

The specific details of the agreement you provided appear to be a rental agreement from a car rental company, which outlines the terms and conditions of renting a vehicle. It covers various aspects, including the rental period, charges, refueling options, responsibility for property, liability protection, and procedures to follow in case of accidents, theft, or vandalism. This agreement is quite lengthy and detailed, and I've highlighted some key points for your reference:

1. **Charges**: The agreement specifies how charges are calculated, including time charges, mileage charges, service charges, taxes, and additional fees for services like GPS or car seats.
2. **Refueling Options**: It outlines the options for refueling the vehicle and the associated charges, including purchasing fuel from the rental company or refueling the vehicle yourself.
3. **Arbitration and Class Action Waiver**: The agreement includes a provision that requires disputes between you and the rental company to be resolved through arbitration or in a small claims court on an individual basis, rather than through jury trials or class actions.
4. **Responsibility for Property**: You are responsible for your personal property and any loss or damage to it during the rental period.
5. **Liability Protection**: The agreement explains the liability protection provided by the rental company, including coverage for bodily injury and property damage. It also mentions the limitations of this protection and the need for additional coverage if required.
6. **Accidents, Theft, and Vandalism**: You are required to report any accidents, theft, or vandalism to the police and the rental company promptly. Failure to do so may affect the liability protection provided.

