

Poshcars' Subscriber Agreement

Last revised: May 10, 2023.

This Agreement is a vehicle subscription agreement for the use and custodianship of one or more vehicles between Poshit, Inc. ("Posh", "Poshcars", "us", or "we") and you (the "Subscriber"). All Subscribers are required to accept and comply with the terms and conditions set forth herein. By accepting this Agreement and participating in the Posh Subscription program ("Posh Program"), you accept and agree to comply with the terms and conditions of this Agreement, as it may be amended from time to time as provided herein.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING ANY POSH VEHICLES OR SERVICES, ESPECIALLY BECAUSE THESE TERMS MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION, AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION

IF YOU DO NOT ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU ARE NOT AUTHORIZED TO PARTICIPATE IN THE POSH PROGRAM.

Modification. Posh reserves the right, at our sole discretion, to modify the Services or to modify the Agreement, including these Terms, at any time. If we modify these Terms, we will post the modification on the Services. We will also update the "Last Revised" date at the top of these Terms. If you continue to access or use the Services after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified terms. If the modified terms are not acceptable to you, your sole recourse is to stop using and accessing the Services, immediately return the Posh vehicle in your possession, resolve any outstanding balances and close your Posh Account within 30 days. If you choose to close your Posh Account, the previous effective version of these Terms will apply to you, unless you use the Services during the intervening 30 day period, in which case the new version of these Terms will apply to you. In addition, anytime you subscribe to and hold in possession a

Posh vehicle for more than 30 consecutive days, we will ask you to renew your consent to this agreement every 30 days.

1. Definitions

In this Agreement, the following definitions apply:

- A. "Primary Subscriber" or "You" or "Subscriber": The primary subscription account holder with Posh who is designated to receive and pay all fees, charges and other costs associated with the Posh Program, including application fees, subscription fees, driving charges and other costs or fees as indicated in the Rules and Schedules described below.
- B. "Secondary Driver": Any additional approved driver who is authorized by the Primary Subscriber and Posh to use the Posh Program or access the vehicles under the terms of this Agreement. Additional driving record/insurance verification, application and/or fees may apply for Secondary Driver. A Secondary Driver is subject to the same eligibility requirements as the Primary Subscriber and is subject to all of the terms and conditions of this Agreement.
- C. "Agreement": These Terms, together with the Posh privacy policy, cancellation policy, nondiscrimination policy, applicable insurance terms and certificates, roadside assistance terms, and any additional policy constitute the "Agreement" between you and Posh.
- D. "Rules": All the rules, guidelines or policies of Posh related to a Subscriber's use of the Posh Program, whether set forth in this Agreement, appearing elsewhere on Posh's websites or otherwise issued from time to time by Posh.

2. Basic Terms of Use of the Posh Program

2.1 This Agreement is a vehicle subscription agreement for the use and custodianship of one or more vehicles offered by Posh but does not in itself confer any right to participate in the Posh Program. A Subscriber may only participate in the Posh Program, to the extent available, in accordance with the terms of this Agreement and subject to paying all applicable fees and charges. Nothing contained herein shall guarantee Subscriber access, or use, of any vehicle.

2.2 Posh owns or has license to the mobile and web-based applications it provides to the Subscriber or puts at the Subscriber's disposal during the term of this Agreement. The Subscriber's use of and rights in relation to any Posh vehicle or item provided by Posh under this Agreement are limited to those rights of use stated in this Agreement.

3. Eligibility

3.1 To be eligible for participation in the Posh Program, in connection with their Posh account, the Subscriber must:

- Be at least 21 years of age;

- Hold a valid U.S. or international driver's license that has not expired or been suspended or revoked that authorizes the Subscriber to drive in the jurisdictions in which the Subscriber will use Posh vehicles;
- Agree that Posh may obtain and review the Subscriber's driving history and a credit history and both such histories must meet Posh's then current eligibility requirements, which may change from time to time;
- Use and keep on file a valid bank-issued credit or debit card (no prepaid debit cards) issued in the Subscriber's name;
- Use and keep on file a valid email address and phone number; and
- Accurately, truthfully and fully complete the application process with Posh and deliver all information and documents requested in the application or otherwise.

3.2 Satisfying the foregoing criteria does not automatically give an applicant the right to become a participant in the Posh Program. Acceptance of the applicant's application is subject to approval by Posh in its sole discretion and, without limiting the foregoing, participation in the Posh Program may be denied based upon other factors determined by Posh in its sole discretion. In addition, even if approved for participation in the Posh Program, a Subscriber may be restricted from driving certain Posh vehicles at Posh's sole discretion, for reasons including, but not limited to, the Subscriber's driving or subscription history or Posh's service offerings.

4. Fees and Responsibilities of the Subscriber

4.1 The Subscriber agrees to pay Posh all applicable application, activation, monthly subscription, trip fee, mileage, reimbursement requests and similar fees incurred on the Subscriber's account. Your monthly subscription fee will be charged to you within five days of your approval for participation in the Posh Program. Certain restrictions apply. If at any time you wish to cancel your Posh account, please call us at (413) 210-8346. Subscription plans automatically renew every month. Your driving plan will be charged at the beginning of your trip before you access the vehicle. You have the opportunity to review all fees and costs before booking your trip. You have the responsibility to review and respond to any reimbursement requests including but not limited to tolls, gas, electric charging, cleaning, tickets, over limit mileage, which may be submitted during your subscription period or after your booking has ended. If you do not respond to the reimbursement request within 2 days of the charges being posted, your credit card or debit card on file will be automatically charged. All fees are non-refundable.

4.2 The Subscriber is required to pay all fees and costs incurred (including fees and costs incurred by Secondary Subscribers) when due, including, without limitation, application fees, mileage fees, driving charges (including but not limited to mileage overage and surcharge and/or toll fees), sales and other taxes and levies, and other costs and fees as may be detailed in this Agreement. Subscribers are billed for amounts due via credit or debit card or other means as established by Posh. Any Subscriber account which is past due will be suspended; however, any subscriptions booked in advance shall still be charged to the Subscriber if not timely canceled by the Subscriber. If payment of any amount due is rejected by the credit or debit card provided by the Subscriber, Subscriber's use of the Posh Program may be suspended. Subscribers are responsible for providing and maintaining current credit card or debit card information on

file with Posh. Issues with credit or debit card billings may result in termination of Subscriber's account. Under no circumstance will Posh be responsible for any overdraft or other fees charged by a Subscriber's credit card company or bank. For past due accounts, Posh may also change/adjust the amount (inflation, interest, late fee...) when payment is due and/or terminate the Subscriber's account. In addition, Posh may utilize third parties to collect amounts owed to Posh by a Subscriber and the Subscriber will also be responsible for any collection or similar fees associated with these collection activities. Posh may require you to put a deposit hold on your card prior to you accessing the vehicle.

4.3 Subscribers are responsible for providing and maintaining current email, mobile phone, mailing address and other account information. Telephone calls/texts, email correspondence and social media communications with Posh may be recorded or monitored. By using these communication methods, you are consenting to the recording or monitoring of your calls/texts, emails and social media communications.

4.4 By applying for participation in the Posh Program, you authorize Posh to obtain your driving records from the jurisdiction in which you are licensed. Subscribers who do not have a driver's license from the jurisdiction in which they reside must comply with the licensing requirements of such jurisdiction for driving in that jurisdiction. In addition, Posh may at any time require Subscribers to demonstrate compliance with the licensing laws of their jurisdiction of residence and/or impose further policies regarding the obligation to be licensed in their jurisdiction of residence. Posh reserves the right to request additional information, such as a copy of a passport or proof of address at any time. Because driving a Posh vehicle requires maintaining a good driving record, Posh may, from time to time, check Subscribers' driving records and reserves the right, at its sole discretion, to suspend or terminate the account of any Subscriber who does not meet Posh's eligibility requirements. If the Subscriber's license is suspended or revoked or becomes invalid, if the Subscriber has any further endorsements or accidents on their driving record or if the Subscriber is convicted of or receives a citation for driving under the influence of alcohol or drugs, dangerous or reckless driving or exceeding the relevant speed limit, the Subscriber agrees to report such suspension, revocation, changes, conviction or citation to Posh promptly and acknowledges and agrees this may indicate non-compliance with this Agreement by the Subscriber and may lead to account suspension or closure by Posh. Failure to notify Posh of any such events may lead to the Subscriber not being covered by Posh's liability protection when driving a Posh vehicle and/or termination of Subscriber's account.

4.5 Fees and rates may include the following:

- A. Monthly subscription Fee: If we approve your subscription, your credit or debit card or bank account may be automatically charged a non-refundable subscription fee at the time of your account registration. This amount will be automatically charged monthly. We reserved the right to change the rate. You will have the choice to review/change/cancel your subscription plan before the fee is charged. Special promotion code may be provided by Posh if we decide to waive your subscription fee;
- B. Deposit: We may require a deposit hold on your card upon trip booking, in an amount specified during the check-out process, in order to participate in the Posh program. In connection with your Posh subscription, we may use your deposit to pay certain amounts owed to us. Please note the

deposit amount does not limit in any way the total amount you may owe to us. Provided you have complied with all Posh policies and procedures, any portion of the deposit not applied to amounts owed by you will be returned after termination of your subscription or booking once we have determined that there will not be any further amounts due from you;

- C. Trip fees: You will get a breakdown of trip fees when you select your vehicle and time. Once your trip has been confirmed, the full amount for the trip will be charged once your booking has been completed;
- D. Mileage Fee: You are allotted a maximum of 200 miles/day, 600 miles/week, 1250 miles/month, whichever is lower. You will be charged 0.35/mile for every mile you surpass the limit during your trip. This will be billed after the completion of your trip;
- E. Refueling/EV recharging Fee: Upon the return of a vehicle, your vehicle must be returned at least with the same amount of fuel or charge level (in case of electric car) when you check it out. If your vehicle is returned with a lower level of fuel, a fee may be charged to your account;
- F. Road Toll Fee: Any toll charges incurred during your possession of the vehicle will be charged to your account and an additional processing fee may apply;
- G. Smoking and Cleaning Fee: Smoking is not permitted in our vehicles under any circumstances. This includes smoking devices of any kind, including electronic cigarettes, pipes, or any other smoking apparatus. If, upon the return of a vehicle, we determine that someone has been smoking in the vehicle while the vehicle was in your possession, or that it needs a deep cleaning, you will be charged a \$250 smoking fee and \$150 cleaning fee;
- H. Insurance deductible fee: In case of an accident and/or insurance claim, we may charge you for the deductible amount of \$2500;
- I. Insurance fee: If you do not wish to pay the deductible fee, you may opt for the insurance fee of \$24.99/day at the beginning of the trip;
- J. Late fee: We may charge a late fee of \$65 for every day you are late to return the vehicle;
- K. General Fee: For any violation of this Agreement, you may be charged a general fee of up to \$150 per violation. In addition, you may be charged for any internal or external costs incurred by Posh (including all repair and recovery costs, loss of use costs, legal fees, including, without limitation, attorneys' fees):
 - a. Anytime a visit to the vehicle is required as a result of a violation of this Agreement or otherwise as the result of your actions or
 - b. for any other failure by you to comply with any provision of the Agreement, other than for which a specific fee or charge is specifically provided in the Agreement. Without limiting the generality of the foregoing, you will be charged a fee for any oversight, omission, or negligence on your part that inconveniences Posh or other subscribers, such as returning a vehicle with less than a full tank of gas or charge level, returning a vehicle in a condition that requires additional cleaning, failing to return or losing the keys to a vehicle, failing to turn off a vehicle's headlights, failing to plug in an electric-powered vehicle at the end of reservation (if applicable), causing or permitting damage to a vehicle which requires repair or cleaning of such vehicle (internal or external), returning a vehicle to the wrong place or at the wrong time without prior approval from Posh, leaving the car in a restricted parking zone, not paying a parking ticket, or failing to advise Posh immediately of any theft, vandalism or damage relating to the vehicle, etc. Subscribers

charged for such costs shall be entitled to an itemized list of estimated or actual charges, as applicable, upon request. Subscribers may be charged for estimated costs pending final repair.

- L. You are responsible for all reasonable costs arising from one of our vehicles being (i) returned or left at any location other than the location that we specify for your authorized return or exchange of the vehicle or (ii) seized by a governmental authority, if the seizure arises from your or an Secondary Subscriber's conduct. These costs include (without limitation) parking charges, parking citations, towing, storage and impound fees. You are liable for all attorneys' fees incurred in recovering our vehicle, including from a governmental authority. You are liable for all parking or traffic violation fines incurred during your or a Secondary Subscriber's use of the applicable vehicle, and you authorize us to charge your credit or debit card for such fines as well as an administration fee of \$30 or more for each such fine.

5. Rules for Vehicle Use

5.1 Subscribers are required to take careful note of, and abide by the Rules set forth in this Section. All applicants for participation in the Posh Program should read and understand these Rules before they apply and before they pay any applicable application and/or weekly fees. By becoming a Subscriber or continuing to be a Subscriber, you are deemed to have accepted and agreed to abide by all of the following terms and these terms shall also be deemed to apply to all Subscribers and Secondary Subscribers.

5.2 Persons Permitted to Use Vehicles. Only properly licensed active Posh Subscribers in good standing or approved Secondary Subscribers are allowed to drive Posh vehicles. Non-Subscribers are expressly prohibited from driving a Posh vehicle at any time.

5.3 Prohibited Uses. Unless otherwise approved by Posh, the use of a Posh vehicle under the following conditions is prohibited:

- A. any driving test or similar classes;
- B. any speed race or competition;
- C. or the purpose of towing, pushing, or propelling any trailer or any other vehicle;
- D. for the business purpose of transporting people, delivering goods or operating a taxi or delivery service;
- E. by any person who is under the influence of (i) alcohol or (ii) any drug or medication under the effects of which the operation of a vehicle is prohibited or not recommended;
- F. by any person under the age of 21;
- G. in the carrying out of any crime or for any other illegal activity or purpose;
- H. in an imprudent, negligent, or abusive manner or any other abnormal use of a vehicle;
- I. by any person who has provided Posh with false information or whose representations are determined to be false (including, without limitation, regarding his/her name, age, or address);
- J. by any person who are in our Do Not Rent list;
- K. driving a Posh vehicle from the US into Mexico or any use of a Posh vehicle in Mexico;
- L. carrying a number of passengers that exceeds the designed seating capacity of the vehicle or

- baggage or other items that would cause the vehicle to be overloaded;
- M. carrying or transporting any hazardous, toxic, flammable, dangerous or illegal materials;
- N. driving while using a mobile communication device that may distract you from driving, including driving while texting, emailing, using a cell phone without a hands-free device or otherwise engaging in similar activities that may be prohibited by applicable law; or
- O. use of snow or tire chains.

The foregoing examples are not intended to be exhaustive. Any unreasonable or inappropriate use of a Posh vehicle, as determined by Posh in its sole discretion, may be deemed a violation of this Agreement. Without limiting the foregoing, Subscribers must always use Posh vehicles in accordance with all highway and other applicable laws and regulations. Posh may report to the authorities any use of a Posh vehicle or other activities that are in violation of law.

Posh may immediately suspend or terminate the use of its service by any Subscriber for a violation of any of these terms. Upon suspension or termination, any existing subscriptions for the Subscriber or Secondary Subscribers (as the case may be) may be canceled by Posh at its sole discretion. In addition, Subscribers will be responsible for any and all costs, charges, fees and expenses incurred by Posh as a result of a breach of any of these Rules.

5.4 Reserving Posh Vehicles. Subject to availability, Subscribers must always reserve a Posh vehicle in advance of use and will typically be billed for usage fees at the time of booking your vehicle. The minimum period for which a Posh vehicle may be reserved is one day. If you wish to cancel a subscription or shorten the period for which a vehicle has been reserved, you must let Posh know in advance and receive confirmation from Posh. If you wish to extend a subscription, you may do so only if (i) the vehicle is available for use for the extension period (for example, it is not reserved by another Subscriber), (ii) the request to extend is completed prior to the scheduled expiration time of your existing subscription and (iii) you have sufficient credit/funds available on the credit/debit card used to make the subscription to pay for the extension.

5.5 Vehicle Pick-up and Return/Vehicle Condition/Stolen Vehicles/Belongings and Lost Property. You must pick up the selected vehicle at one of the designated Posh vehicle pick-up locations and return it clean and in good working order, to the correct and designated Posh vehicle pick-up location by no later than the end time of your subscription. Prior to taking possession of a vehicle, you must (i) conduct an exterior walk-around and an interior look-over of the vehicle and report your findings to Posh; (ii) submit your contact information, photo of your driver's license, insurance information; and (iii) submit a "selfie" photo of your face. Before driving the vehicle, you must advise Posh of any damage or abnormality encountered on the vehicle or in the operation of the vehicle. Without limiting the foregoing, you should report to Posh any warning lights that stay on after the ignition is engaged, any indication of leaking fluids near the vehicle, any cracks or chips in the windshield, missing or inoperable signal or driving lighting, broken or missing rear-view mirrors, or any other condition that may render the vehicle unsafe to operate. If Posh is not notified of a problem at the start of a subscription, you will be deemed to be responsible for any problem with the vehicle discovered or reported after your subscription begins, including, without limitation, damage to the vehicle, lack of cleanliness or low fuel/EV charging. You may be charged a

damage fee, a cleaning fee, low fuel fee or other applicable fees, and Posh may suspend, or may even terminate, your account. The key, key fob or other starting device and any attached accessories to the vehicle must be returned to its designated position within the vehicle at the conclusion of the subscription. The vehicle must be locked at all times when it is not in use during your subscription. You must advise Posh immediately if you fail to leave the key/fob/starting device and/or any attached accessories in the vehicle. You will be charged additional fees for the vehicle until the key/fob/starting device and any attached accessories are returned and you will remain responsible for the vehicle during such period. Subscribers are responsible for all charges and costs incurred related to the Posh vehicle for the entire period of the subscription and until the vehicle is returned to its designated location. Posh vehicles must be returned no later than the end time of the subscription. The Subscriber will be billed for the full amount of the subscription time period, even if the vehicle is returned early. Should a vehicle be returned late, the Subscriber may be responsible for late fees. Stolen vehicles must be immediately reported. Subscribers must check that they have not left any belongings in the Posh vehicle when they return the vehicle. Posh shall not be held liable for any belongings left in a vehicle or stolen from a vehicle, and the Subscriber agrees not to hold Posh responsible for any such belongings, whether of the Subscriber or any third party.

5.6 Refueling/EV recharging. When you use a Posh vehicle, you are responsible for the cost of fuel/EV charging. While a vehicle remains in your possession, you will purchase your own gas or EV charging. At the conclusion of your subscription, you must return the Posh vehicle with the same fuel/charge level as when you pick it up. If the vehicle's fuel tank is not at least the same at the time the vehicle is returned, **a fee may apply. Subscribers must ensure that they use the correct fuel when refueling the vehicle (gasoline or diesel) (Premium or regular) Fuel decontamination costs and any other damage or costs (including roadside assistance or recovery) arising from the use of the incorrect fuel will be the Subscriber's responsibility. If you charge a Tesla at the Tesla supercharging station, Posh will request a reimbursement from you either during the trip when the cost incurs or at the end of the trip. You must be mindful that Tesla will charge you idle fees if you leave the vehicle plugged in once charging has been completed. If that happens, Posh will request the reimbursement for the idle fee from you.**

5.7 Maintenance/Cleanliness. Posh will perform all necessary and required routine maintenance on all of its vehicles. However, Subscribers are responsible for the cleanliness of vehicles and we expect Subscribers to assist in helping us to maintain the driving safety and performance of the vehicle when the vehicle indicates that service or maintenance is required, by calling (413) 210-8346. Atypical noises or driving feel, including but not limited to warning lamps, indicators, inappropriate or strange engine or other mechanical sounds, performance changes or unusual driving feel, must be reported to Posh as soon as noted. Failure to report such irregularities during the use of a Posh vehicle may result in the Subscriber's immediate suspension or termination of account as well as the Subscriber being responsible for any damages resulting from the continued use of the vehicle despite such irregularities. Such damages will be the Subscriber's responsibility. Vehicles may require Roadside Assistance from time to time. Posh provides Roadside Assistance support as part of our service, and Subscribers are typically required to stay with the vehicle. If, however, a Subscriber's need for Roadside Assistance results from a breach of this Agreement, abandonment of the vehicle or a violation of the Agreement, the Subscriber may be charged for the costs of the service.

5.8 Breakdown or Incidents. All breakdowns, accidents or similar incidents involving Posh vehicles

must be reported to Posh immediately by phone to (413) 210-8346.

a. Breakdown and Roadside Assistance. When using a vehicle, you must follow the owner manual's instructions. If a problem arises that prevents or limits the use of the vehicle or that may compromise safety, you must immediately notify Posh and follow Posh's instructions. In some instances, Subscribers may be required to pay for towing, repairs, and other expenses, if authorized by Posh. In any case, Subscribers may be responsible for additional fees if they abandon a vehicle without Posh authorization.

b. Jump start. If you perform a jump start to the Posh vehicle, you must inform Posh prior to doing so/immediately. You are fully responsible for any damage that may result from the improper use of jumper cables or other tools. It is strictly forbidden to provide a jump start from a Posh vehicle to a non-Posh vehicle.

c. Incidents. In case of an incident involving property damage or any third party, the Subscriber must fill out an official police report form, and, if possible, provide a jointly agreed-upon statement, complete Posh's incident report form, and obtain the following information:

1. Date, time, and place of incident;
2. The license plate numbers of any other vehicles involved, their make and year, their vehicle identification number (VIN or serial number), and the insurance certificate's number (with name, address and phone number of the insurance agent);
3. agent);
4. The names, addresses, and driver's license numbers of the persons involved in the incident;
5. The name, address, and driver's license number of the owner of the car (if he or she is not the driver);
6. The name, addresses, and phone number of witnesses, passengers, and any other involved persons;
7. Circumstances of the incident; and
8. A police report is required regardless of liability or fault.

d. Investigation and procedure. Subscribers must provide to Posh and any other claims adjustment service the findings of any report or any notice relating to a claim or a lawsuit against Posh regarding any incident involving a Posh vehicle. Subscribers agree to cooperate fully and promptly with Posh in the investigation and defense of any such claim or lawsuit. A Subscriber's account might be suspended until the investigation has been concluded. The Subscriber shall be responsible for the costs related to the repair, recovery, and loss of use of any Posh vehicle and all third party injuries and property damages resulting from any of the foregoing incidents. Estimates for any costs will be available to the Subscriber for review and costs may be assessed in advance of repair. Please note that a Subscriber may be responsible for all applicable damages and costs arising from the Subscriber's failure to comply with the terms of this Agreement.

5.9 Traffic Violations. You are responsible for any traffic violations incurred during your subscription or as a result of your use of a Posh vehicle. These include, but are not limited to parking, speeding, red light, photo enforcement, and toll violations. You are liable for all penalties/fees from any such violation, including fines for late payment and any processing penalties/fees added by the issuing municipality.

There are no parking privileges included in your subscription. You are liable for payment of all tolls and any fines for toll evasion. Wherever possible it is the Subscriber's responsibility to pay the relevant authorities directly. Posh may impose a fee of \$30 or more in connection with processing any such violations. You must report such violations to a Posh Representative as soon as possible within the prescribed deadline for the violation (for example, if the case is being taken to court). All unreported traffic violations will be the responsibility of a Subscriber if they occur during the time period during which such Subscriber is using or responsible for the Posh vehicle. Where a violation, incurred during the Subscriber's subscription period or after it as a result of failure to adhere to driving, vehicle, traffic or parking regulations, is sent directly to Posh, you agree that Posh will pay the penalty/fee on behalf of the Subscriber and add the penalty/fee to the Subscriber's account. You will be able to access the incident receipt. Posh may transfer liability for the penalty/fee to the Subscriber in which case the Subscriber would be wholly responsible for all correspondence with the appropriate authority and any penalties/fees due. Any right to contest, appeal, or transfer liability, on any driving, vehicle, traffic or parking charge issued by any authority or body belongs to Posh and will be at Posh's absolute discretion. In the case of speeding notices, Posh may pass on the offending Subscriber's details to the police or other authorities.

5.10 Smoking and Pets. Smoking of any kind is absolutely prohibited in Posh vehicles. Subscribers are subject to \$250 smoking fee and \$150 cleaning fees if evidence of smoking is found in Posh vehicles. Pets are not permitted if evidence of damage due to pets is found in Posh vehicles or if the vehicle requires a deep cleaning upon return of the vehicle. The cleaning fee is \$150.

5.11 Right to Swap Vehicles. Subscribers shall have the right to swap their current vehicle for a different type of vehicle in the same Subscription tier, subject to availability and subjected to approval by Posh according to your subscription plan. Your vehicle swap requests will be processed per vehicle category. A swap fee may apply if it is not included in the subscription plan. You are not guaranteed any particular make or model at any time. If you wish to swap your current vehicle for a vehicle in a different tier, you must terminate your current subscription and begin a new subscription for the different vehicle. Please contact Posh to arrange for a swap.

5.12 Right to Access Vehicles. Posh shall have the right to access the vehicle in your possession at any time to inspect its condition or to perform maintenance. Posh shall have the right to require you to immediately swap the vehicle in your possession at any time for an equivalent or better vehicle if

- (i) the subscription period extends beyond three months;
- (ii) Posh determines your current vehicle needs maintenance or is subject to a recall;
- (iii) Subscriber encounters difficulties with the operation or performance of the vehicle; or
- (iv) Posh wishes to replace it with another vehicle. Subscriber shall be required to check in with Posh monthly and renew their consent to the Agreement either through its website or by calling (413) 210-8346 so that Posh can assess the condition of the vehicle and any potential maintenance requirements. Subscribers must also immediately return the vehicle upon termination of Subscriber's subscription for any reason, or if Posh, in its sole discretion, otherwise determines return of the vehicle is necessary.

5.13 Right to Repossess Vehicles. Posh can repossess the vehicle at any time in its sole discretion for reasons that include, but are not limited to, the following: the vehicle is found illegally parked, being used to violate the law or the terms of this Agreement, or appears to be abandoned, or your account is behind on his payment. You agree that Posh needs not notify you in advance and that Posh may take any actions reasonably necessary to obtain possession of the vehicle, including remotely disabling the engine, remotely locking the doors, tracking the location of the car through GPS tracking devices and utilizing for Posh's benefit any other devices connected to the vehicle or affecting the vehicle's operation. If the vehicle is repossessed, you will be charged an administrative fee of \$400 and you also agree to pay or reimburse Posh for the actual and reasonable costs incurred by Posh relating to repossessing the vehicle, including but not limited to, charges for cleaning, damages, or new keys. You agree that such costs may first be deducted from your Deposit and then any remaining costs will be charged to the credit or debit card or account you have on file with Posh. In addition, Posh may utilize third parties to collect amounts owed to Posh by a Subscriber and the Subscriber will also be responsible for any collection or similar fees associated with these collection activities.

5.14 Connected Car Data.

Equipment - Certain cars contain devices that monitor the car's condition, performance and operation, track fuel consumption, distance traveled, location and other information (the "Connected Car Data"), and may transmit such Connected Car Data to us, our third party providers and/or the car manufacturer. Some or all of these communications are turned on all the time, even when other services or other media in the car are turned off. We cannot guarantee that a car without these features will be available at your time of rental.

These devices may have been installed by us, on our behalf, or by the car manufacturer. If the devices are installed by the car manufacturer, the car manufacturer will process the Connected Car Data in accordance with its privacy notice. We may use a third party to process the Connected Car Data on our behalf.

Uses - If equipped and where permitted by law, we use these devices and the Connected Car Data for some or all of these purposes:

- (i) to provide certain aspects of our services to you e.g. remote lock/unlock, remote disable engine/cancel ignition, and automatically transmit vehicle data such as location, odometer, fuel level, tolls incurred and other data during the subscription;
- (ii) to manage your subscription, e.g. start your subscription or swap your car;
- (iii) to enable us to better understand how our cars are being used;
- (iv) to optimize our operations; (v) to assist in the handling of any liability or property damage claims;
- (vi) to provide roadside assistance services;
- (vii) to assist in the recovery of cars which are overdue, lost or reported stolen, or suspected of being lost or stolen;

- (viii) to develop new products and services and enhance our existing products and services;
- (ix) to respond to requests from law enforcement and/or regulatory authorities;
- (x) as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services,
- (xi) to protect the rights and/or property of Posh or third parties;
- (xii) when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or in other circumstances in which we reasonably believe our cars are being or have been used in violation of law or otherwise in the commission of a crime; and
- (xiii) to comply with law.

6. Damages; Damage Fee.

6.1 A Subscriber is financially responsible for any and all damages not covered by insurance that occur to a Posh vehicle while in the Subscriber's possession or control (including the entire time the vehicle is reserved under the Subscriber's account) even if damage is weather-related, caused by a third party or arises from similar causes, and is responsible for the full value of any damages or injuries not covered by insurance caused to third parties or their property. Such damages include, without limitation, the repair costs (estimated or actual) for the Posh vehicle and third party property, injuries to third parties, costs associated with the related recovery or transportation of Posh vehicles, and the loss of use of Posh vehicles or third party property. *Our vehicles are insured by Lula and/or Progressive. The Subscriber is responsible for the \$2500 deductible fee in any case of insurance claim.*

7. Term and Termination

7.1 This Agreement shall commence upon the acceptance by Posh of the Subscriber's completed subscription application and the payment by the Subscriber of any applicable fees. The term of this Agreement shall auto-renew and continue until such time as the subscription is canceled in accordance with this section. A Subscriber may terminate a subscription at any time by calling us at (413) 210-8346 and such termination shall be effective at the conclusion of the month. All and any planned trips scheduled for after the account termination will be canceled. If the trip is within 24 hours from the account termination, a cancellation fee may still apply. With respect to any termination or cancellation of this Agreement, the Subscriber shall remain responsible for any fees, costs or expenses incurred prior to termination of this Agreement. Posh may also, upon notice to the Subscriber or any Associate Subscriber, immediately terminate this Agreement if the Subscriber

- (a) fails to pay any sum due under this Agreement,
- (b) fails to comply with any term or condition specified in the Agreement,
- (c) is involved in an incident with a Posh vehicle that, in Posh's reasonable sole discretion, renders the Subscriber or Secondary Subscriber ineligible or inappropriate for continued

participation in the Posh Program,

(d) engages in any activities or conduct that Posh, in its reasonable sole discretion, determines to be inappropriate, negligent, offensive, abusive or otherwise unacceptable; or

(e) is not paying the Subscriber's debts as such debts generally become due, becomes insolvent, files or has filed against the Subscriber a petition (or other document) under any bankruptcy or insolvency law or similar law that is unresolved within sixty (60) days of the filing of such petition (or document), proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes a general assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession of any of the Subscriber's property or business. No subscription or other fees will be refunded in the event of termination pursuant to this Section

7.2. Upon termination, all of the Subscriber's and Associate Subscriber's rights to use Posh's services and vehicles shall immediately terminate. The Subscriber agrees to return immediately to Posh any vehicle or any other property of Posh that the Subscriber has in the Subscriber's possession. Additionally, the Subscriber shall be responsible for and agrees to pay any legal fees, court costs or expenses associated with enforcing the terms of this Agreement, whether upon termination or otherwise (including, without limitation, any costs relating to recovering any of the foregoing property or any amounts due and owing to Posh).

8. Limitations of Liability

8.1 UNDER NO CIRCUMSTANCES WILL POSH BE LIABLE TO ANY SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT, REVENUE, GOODWILL, BUSINESS OPPORTUNITY OR ANTICIPATED SAVINGS, ARISING FROM OR RELATED TO THIS AGREEMENT OR USE OF THE POSH PROGRAM.

8.2 Without limiting the foregoing, Posh shall have no liability for any loss of, or damage to, any goods in or on the vehicle or in or on any third party vehicle, any loss, damage, injury or death in relation to any Subscriber or any third party arising from the use of a Posh vehicle, loss or damage incurred by the Subscriber as a result of any claims made by a third party, or loss or damage incurred by the Subscriber arising from or in relation to either (i) the subscription, non-availability, supply, operation or use of a Posh vehicle or (ii) any vehicle accessories, whether supplied by Posh or by a Subscriber (for example, luggage racks, bicycle racks, baby seats and the like; the Subscriber is responsible for the safe installation of such accessories and must check the condition of such accessories before each use), unless in each case such loss or damage is incurred due to our negligence or failure to carry out our responsibility.

9. Dispute Resolution by Binding Arbitration and Class Action Waiver

9.1 Pre-Dispute Resolution Procedure. For the purposes of this Section, "Posh Party" or "Posh Parties" shall mean Posh and Posh's service providers and licensors, and their respective officers, directors, employees, contractors and agents when providing services for/on behalf of Posh. Before asserting a

claim in any proceeding (including in an individual arbitration or in a small claims proceeding), you and the applicable Posh Party agree that each of you shall give the other party written notice of the claim to be asserted 30 days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you are intending to assert a claim against a Posh Party, you must send the written notice of the claim to 100 Tradecenter Drive, Woburn, MA. If Posh is intending to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED IN THIS PRE-DISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF).

9.2 Agreement to Arbitrate. Except as otherwise provided in section 9.8 of this dispute resolution provision, in the event of a dispute that cannot be resolved informally through the pre-dispute resolution procedure, **you and the Posh Parties agree to arbitrate all disputes and claims arising under or relating to any of these Terms, Posh's vehicles, Posh's services, or any other transaction involving you and Posh, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis.** The interpretation and scope of this provision, and the arbitrability of the dispute or claim, are for the arbitrator to decide.

9.3 What is Arbitration? Arbitration is more informal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Under this dispute resolution provision, arbitrators can award the same individual relief affecting individual parties that a court can award, including damages and an award of attorneys' fees, if the applicable law allows. BY AGREEING TO RESOLVE DISPUTES THROUGH ARBITRATION, YOU AND POSH AGREE TO EACH UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY OR COURT.

9.4 Class Action Waiver. YOU AND THE POSH PARTIES AGREE THAT ANY CLAIMS BROUGHT BY YOU OR THE POSH PARTIES WILL BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND WILL NOT BE BROUGHT AS A CLASS, REPRESENTATIVE, COLLECTIVE OR PRIVATE ATTORNEY GENERAL ACTION. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a class, representative, or private attorney general proceeding. You and the Posh Parties agree to seek only such relief-whether in the form of damages, an injunction, or other non-monetary relief-as is necessary to resolve any individual injury that either you or Posh have suffered or may suffer. In particular, if either you or a Posh Party seek non-monetary relief, such relief must be individualized and may not affect individuals or entities other than you or the applicable Posh Party. This requirement that claims be brought in binding arbitration only in an individual capacity and not as a representative, private attorney general, or class Subscriber ("Class Action Waiver") is non-severable. If the Class Action Waiver is found to be unenforceable, then the entirety of this dispute resolution provision shall be null and void.

9.5 Applicable Law and Rules. The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial disputes from the American Arbitration Association ("AAA"). As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's rules for commercial arbitration and, if the arbitrator deems

them applicable, the procedures for consumer-related disputes. For more information on AAA, its rules and procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

9.6 Hearings and Decisions. If you are an individual, arbitrations will proceed at a location that the arbitrator selects in the county of your primary residence unless you and the applicable Posh Party agree otherwise. If you are not an individual person (but are instead, for instance, a partnership, corporation, or other form of entity or non-natural person) (hereafter "Entity Subscriber"), arbitrations shall proceed at a location that the arbitrator selects unless you and the applicable Posh Party agree otherwise.

Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and may be enforced in any court of competent jurisdiction. Further, an arbitrator's award and any judgment confirming it shall apply only to that specific case and cannot be used in any other case except to enforce the award itself.

9.7 Fees and Costs. If you are an individual (and not an Entity Subscriber), in the event that (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, the applicable Posh Parties will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. Posh also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration. However, the Posh Parties will not pay your share of the arbitration fees if the arbitrator finds that either your claim or the relief sought is frivolous or brought for an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11(b).

9.8 Small Claims, Personal Injury Claims and Vehicle Damage or Loss Claims. The following disputes and claims are exempt from Sections 9.1-9.7: (a) unresolved disputes and claims that are filed in a small claims court; (b) disputes and claims regarding personal injury and/or damage to or loss of a vehicle related to your Posh subscription; and (c) if you are an Entity Subscriber, disputes over the validity of any party's intellectual property rights.

9.9 Conflicts. In the event of any conflict between this dispute resolution provision and any other dispute resolution provision in any other agreement between you and Posh, the dispute resolution provision in this Agreement shall govern.

9.10 Modification of this Provision. Notwithstanding any provision in this Agreement to the contrary, we agree that if Posh makes any material change to this arbitration provision, including the deletion of this provision, that change will not apply to any dispute that you had already provided Posh notice of in writing.

9.11 Third Party Beneficiaries. Without limitation of any of the foregoing, you acknowledge and agree that with respect to the dispute resolution provisions in this Section 9, each applicable Posh Party shall be deemed to be an intended third party beneficiary of this Section 9, with authority to enforce this Section 9.

10. Miscellaneous Provisions

10.1 By applying for participation in the Posh Program and becoming a Posh Subscriber, the Subscriber represents and warrants to Posh that the Subscriber has received all explanations as the Subscriber may have reasonably requested concerning the content of this Agreement, and that the Subscriber has carefully reviewed and understands the Subscriber's commitments and obligations hereunder.

10.2 To the fullest extent permitted by applicable law, this Agreement and any notices or other communications (including, without limitation, by e-mail) regarding access to and/or use of the Posh program may be provided to Subscriber electronically, and Subscriber hereby agrees to receive electronic communications from Posh in an electronic form. Electronic communications may, and will be delivered to the email address that Subscriber provided to Posh in their application. Subscriber expressly agrees that any notice or other communications required under this Agreement may be given in email form or via the website/app. In addition, Subscriber expressly agrees that it is Subscriber's sole responsibility to keep Subscriber's email address current and accurate by providing Posh with written notice of any changes to the same or updated on the website/app, and that Posh may reasonably assume that any communications sent to the email address provided will be received by Subscriber. Subscriber's consent to receive communications electronically is valid until Subscriber revokes their consent.

10.3 The rights granted to the Subscriber or Secondary Subscribers under this Agreement are not assignable or transferable, in whole or in part. Any attempt to transfer this Agreement without the written consent of Posh shall be void and of no force and effect. Posh may assign this Agreement to an affiliate or to another entity in connection with a corporate transaction or otherwise.

10.4 No delay or omission by Posh to exercise any right or power occurring upon any noncompliance or default by the Subscriber with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. Any waiver by Posh of any covenant, condition, or agreement to be performed by the Subscriber shall not be deemed to be a waiver of any prior or subsequent breach of the same, or of any other covenant, condition, or agreement hereunder. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

10.5 If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

10.6 This Agreement is governed by the laws in force in the Commonwealth of Massachusetts and shall be interpreted according to the internal laws of such Commonwealth, without reference to its conflicts of laws or choice of law rules. All disputes hereunder shall be resolved solely in the applicable state or federal courts of Massachusetts. The parties hereby consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

10.7 Any legal notices or communication required or permitted to be given to the Subscriber shall be in writing and shall be sufficiently given if delivered by email or mailed to the Subscriber at the email or

postage address provided to Posh in the Subscriber's completed application or as updated by the Subscriber and on file with Posh. Any legal notices or communication required or permitted to be given to Posh shall be in writing and shall be sufficiently given if delivered via email or mailed as follows:

Posh It, Inc. Attention: 100 Tradecenter Drive, Woburn, MA 01801.