

CAR RENTAL TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS, THE RENTAL RECORD SIGNED BY YOU AND ANY OTHER DOCUMENTS WHICH YOU ARE REQUIRED TO SIGN WHEN YOU RENT THE CAR, AND WHICH MAY BE SIGNED ELECTRONICALLY, WHICH BOTH YOU AND HERTZ AGREE SHALL BE TREATED AS AN ORIGINAL, 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 YOU AND THE HERTZ COMPANY OR LICENSEE WHICH IS IDENTIFIED ON THE RENTAL RECORD ("HERTZ").

1. 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 Hertz. No one other than Hertz may transfer the Car or any rights or obligations under this Agreement. Any attempted transfer or sublease of the Car by anyone other than Hertz is void. Neither You nor any Authorized Operators are agents of Hertz. No one may service or repair the Car without Hertz's prior express approval. HERTZ MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE CAR IS FIT FOR ANY PARTICULAR PURPOSE.

2. WHO MAY OPERATE THE CAR

Only You and the following persons, with Your permission ("Authorized Operators"), may operate the Car:

(a) For rentals ("Replacement Rentals") which are designated as replacement rentals on the Rental Record, any person specifically named as an insured on Your automobile policy; and (b) for rentals other than Replacement Rentals, any person who meets Hertz's qualifications and who signs an Additional Authorized Operator form at the time of rental or who is authorized under Your Hertz CDP number, if any, shown on the Rental Record. All Authorized Operators must be at least 21 years old and must have a valid driver's license from a jurisdiction acceptable to Hertz. Except to the extent necessary for valet parking or in an emergency no other persons are permitted to operate the Car: for purposes hereof, an "emergency" shall mean urgent circumstances which under the laws of the jurisdiction in which the alleged emergency occurred. With respect to persons who must sign an Additional Authorized Operator Form, other qualifications may, at Hertz's discretion, be in effect at the time and place of rental and, where permitted by law, Hertz may impose an additional fee for such persons. By operating the Car (whether or not an Additional Authorized Operator form is completed), 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 (for example: the obligations contained in Paragraphs 9 and 10).

3. RETURN

ORDINARY WEAR DUE TO REASONABLE USE EXCEPTED, YOU MUST RETURN THE CAR TO HERTZ IN THE SAME CONDITION IT IS IN WHEN YOU RECEIVE IT. YOU MUST RETURN THE CAR TO HERTZ BY THE DUE DATE SPECIFIED ON THE

RENTAL RECORD, OR SOONER IF DEMANDED BY HERTZ. IN NO EVENT MAY YOU KEEP THE CAR FOR MORE THAN THIRTY (30) DAYS, UNLESS AUTHORIZED IN WRITING BY HERTZ. **A RETURN CHANGE FEE WILL APPLY TO ANY CHANGE IN YOUR SCHEDULED RETURN DATE, TIME, OR LOCATION. IF YOU RETURN THE CAR BEFORE OR AFTER YOUR SCHEDULED RETURN DATE AND TIME AND FAIL TO TIMELY NOTIFY HERTZ, HERTZ WILL CHARGE YOU AN EARLY/LATE RETURN FEE.** THE CAR WILL REMAIN SUBJECT TO THESE TERMS AND CONDITIONS UNTIL HERTZ HAS INSPECTED AND ACCEPTED IT; IF YOU RETURN THE CAR AFTER HOURS, (A) YOU ARE RESPONSIBLE FOR ANY DAMAGE TO THE CAR UNTIL HERTZ HAS INSPECTED AND ACCEPTED IT ON THE NEXT DAY THAT THE RETURN LOCATION IS OPEN FOR BUSINESS AND (B) TIME CHARGES, CHARGES FOR DW, LDW AND PAI/PEC AND ANY CHARGES FOR ADDITIONAL SERVICES OR OTHER CHARGES WHICH ARE 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 WHEN REQUIRED BY THIS AGREEMENT, THEN AFTER HERTZ SENDS YOU A WRITTEN DEMAND TO RETURN IT, SENT TO YOUR ADDRESS SHOWN ON THE RENTAL RECORD OR OTHERWISE PROVIDED TO HERTZ, HERTZ MAY, 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 PARAGRAPH 5, THEN HERTZ MAY RECOVER THE CAR WITHOUT DEMAND. TO THE EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHT TO A HEARING OR TO RECEIVE ANY NOTICE OR LEGAL PROCESS AS A PRE-CONDITION FOR HERTZ 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 HERTZ MAY USE ELECTRONIC OR VERBAL MEANS TO CONTACT YOU. YOU AGREE THAT HERTZ MAY USE ANY EMAIL ADDRESS OR TELEPHONE NUMBER YOU PROVIDE TO CONTACT YOU, INCLUDING MANUAL CALLING, VOICE MESSAGES, TEXT MESSAGES, EMAILS OR AUTOMATIC TELEPHONE DIALING SYSTEMS. THE CAR MAY BE EQUIPPED WITH GLOBAL POSITIONING TECHNOLOGY, OR OTHER TELEMATICS SYSTEMS AND A TRANSMITTER THAT ALLOWS HERTZ TO TRACK OR OTHERWISE LOCATE THE CAR AND PRIVACY IS NOT GUARANTEED. YOU ACKNOWLEDGE THE DATA DERIVED FROM THE TELEMATICS AND OTHER DEVICES MAY CONTAIN PERSONAL INFORMATION AND YOU AUTHORIZE HERTZ TO SHARE THAT DATA WITH THE DEVICE MANUFACTURER, THE ORIGINAL EQUIPMENT MANUFACTURER AND AFFILIATES (COLLECTIVELY, "OEM"), SERVICE PROVIDERS, AND OTHER THIRD-PARTIES TO WHOM HERTZ OR THE OEM GRANTS ACCESS. TO THE EXTENT PERMITTED BY LAW, YOU AUTHORIZE HERTZ', THE ORIGINAL MANUFACTURER'S (OEM) AND ANY THIRD-PARTY SERVICE PROVIDER'S USE OF THE TECHNOLOGY INCLUDED IN THE CAR, INCLUDING TO TRACK THE LOCATION OF THE CAR, TO DISABLE THE CAR AND TO ASSIST IN THE RESPOSSESSION OF THE CAR. IT IS YOUR RESPONSIBILITY TO DELETE ANY BLUETOOTH SYNCED DATA FROM THE CAR UPON YOUR RETURN. YOU ACKNOWLEDGE THAT, TO THE EXTENT PERMITTED BY

APPLICABLE LAW, HERTZ, 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 ON THE BASIS OF THE DATA DERIVED FROM IN-CAR TELEMATICS AND OTHER DEVICES AND GAUGES. ACTIONS MAY INCLUDE SUSPENSION OR TERMINATION OF YOUR ABILITY TO CONTINUE TO RENT CARS FROM HERTZ OR ITS AFFILIATES. YOU AUTHORIZE HERTZ TO PROVIDE PERSONAL INFORMATION ABOUT YOU AND EACH RENTAL YOU UNDERTAKE USING A CUSTOMER DISCOUNT PROGRAM (CDP) NUMBER OR OTHERWISE IN CONNECTION WITH THE RENTAL TO THE CDP SPONSOR OF THE RENTAL. HERTZ MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE USE OF SUCH INFORMATION BY THE CDP SPONSOR. YOU EXPRESSLY DISCHARGE ANY CLAIMS OF RESPONSIBILITY OF HERTZ REGARDING MISUSE OF INFORMATION BY THE CDP SPONSOR. SUCH INFORMATION MAY INCLUDE, BUT NOT LIMITED TO, NAME; BIRTH DATE; CONTACT INFORMATION (PHONE NUMBER, E-MAIL ADDRESS, MAILING ADDRESS); DRIVER'S LICENSE NUMBER, PROVINCE OF ISSUANCE AND EXPIRATION DATE; CREDIT CARD INFORMATION; CHARGES APPLICABLE TO THE RENTAL; INSURANCE INFORMATION; CAR USAGE INFORMATION (INCLUDING GEOLOCATION, SPEED, AND OTHER DATA); CAR LICENSE PLATE ISSUING PROVINCE AND NUMBER; CAR MAKE, MODEL, YEAR, MILEAGE, COLOR AND NUMBER OF DOORS; RENTAL LOCATION; BACKGROUND AND FINANCIAL INFORMATION; AND RENTAL HISTORY (INCLUDING CURRENT RENTAL AND DUE DATE). YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE CDP SPONSOR MAY PROVIDE PERSONAL INFORMATION ABOUT YOU TO HERTZ. THE CAR MAY HAVE TELEMATICS, TRACKING AND RELATED SERVICES IN WHICH CASE, YOU UNDERSTAND THAT THE ACCESS AND USE OF THE CAR OR THE SERVICE IS SUBJECT TO THE CAR, SERVICE PROVIDER'S OR DEVICE MANUFACTURER'S TERMS AND PRIVACY STATEMENT, WHICH MAY INCLUDE AMONG OTHER TERMS, SERVICE LIMITATIONS, WARRANTY EXCLUSIONS, LIMITATIONS ON LIABILITY, WIRELESS SERVICE PROVIDER TERMS AND PRIVACY PRACTICES. IF YOU RENT A GENERAL MOTORS BRAND CAR (E.G., CHEVROLET, BUICK, GMC, CADILLAC), YOU AGREE TO THE CONNECTED VEHICLE USER TERMS, PRIVACY STATEMENT AND SOFTWARE TERMS AVAILABLE AT www.onstar.com. UPON RETURN, IF THE CAR REQUIRES MORE THAN HERTZ'S STANDARD CLEANING ON ITS RETURN, HERTZ MAY CHARGE YOU FOR THE ACTUAL COSTS INCURRED BY HERTZ TO HAVE THE CAR CLEANED.

4. YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR AND OPTIONAL DAMAGE WAIVERS

(a) EXCEPT AS STATED BELOW, 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, FLOOD, HAIL OR OTHER ACTS OF NATURE OR GOD REGARDLESS OF FAULT.

(b) 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 HERTZ, AN ADMINISTRATIVE CHARGE AND A CHARGE FOR LOSS OF USE, REGARDLESS OF FLEET UTILIZATION. AS MORE GENERALLY PROVIDED IN PARAGRAPH 6, HERTZ MAY, WHERE PERMITTED UNDER APPLICABLE LAW, PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS AGAINST YOUR CREDIT, CHARGE OR DEBIT CARD FOR THESE LOSSES, COSTS AND CHARGES, TOGETHER WITH ANY OTHER APPLICABLE CHARGES, AT OR FOLLOWING THE COMPLETION OF THE RENTAL.

(c) IF YOU HAVE PURCHASED THE OPTIONAL LOSS DAMAGE WAIVER ("LDW"), WHICH IS NOT INSURANCE, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR, EXCEPT (1) TO THE EXTENT OF THE DEDUCTIBLE, IF ANY, SPECIFIED ON THE RENTAL RECORD AND (2) AS DESCRIBED IN SUBPARAGRAPH 4(d). IF YOU HAVE ACCEPTED THE OPTIONAL DEDUCTIBLE WAIVER ("DW"), WHICH IS NOT INSURANCE AND WHICH IS NOT AVAILABLE FOR ALL RENTALS, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR, EXCEPT AS DESCRIBED IN SUBPARAGRAPH 4(d), UP TO AN AMOUNT EQUAL TO THE LESSER OF \$1,000 AND ANY DEDUCTIBLE UNDER YOUR OWN AUTOMOBILE INSURANCE THAT APPLIES TO THE DAMAGE SUSTAINED BY THE CAR. IF YOU ACCEPT DW, YOUR INSURER WILL BE BILLED FOR THE FULL AMOUNT OF THE LOSS; ONLY THE APPLICABLE DEDUCTIBLE UNDER YOUR POLICY (UP TO \$1,000) IS WAIVED AFTER THE LOSS IS PAID. PURCHASE OF LDW, OR DW, EACH OF WHICH ENTAILS AN ADDITIONAL CHARGE, IS NOT REQUIRED IN ORDER TO RENT A CAR AND MAY BE DECLINED. YOUR OWN INSURANCE (OR THAT OF AN AUTHORIZED OPERATOR) MAY COVER ALL OR PART OF YOUR FINANCIAL RESPONSIBILITY (OR THAT OF THE AUTHORIZED OPERATOR) FOR LOSS OF OR DAMAGE TO THE CAR. BEFORE DECIDING WHETHER TO PURCHASE LDW OR DW, YOU ARE ADVISED TO CONSULT WITH YOUR INSURER AND/OR EXAMINE YOUR AUTOMOBILE INSURANCE POLICY AND THAT OF ANY AUTHORIZED OPERATOR TO DETERMINE WHETHER THE POLICY AFFORDS COVERAGE FOR LOSS OF OR DAMAGE TO A RENTED VEHICLE, AND, IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE, INCLUDING THE AMOUNT OF THE DEDUCTIBLE AND ANY OTHER LIMITATIONS AND EXCESSES. YOU ARE ALSO ADVISED TO DETERMINE WHETHER SUCH COVERAGE IS PROVIDED UNDER THE AGREEMENT REGARDING THE CREDIT CARD WHICH IS USED TO PAY FOR THE RENTAL OR FROM ANY OTHER SOURCE AND, IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE.

(d) USE OF THE CAR IN A MANNER PROHIBITED IN PARAGRAPH 5 WILL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, VOID LDW OR DW AND CAUSE YOU TO BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM THAT PROHIBITED USE.

(e) YOU GRANT HERTZ A LIMITED POWER OF ATTORNEY TO PRESENT CLAIMS FOR DAMAGE TO OR LOSS OF THE CAR TO YOUR INSURANCE CARRIER.

5. PROHIBITED USE OF THE CAR

NEITHER YOU NOR ANY AUTHORIZED OPERATOR MAY:

- (a)** PERMIT THE USE OF THE CAR BY ANYONE OTHER THAN YOU OR AN AUTHORIZED OPERATOR;
- (b)** INTENTIONALLY DESTROY, DAMAGE OR AID IN THE THEFT OF THE CAR;
- (c)** TAKE OR ATTEMPT TO TAKE THE CAR ANYWHERE OUTSIDE OF CANADA OR THE UNITED STATES, EXCEPT AS EXPRESSLY PERMITTED UNDER THIS AGREEMENT;
- (d)** ENGAGE IN ANY WILLFUL OR WANTON MISCONDUCT, WHICH, AMONG OTHER THINGS, MAY INCLUDE RECKLESS CONDUCT SUCH AS: THE FAILURE TO USE SEAT BELTS, THE FAILURE TO USE CHILD SEATS OR OTHER CHILD RESTRAINTS WHERE LEGALLY REQUIRED, USE WHEN OVERLOADED, USE OFF PAVED ROADS OR ON ROADS WHICH ARE NOT REGULARLY MAINTAINED, REFUELING THE CAR WITH THE WRONG TYPE OF FUEL, I.E., DIESEL IN A GASOLINE ENGINE OR GASOLINE IN A DIESEL ENGINE, LEAVING THE CAR AND FAILING TO REMOVE THE KEYS, OR FAILING TO CLOSE AND LOCK ALL DOORS, CAR WINDOWS OR THE TRUNK;
- (e)** USE OR PERMIT THE USE OF THE CAR BY ANYONE:
 - (1)** WHILE LEGALLY INTOXICATED OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR OTHER ABSORBED ELEMENTS WHICH MAY ADVERSELY AFFECT A PERSON'S ABILITY TO DRIVE SAFELY;
 - (2)** FOR ANY PURPOSE THAT COULD PROPERLY BE CHARGED AS A CRIME, 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 IN PART FOR POLITICAL, RELIGIOUS, IDEOLOGICAL OR SIMILAR PURPOSE;
 - (3)** TO TOW OR PUSH ANYTHING;
 - (4)** IN A SPEED TEST, SPEED CONTEST, RACE, RALLY, SPEED ENDURANCE CONTEST OR DEMONSTRATION;
 - (5)** IN DRIVER TRAINING ACTIVITY;
 - (6)** TO CARRY PERSONS OR PROPERTY FOR HIRE (I.E., FOR A CHARGE OR FEE);
 - (7)** IF THE CAR HAS BEEN OBTAINED FROM HERTZ BY FRAUD OR MISREPRESENTATION; OR
 - (8)** TO CARRY HAZARDOUS MATERIALS (OTHER THAN CUSTOMARY QUANTITIES OF MATERIALS USED IN THE OPERATION OF THE CAR THAT ARE STORED WITHIN THE CONTAINERS PROVIDED FOR THEM), EXPLOSIVES, BIOLOGICALLY ACTIVE MATERIALS THAT ARE HAZARDOUS TO HUMAN HEALTH OR RADIOACTIVE MATERIAL INCLUDING, BUT NOT LIMITED TO, ANY BIOLOGICALLY ACTIVE OR RADIOACTIVE MATERIAL FOR RESEARCH, EDUCATION, DEVELOPMENT OR INDUSTRIAL PURPOSES, OR FOR PURPOSES INCIDENTAL THERETO; AND
- (f)** FOR REPLACEMENT RENTALS, TAKE OR ATTEMPT TO TAKE THE CAR OUT OF THE PROVINCE IN WHICH IT WAS RENTED WITHOUT FIRST OBTAINING SPECIFIC WRITTEN PERMISSION FROM HERTZ, WHICH PERMISSION MAY BE

WITHHELD IN HERTZ'S SOLE DISCRETION. ANY USE OF THE CAR IN A MANNER PROHIBITED ABOVE:

- (i) TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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, OR DW;
- (ii) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WILL CAUSE YOU TO LOSE THE BENEFIT OF ALL PERSONAL ACCIDENT INSURANCE ("PAI") AND PERSONAL EFFECTS COVERAGE (PEC) AND LIABILITY PROTECTION PROVIDED BY HERTZ UNDER THIS AGREEMENT; AND
- (iii) WILL CONSTITUTE A BREACH OF THIS AGREEMENT, MAKING YOU RESPONSIBLE, TO THE FULLEST EXTENT PERMITTED BY LAW, FOR THE ACTUAL AND CONSEQUENTIAL DAMAGES TO HERTZ CAUSED BY THE BREACH, TOGETHER WITH HERTZ'S RELATED COSTS AND ATTORNEYS' FEES.

6. PAYMENT OF CHARGES

You and any person, corporation or other entity to whom, with Hertz'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 cheque used for payment of Charges that is returned to Hertz unpaid or for any credit, charge, debit or stored value/prepaid/gift card charges which 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 Hertz; however, special rules may apply for rentals which are paid for with prepaid vouchers or coupons--see below. You may be required to present a credit, charge or debit card at the commencement of the rental and to agree to permit Hertz to bill Charges to that card. 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 Hertz 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 therefore 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 a stored value/prepaid/gift card, was used to pay for charges at the completion of the rental. The payment of Charges by 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 OR DEBIT CARD AT THE COMMENCEMENT OF THE RENTAL, YOU AUTHORIZE HERTZ TO RESERVE CREDIT WITH, OR OBTAIN AN AUTHORIZATION FROM, THE CARD ISSUER AT THE TIME OF RENTAL IN A REASONABLE 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 CARD TO QUALIFY FOR A RENTAL, HERTZ WILL NOT BE LIABLE FOR OVERDRAFT CHARGES, OR FOR ANY OTHER LOSSES OR LIABILITIES WHICH YOU MAY INCUR, IN THE EVENT THAT YOU OVERDRAW YOUR ACCOUNT AFTER HERTZ

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. HERTZ WILL PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS FOR ALL ACTUAL CHARGES AT OR FOLLOWING THE COMPLETION OF THE RENTAL. Hertz may audit all Charges. If any errors are found, You will pay the corrected Charges. If payment was by credit, charge or debit card, You authorize Hertz to correct the Charges with the card issuer. Hertz will notify You of any correction. Hertz may from time to time issue prepaid vouchers, coupons or credits represented either by documents or by entries in Hertz's records ("Vouchers") which may be used to pay rental charges subject to the terms and conditions of the Vouchers. Vouchers must be submitted at the time that the rental commences. Persons who pay by Voucher may be required to pay the amount by which the estimated charges for the rental exceed the value of the Voucher at the commencement of the rental. Hertz shall have no duty to issue Vouchers. Restrictions on the use of Vouchers may apply.

7. COMPUTATION OF CHARGES

(a) TIME CHARGES are computed at the rates specified on the Rental Record for days, weeks, months, extra hours and extra days (including days in excess of any longer specified time period). THE MINIMUM RENTAL CHARGE IS FOR ONE RENTAL DAY. RENTAL DAYS CONSIST OF CONSECUTIVE 24-HOUR PERIODS STARTING AT THE TIME THE RENTAL BEGINS, OR ANY PORTION OF A CALENDAR DAY, AS NOTED ON THE RENTAL RECORD. The extra hours rate shown on the Rental Record is charged for each full or partial hour in excess of a rental day until such extra hours' charges equal the daily rate specified on the Rental Record for an extra day. RENTAL RATE IS SUBJECT TO INCREASE IF YOU RETURN THE CAR MORE THAN 24 HOURS BEFORE OR 24 HOURS AFTER THE SCHEDULED RETURN TIME. Extra hours are only charged if the Car is returned 30 minutes or more beyond the start of a new rental day, however, as stated in Paragraph 3, if the Car is returned after hours, charges may continue to accrue until the return location reopens for business. IF YOU FAIL TO COMPLY WITH ANY CONDITIONS SPECIFIED ON THE RENTAL RECORD APPLICABLE TO SPECIAL RATES, HERTZ'S OTHERWISE APPLICABLE RENTAL RATES WILL BE CHARGED. Prices on Hertz' website are only valid for those customers booking from a source country in which they officially reside. If a rate is booked from a source country in which You do not reside, it will be considered a fraudulent booking and Hertz maintains the right to cancel such reservation and not provide a refund. Although Hertz attempts to ensure all Hertz prices quoted on booking channels are accurate, errors may sometimes occur. Hertz will inform You as soon as possible if Hertz discovers and error in the price of your reservation and give You the opportunity to confirm booking at the correct price or cancel. If You cancel and You have already paid for your rental, You will receive a full refund. If Hertz is unable to contact You, Hertz will treat your reservation as cancelled.

(b) KILOMETERAGE CHARGES, including those for extra kilometers, if any, are based on the per kilometer rate specified on the Rental Record. The number of kilometers

driven is determined by subtracting the Car's odometer reading at the beginning of the rental from the reading when the Car is returned, excluding tenths of kilometers. The per kilometer rate is then multiplied by the number of kilometers driven or, in the case of extra kilometers, by the number of kilometers driven in excess of the number of kilometers allowed, as specified on the Rental Record. The result is the Kilometerage Charge.

(c) EARLY RETURN FEE. An Early Return Fee of \$15.00 for car classes A (Economy) through F (Fullsize) and \$25.00 for Premium (G) and above, will be applied if You return the Car more than 24 hours before the date and time previously scheduled, and You fail to notify Hertz more than 24 hours in advance of such change by calling Hertz at 1-800-654-4174. This Fee will be applied in addition to any change in rental rate that occurs as a result of reducing Your rental timeframe.

(d) LATE RETURN FEE. A Late Return Fee of up to \$15.50 per day, up to a maximum of five (5) days/\$77.50, will be applied if You return the Car more than 12 hours after the date and time previously scheduled, and You failed to notify Hertz of such change more than 24 hours prior to Your scheduled return time by calling Hertz at 1-800-654-4174. This Fee will be applied in addition to any change in rental rate that occurs as a result of extending Your rental.

(e) RETURN CHANGE FEE. A Return Change Fee of \$12.99 will be applied if You return the Car to a different location from that which was scheduled, or if You return more than 24 hours before or 12 hours after the date and time previously scheduled, and You notify Hertz of an early return or return location change more than 24 hours in advance of the applicable return, or for an extension of Your rental, notify Hertz by the return date and time previously scheduled. You may notify Hertz by calling 1-800-654-4174. This fee will be applied in addition to any increase in rate that may occur as a result of changing the drop off location or the timeframe of Your rental.

(f) A SERVICE CHARGE may be applied if You return the Car to any location other than the location from which it is rented.

(g) LDW, DW and PAI/PEC CHARGES, if applicable, are due and payable in full for each full or partial rental day, at the rates specified on the Rental Record.

(h) TAXES, TAX REIMBURSEMENTS, VEHICLE LICENSING FEES, AIRPORT AND/OR HOTEL RELATED FEES AND FEE RECOVERIES, GOVERNMENTAL OR OTHER SURCHARGES AND SIMILAR FEES are charged/recovered as and where required or permitted by applicable law.

(i) RECOVERY EXPENSE consists of all costs of any kind incurred by Hertz in recovering the Car either under this Agreement, or if it is seized by governmental authorities as a result of its use by You, any Authorized Operator or any other operator with Your, his or her permission, including, but not limited to, all lawyers' fees and court costs.

(j) COLLECTION EXPENSE consists of all costs of any kind incurred by Hertz in collecting Charges from You or the person, corporation or other entity to whom they are billed, including but not limited to all lawyers' fees and court costs.

(k) LATE PAYMENT FEES may be applied to any balance due for Charges that are not paid within 30 days of Hertz's mailing an invoice for such Charges to You or the person, corporation or other entity to whom they are to be billed.

Such invoice may be mailed either to Your or their address specified at time of rental, or Your or their billing address on file with Hertz.

(l) FINES AND OTHER EXPENSES include, but are not limited to, fines, penalties, attorneys' fees and court costs assessed against or paid by Hertz resulting from the use of the Car by You, any Authorized Operator or any other operator with Your, his or her permission.

(m) CHARGES FOR ADDITIONAL SERVICES, such as Hertz NeverLost, In-Car Navigation System and infant and toddler car seats, if applicable, will be charged at the applicable rates specified on the Rental Record. Charges for additional services, if stated on the Rental Record as a daily rate, are due and payable for each full or partial rental day.

(n) LOST, DAMAGED GPS UNITS, CAR SEATS AND SEPARATELY PROVIDED PRODUCTS. If NeverLost units, GPS units, infant and toddler car seats or booster seats, or any separately provided product is lost, stolen or damaged while the Car is on rent, you must notify Hertz and You will be responsible for any replacement, delivery and administrative costs.

(o) SMOKING FEE. In the event it is determined by Hertz personnel that You smoked in the Car (based on odour, test strips, or other mechanisms) or the Car smells of cigarettes or marijuana or other smoke, You will be charged a \$400 fee.

(p) ANY OTHER CHARGES specified on the Rental Record will be charged at the applicable rates specified on the Rental Record. Any such charges which are stated on the Rental Record as a daily rate shall be due and payable for each full or partial rental day.

(q) LOST KEYS/KEY FOBs/LOCKOUTS. If you lose the keys/key fob to the Car, Hertz may charge You for the cost of replacing the keys or key fob and for the cost of delivering replacement keys/key fob (if possible) or towing the Car to the nearest Hertz location. If You lock the keys/key fob in the Car and request assistance from Hertz, Hertz may charge You for the cost of delivering replacement keys/key fob (if possible) or towing the Car to the nearest Hertz location.

(r) Charges will continue to accrue until the Car is returned to Hertz or, if the Car has been stolen, until You report the theft both to the police in the jurisdiction in which the theft occurs and to Hertz.

8. REFUELING OPTIONS

Most Hertz rentals come with a full tank of gas, but that is not always the case. There are three refueling options:

(1) IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT, You will not pay Hertz a charge for fuel.

(2) IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH LESS FUEL THAN WAS IN IT WHEN YOU RECEIVED IT, Hertz will charge You a Fuel and Service Charge at the applicable per-kilometer or per-litre rate specified on the Rental Record.

(a) The per-kilometer rate is used if You do not buy fuel during the rental. To calculate this amount, Hertz multiplies the number of kilometers driven, as shown on the car's odometer, times the per-kilometer rate shown on the Rental Record.

(b) The per-litre rate is used if You buy fuel during the rental but the tank is not as full when You return the Car as when You received it. To calculate this amount, Hertz multiplies the number of litres needed to refill the fuel tank to the level it was at when You received the Car, times the per-litre rate.

ALTHOUGH TWO METHODS ARE USED FOR EASE OF CALCULATION, THE PER-KILOMETER AND PER-LITRE RATES PRODUCE APPROXIMATELY THE SAME RESULT.

(3) IF YOU CHOOSE TO PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL BY SELECTING THE FUEL PURCHASE OPTION, You will be charged as shown on the Rental Record for that purchase. IF YOU CHOOSE THIS OPTION, YOU WILL NOT INCUR AN ADDITIONAL FUEL AND SERVICE CHARGE, BUT YOU WILL NOT RECEIVE ANY CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN, except that, for rentals other than Replacement Rentals, if You drive the Car 160 kilometres or less and return it with less than a full tank of fuel, You will receive credit for the amount previously charged for the purchase of fuel from Hertz and will be charged for the fuel used at the per-kilometre rate shown on the Rental Record, but only if this will reduce the amount You pay for fuel. EXCEPT FOR RENTALS AS TO WHICH THE EXCEPTION WHICH APPEARS IN THE SECOND SENTENCE OF SUBPARAGRAPH (3) BECOMES APPLICABLE, THE PER KILOMETRE COST OF THE FUEL PURCHASE OPTION WILL ALWAYS BE LOWER THAN THE FUEL AND SERVICE CHARGE. BUT IF YOU ELECT THE FUEL PURCHASE OPTION YOU WILL NOT RECEIVE CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN. THE COST OF REFUELING THE CAR YOURSELF AT A LOCAL SERVICE STATION WILL GENERALLY BE LOWER THAN THE FUEL AND SERVICE CHARGE OR THE FUEL PURCHASE OPTION. HOWEVER, THE FUEL AND SERVICE CHARGE AND THE FUEL PURCHASE OPTION ALLOW FOR THE CONVENIENCE OF NOT HAVING TO STOP AND REFUEL THE CAR PRIOR TO RETURN.

9. RESPONSIBILITY FOR PROPERTY

YOU AGREE THAT HERTZ IS NOT RESPONSIBLE TO YOU, ANY AUTHORIZED OPERATORS OR ANYONE ELSE FOR ANY LOSS OF OR DAMAGE TO YOUR OR THEIR PERSONAL PROPERTY CAUSED BY YOUR OR THEIR ACTS OR OMISSIONS, THOSE OF ANY THIRD PARTY OR, TO THE EXTENT PERMITTED BY LAW, BY HERTZ'S NEGLIGENCE. YOU AND ANY AUTHORIZED OPERATORS HEREBY WAIVE ANY CLAIM AGAINST HERTZ, ITS AGENTS, EMPLOYEES OR AFFILIATES, FOR LOSS OF OR DAMAGE TO YOUR OR ANYONE ELSE'S PERSONAL PROPERTY, WHICH INCLUDES, WITHOUT LIMITATION, PROPERTY LEFT IN ANY HERTZ VEHICLE OR BROUGHT ON HERTZ'S PREMISES, CAUSED BY YOU OR ANY AUTHORIZED OPERATOR, BY ANY THIRD PARTY OR, TO THE EXTENT PERMITTED BY LAW, BY HERTZ'S NEGLIGENCE WHETHER IN WHOLE OR IN PART. YOU AND ANY AUTHORIZED OPERATORS AGREE TO INDEMNIFY AND HOLD HERTZ HARMLESS FROM ANY CLAIM AGAINST HERTZ FOR LOSS OF

OR DAMAGE TO PERSONAL PROPERTY THAT IS CONNECTED WITH ANY RENTAL UNDER THIS AGREEMENT.

10. LIABILITY PROTECTION

(a) HERTZ WILL, WITHIN THE LIMITS STATED IN THIS SUBPARAGRAPH, INDEMNIFY, HOLD HARMLESS, AND DEFEND YOU AND ANY AUTHORIZED OPERATORS FROM AND AGAINST LIABILITY TO THIRD PARTIES, EXCLUDING ANY OF YOUR OR ANY AUTHORIZED OPERATORS' FAMILY MEMBERS RELATED BY BLOOD, MARRIAGE OR ADOPTION RESIDING WITH YOU OR THEM, IF THE ACCIDENT RESULTS FROM THE USE OF THE CAR AS PERMITTED BY THIS AGREEMENT. THE LIMITS OF THIS PROTECTION ARE A COMBINED SINGLE LIMIT OF \$1,000,000 FOR BODILY INJURY AND PROPERTY DAMAGE. THIS PROTECTION WILL CONFORM TO THE BASIC REQUIREMENTS OF ANY APPLICABLE MANDATORY "NO FAULT LAW" BUT DOES NOT INCLUDE "UNINSURED MOTORIST," "UNDERINSURED MOTORIST," "SUPPLEMENTARY NO FAULT" OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERTZ AND YOU HEREBY REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law for the benefit of persons other than You or any Authorized Operators, then the limits of such coverage will be the minimum required by the law of the jurisdiction in which the accident occurs. Hertz warrants that the protection described in this subparagraph will be provided in accordance with its lawful requirements in the jurisdiction in which the accident occurs. To the extent permitted by applicable law, the protection described in this subparagraph will be secondary to Your insurance and the insurance of the operator of the Car.

(b) YOU AND ALL OPERATORS WILL INDEMNIFY AND HOLD HERTZ, ITS AGENTS, EMPLOYEES AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM, DEMAND, CAUSE OF ACTION, ATTORNEYS' FEES AND EXPENSE OF ANY KIND (A "LOSS") IN EXCESS OF THE LIMITS STATED HEREIN OR BEYOND THE SCOPE OF THE PROTECTION PROVIDED FOR HEREIN ARISING FROM THE USE OR POSSESSION OF THE CAR BY YOU, ANY AUTHORIZED OPERATOR OR ANY OTHER OPERATOR(S) WITH YOUR, HIS OR HER PERMISSION, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES INCURRED BY HERTZ TO ENFORCE ANY OF ITS RIGHTS HEREUNDER, UNLESS SUCH LOSS ARISES OUT OF HERTZ'S SOLE NEGLIGENCE.

11. ACCIDENTS, THEFT AND VANDALISM

You must promptly and properly report any accident, theft or vandalism involving the Car to Hertz and to the police in the jurisdiction in which such incident takes place. You should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurances wherever possible. If You or any Authorized Operator receive any papers relating to such an incident, those papers must be promptly given to Hertz. You and any Authorized Operators must cooperate fully with Hertz's investigation of such incident and defense of any resulting claim. FAILURE TO COOPERATE FULLY MAY VOID ALL LIABILITY PROTECTION, PAI/ PEC, LDW, OR DW. You and any Authorized Operators authorize Hertz to obtain any records or information relating to any incident, irrevocably and unconditionally consent and submit to the jurisdiction of

the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.

12. LIMITS ON LIABILITY

(a) Hertz will not be liable to You or any Authorized Operators for any indirect, special or consequential damages

(including lost profits) arising in any way out of any matter covered by this Agreement.

(b) You understand and agree that it is improper for You to file a lawsuit concerning this Agreement against any entity other than Hertz.

13. PARKING AND TRAFFIC VIOLATIONS/TOLLS/PRIVACY

(a) You will be responsible for and pay all toll, parking or traffic violation fines and penalties, all towing, storage and impoundment fees, and all tolls charged to the Car, arising out of use, possession or operation of the Car by You or with Your permission. You agree to pay same and indemnify and hold Hertz harmless if Hertz pays or is required to pay same. You also agree to pay, upon billing, applicable administrative fees related to such tolls or toll, parking or traffic violations and providing information about You to a court or governmental agency in connection with any toll charged to the car or toll, parking or traffic violations.

(b) Hertz may collect and use personally identifiable data about You in accordance with Hertz's Privacy Policy for Rental Customers (the "Privacy Policy"). Among other things, the Privacy Policy provides that Hertz may use and disclose personally identifiable data about You as it reasonably believes is necessary to protect its business; to comply with applicable law; to protect the rights, privacy, safety or property of You or others; and to permit Hertz to pursue available remedies or limit the damages that it may sustain. Hertz may disclose personally identifiable data about You in response to requests from law enforcement agencies or government regulators. Pursuant to the Privacy Policy, You have options to limit the use or sharing by Hertz of personally identifiable data about You for marketing purposes and you may access and correct data about You. The Privacy Policy explains these options and provides information about how to choose an option. A full copy of Hertz's current Privacy Policy, which is subject to change by Hertz from time to time, may be obtained at Hertz rental locations or by writing to Director, Privacy Services, The Hertz Corporation, P. O. Box 25301, Oklahoma City, OK 73125, USA; the Privacy Policy may also be viewed at Hertz's Internet website, www.hertz.ca

14. WAIVER OR CHANGE OF TERMS/GOVERNING LAW

(a) No term of this Agreement may be waived or changed except by a writing signed by an expressly authorized representative of Hertz. Rental representatives are not authorized to waive or change any term of this Agreement.

(b) This Agreement shall be governed by the substantive law of the jurisdiction in which the rental commences, without giving effect to the choice of laws rules thereof, and You irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.

(c) If any provision of this Agreement conflicts with any applicable law or regulation in any jurisdiction, then that provision shall be deemed to be modified as to that jurisdiction

(but, to the extent permitted by law, not elsewhere) to be consistent with such law or regulation, or to be deleted if modification is impossible, and shall not affect the remainder of this Agreement, which shall continue in full force and effect. If any provision of this Agreement is held to be so broad as to be unenforceable in any jurisdiction, then that provision shall be interpreted to be only so broad as is necessary for it to be enforceable as to such jurisdiction (but, to the extent permitted by law, not elsewhere).

15. PAYMENTS TO INTERMEDIARIES

If You arranged for this rental through a travel agent, Internet travel site, broker or other intermediary acting on Your behalf, Hertz may have paid commissions or other payments to that party to compensate it for arranging such rentals. That compensation may be based in part on the overall volume of business that party books with Hertz. For details on such compensation, You should contact that party.

SUMMARY OF OPTIONAL SERVICES

THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL OF THE PROVISIONS, LIMITATIONS AND EXCEPTIONS OF THE APPLICABLE PERSONAL ACCIDENT AND PERSONAL EFFECTS INSURANCE POLICIES (WHICH ARE AVAILABLE FOR INSPECTION UPON REQUEST), AND THIS AGREEMENT. FOR INFORMATION REGARDING THE OPTIONAL LOSS DAMAGE WAIVER, OR THE OPTIONAL DEDUCTIBLE WAIVER WHICH ARE NOT INSURANCE, SEE SUBPARAGRAPHS 4(c), 4(d) AND 7(g).

The insurance coverages offered by HERTZ (PAI/PEC) may provide a duplication of coverage already provided by a renter's personal automobile insurance policy or by another source of coverage. The purchase of these kinds of coverage is not required in order to rent a Car.

PERSONAL ACCIDENT INSURANCE (PAI) AND PERSONAL EFFECTS COVERAGE (PEC)

If You accept PAI / PEC on the Rental Record, coverage will be provided during the rental period. Please note that PAI and PEC are not available separately and may only be taken in combination. The daily charge for PAI/ PEC, which appears on the Rental Record, is due for each full or partial rental day. Coverage will be provided under a policy issued to Hertz.

PERSONAL ACCIDENT INSURANCE (PAI): COVERAGE AND BENEFITS

The PAI policy provides coverage for accidental death and/or dismemberment caused by an accident. The death benefit is \$100,000 for the renter and \$10,000 per passenger; dismemberment benefits are paid in accordance with a schedule of benefits specified in the policy. The renter will be covered for any such accident during the rental period; limited benefits are also payable to passengers who may be injured in an accident but only while they are occupants of the Car. These benefits are payable without regard to any other benefits which may be due under any other insurance policy. Coverage is subject to various exclusions, terms and conditions.

NOTICE OF CLAIM

In the event of any occurrence likely to result in a claim for PAI benefits, immediate written notice should be given to Hertz. Hertz will provide You with a claim form and the address of the insurance company which is providing coverage. You will have to submit the claim form to the insurance company together with Your Rental Record.

**PERSONAL EFFECTS COVERAGE (PEC):
COVERAGE**

Coverage is provided for loss of or damage to covered personal effects owned by any covered persons while such personal effects are in the Car.

COVERED PERSONS

You and any persons traveling with You are covered up to a maximum of three people in total.

LIMITS OF LIABILITY

Maximum coverage during each rental period is \$500 per covered person up to a maximum of three persons, after a deductible of \$25 per covered claim. Total benefits in any rental period are limited to \$1,500.

EXCLUSIONS

The following personal effects are not covered: Automobiles or their equipment; motorcycles, boats, motors or other conveyances or their accessories; household furniture; contact lenses; artificial teeth or limbs; currency, coins, deeds, bullion, stamps, securities, tickets or documents; and merchandise for sale, sample merchandise or perishables. Also not covered is any loss of or damage to personal effects caused by: Mysterious disappearance or use of the Car in violation of the Agreement; any fraudulent, dishonest or criminal acts committed alone or in collusion with others by an insured person(s); corrosion, rust or extremes of temperature; electrical appliances or devices of any kind; or war or nuclear explosion. Benefits are not payable for delay, loss of market, indirect or consequential losses or damages of any kind.

NOTICE OF CLAIM

In the event of any occurrence likely to result in a claim for PEC benefits, immediate written notice should be given to Hertz. Hertz will provide You with a claim form and the address of the insurance company which is providing coverage.

PREMIUM EMERGENCY ROADSIDE ASSISTANCE (PERS)

If accepted, PERS reduces your financial liability for services required to remedy non-mechanical problems of the car including lockouts, lost key, flat tire and mounting and dead batteries, among other services. Full details are available at each rental location.

WARNING: YOU MUST REMOVE KEYS, LOCK ALL DOORS, CLOSE ALL CAR WINDOWS AND THE TRUNK WHEN LEAVING THE CAR OR PEC COVERAGE WILL NOT APPLY, IN WHICH CASE YOU WILL BE RESPONSIBLE FOR

ANY LOSS. YOU HAVE NO AUTHORITY TO CALL A PRIVATE TOW ON HERTZ' BEHALF. ALL TOWS MUST BE ARRANGED THROUGH HERTZ EMERGENCY ROADSIDE ASSISTANCE.

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* Revised and Effective August 24, 2021.