

RENTAL AGREEMENT

By using or accessing MyBundee.com, a subdomain of any such websites, any mobile application for such websites or any other website operated by us on which these Terms and Conditions are posted via a link or otherwise (each referred to herein as a "Site"), you acknowledge and agree that you are subject to the following terms and conditions, as well as our Privacy Policy, which also governs your use of the Site, and is incorporated by reference (These Terms and Conditions with the Privacy Policy shall be referred to as the "Terms"). Please read these Terms carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than court.

A user's reservation or use of a Bundee, Inc. site is bound by the terms and conditions on the Bundee site where the reservation is finalized (and not necessarily the Bundee site on which the rental car was originally listed). If there are any conflicts between the terms and conditions of the Bundee site you found the rental car on and the terms and conditions of the Bundee site you finalize a booking on, the terms and conditions of the Bundee site where the reservation is finalized will govern. If you do not fully agree to these Terms and any other terms and conditions posted or linked to any Site, you are not authorized to access or otherwise use the Site. Under these Terms, "use" or "access" of the Site specifically includes any direct or indirect access or use of the Site or any cached version of the Site and any direct or indirect access or use of any information or content on the Site, regardless of how obtained and the term "Site" includes, without limitation, any cached version thereof.

Each Site is operated by MyBundee.com, Inc. Unless otherwise specified, the entity controlling the Site you are accessing is referred to herein as "Bundee," "we," "us" or "our". The term "you" refers to the user visiting the Site, listing a rental car, and/or requesting a reservation on this Site, or our customer service agents. You should read through all the Terms carefully. The Terms constitute a legally binding agreement between you and Bundee. You are not authorized to use this Site unless you are at least 18 years of age and able to enter into legally binding contracts. We do not knowingly collect the information of anyone under the age of 18. If you arrived on the Site after having been redirected or otherwise clicking on another website, you agree that these Terms shall govern your use of this Site.

Please read this Section carefully. It requires that any and all claims be resolved by binding arbitration or in small claims court, and it prevents you from pursuing a class action or similar proceeding in any forum. Arbitration is required if your country of residence enforces arbitration agreements, including without limitation, the United States. If you are outside the United States but attempt to bring a claim in the United States, arbitration is required for determination of the threshold issue of whether this dispute resolution section applies to you, as well as all other threshold determinations, including residency, arbitrability, venue, and applicable law. If your country of residence does not enforce arbitration agreements, the mandatory pre-arbitration dispute resolution and notification and prohibition on class actions or representative proceedings provided below still apply to the extent enforceable by law.

Any commercial use of the Site or any content on the Site, other than by members in good standing, or by members under a valid license to software offered on the Site.

Any use of the Site or the tools and services on the Site for the purpose of booking or soliciting a rental of a rental car other than a rental car listed under a valid subscription or pay-per-booking product.

Copy, reproduce, upload, post, display, republish, distribute or transmit any part of the content in any form whatsoever.

Reproduce any portion of the Site on your website or otherwise, using any device including, but not limited to, use of a frame or border environment around the Site, or other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site.

Deep-link to any portion of the Site without our express written permission.

Modify, translate into any language or computer language or create derivative works from, any content or any part of the Site.

Reverse engineer any part of the Site.

Sell, offer for sale, transfer or license any portion of the Site in any form to any third parties.

Use the Site and its inquiry or booking functionality other than to advertise and/or research rental cars, to make legitimate inquiries to our members or any other use expressly authorized on the Site.

Use the Site to post or transmit information that is in any way false, fraudulent, or misleading, including making any reservation or inquiry under false pretenses, or taking any action that may be considered phishing or that would give rise to criminal or civil liability.

Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material.

Violate, plagiarize or infringe the rights of us or third parties including, without limitation, copyright, trademark, patent, trade secrets, rights of publicity or privacy or any other intellectual or proprietary rights.

OR

Use or access the Site in any way that, in our sole discretion, adversely affects, or could adversely affect, the performance or function of the Site or any other system used by us or the Site. If you are aware of, or experience, any content, activity or communication through or in connection with the Site that appears to be in violation of the above restrictions, or in violation of any other provision of these Terms, we ask that you please inform us by contacting us as set forth under "Contact Us," below.

Not infringe anyone's rights, including but limited to copyright and rights of publicity and privacy, violate the law or otherwise be inappropriate.

Not include personal information of another that can be used to identify or contact any person.

Not include personal information of another that can be used to identify or contact any person.

Not include unsolicited promotional content, advertising, political campaigns, contests, raffles or solicitations.

Be directly related to the Site, business service, product or forum where the content is submitted.

Not be obscene, abusive, discriminatory or illegal. or Not be false or misleading.

All Software is the copyrighted work of Bundee, an affiliate of Bundee or an identified third party. Your use of such Software is governed by these Terms and the terms of any additional license agreement that accompanies or is included with such Software. If the Software is not accompanied by an additional license agreement, we hereby grant you a limited, personal and nontransferable license to use the Software for viewing and using this Site in accordance with these Terms and for no other purpose.

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Members must maintain an accurate reservation calendar on their listing(s).

Members must use commercially reasonable efforts to respond to all booking requests from drivers within 24 hours of receipt of a request for booking.

Members must further agree to take commercially reasonable efforts to cause all driver payments to be processed within 24 hours of authorization by the driver for such payment.

Members must respond to and accept a material number of inquiries and booking requests received in the interest of the driver experience. and Members are prohibited from cancelling a material number of accepted bookings

We charge a service fee payable by drivers who book a rental car on the Site via the Site checkout. The service fee covers the use of the Site, including such features as 24/7 user support, and is calculated as a variable percentage of the total reservation amount (which may or may not include additional fees, taxes and damage deposits). Depending on the laws of the jurisdiction of the driver and/or member, VAT may be charged on top of the service fee. The exact service fee (and any VAT, if applicable) charged will be displayed to drivers at the time of booking. The service fee plus applicable VAT will be charged after both the driver and member accept the reservation. The service fee will only be refunded in the event a driver is entitled to a refund of the entire rental amount under the terms of the cancellation policy presented in the listing. Any taxes alleged to be owed by any taxing authority on the service fee are the responsibility of Bunde and members have no responsibility for any such claimed tax liability. Members agree not to encourage or advise a driver to avoid or circumvent the service fee charged by Bunde.

No member may request any driver to mail cash, or utilize any instant-cash wire transfer service such as Western Union or MoneyGram in payment for all or part of a rental car transaction. Any violation of this term or any other unacceptable payment methods that may be posted on the Site may result in the immediate removal of the non-conforming listing from the Site without notice to the member and without refund. From time to time, we may become aware of users attempting to conduct a transaction that would involve an unauthorized payment method or a fraudulent payment method. Ideally, we hope to be able to assist users in avoiding such transactions, but we assume no liability or responsibility to do so or to inform users of any such actual or suspected activity. Users' bank or credit card companies may impose certain fees or charges, including, but not limited to, foreign transaction fees, related to any rental of a rental car. It is the user's obligation to review any agreement with its bank or credit card company concerning any such fees

Payment for subscription listings must be made to us in U.S. Dollars paid either by major credit or debit card, PayPal, or a check drawn on a U.S. bank. For any subscription paid for by credit card or PayPal, such subscription shall automatically renew at the expiration of the then-current term for an additional term of the same duration (as the previous term) and at the then-current non-promotional subscription rate. If such subscription was purchased by check or another form of payment other than by credit card or PayPal (if such other payment form was permitted), such subscription shall not be automatically renewed. The automatic renewal feature allows your service to remain uninterrupted at the expiration of your then-current term. If you wish to turn off auto-renewal, you must log on to your account and manually turn off auto-renewal in your owner dashboard at least five (5) days prior to expiration of the then-current term. Upon any such turning off of auto-renewal, your subscription will remain active through the expiration of your then-current subscription term. however your subscription will not be automatically renewed upon the expiration of your then-current term. If your subscription does not auto-renew or expires at the end of your then-current subscription term and you desire to renew your subscription, you will be required to pay the then-current non-promotional subscription rate to renew your subscription or to activate a new subscription. If you do not turn off auto-renewal and you continue to use our subscription service, you re-affirm and authorize us to charge your form of payment at the end of each subscription term for an additional term of the same duration as the initial term and at the then-current, non-promotional subscription rate for the same product or service.