

Rental Terms and Conditions

THIS DOCUMENT GOVERNS THE TERMS OF YOUR RENTAL. PLEASE READ IT!

These Terms and Conditions, the rental document signed by the renter, vehicle inspection slips, a return document showing the rental charges, and any addenda together constitute the rental agreement between the renter ("I", "Me", or "My") and Enterprise Rent-A-Car or its licensee ("You" or "Your").

I agree to rent the car described on the rental document and/or its substitute and I agree to all the terms and conditions of the rental agreement. The car is delivered to me in good working condition and without damage except as noted on the inspection slip.

1. Nature of this Agreement.

By this rental I do not acquire any ownership rights in the car, which includes tires, wheel covers, keys, tools, equipment, and all other accessories. This agreement is solely for the purpose of creating a bailment which allows me to use the car under the terms of this agreement. I will not attempt to sell or assign the car or rental agreement and any such attempt is void. I am not your agent for any purpose whatsoever. I agree to return the car in the condition in which I received it at the time and place noted, or earlier if you request, and to pay all charges due even if I did not specifically authorize the charges. **I AGREE THAT YOU MAKE NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OF ANY KIND, REGARDING THE CAR. YOU WILL NOT BE LIABLE FOR ANY MATTER, CAUSE OF ACTION OR DAMAGES ARISING OUT OF THIS RENTAL.**

2. Who may Drive.

I represent that I am a capable, licensed driver. I will not allow anyone other than an authorized driver to operate the car. Authorized drivers include anyone listed as such on this agreement who has signed it as such. All additional drivers must also be capable and licensed.

3. Prohibited Uses.

Neither I nor any authorized driver will use the car or allow the car to be used in any of the following ways or for any of the following purposes:

- a. by an unauthorized driver;
- b. to push or tow anything;
- c. to carry persons or property for compensation;
- d. in a race, rallies, similar test, or contest;
- e. on any surface other than a paved and regularly maintained road;
- f. by anyone under the influence of alcohol, drugs, other intoxicants or any other substance which may impair driving ability, or by any person who has recently consumed any such substance and may be affected thereby (even one drink may affect driving ability);
- g. giving driving lessons;
- h. in the commission of a crime or could be charged as a crime;
- i. while engaging in any willful or wanton misconduct, which among other things may include failure to wear seat belts, use when overloaded, intentional abuse or damage to the car, aiding in the theft of the car, etc.;
- j. transportation of inflammable or dangerous goods, as well as toxic, corrosive, radioactive or other harmful substances, etc.;
- k. leaving the car and failing to lock all doors and trunk, remove the keys and close all windows;
- l. transportation of live animals (except for domestic pets, subject to prior authorization);
- m. if the car is obtained using any false or misleading information;
- n. subletting the vehicle or attempting to transfer this agreement.
- o. carrying anything which, because of its smell or condition, harms the vehicle or causes Enterprise Rent-A-Car to lose time or money before it can rent the vehicle again;
- p. with a roof rack, luggage carrier, or similar;
- q. none of the goods and baggage carried in the vehicle, including their packing and stowage equipment, will be permitted to damage the vehicle, nor put the occupants abnormally at risk.
- r. travelling to restricted countries by cross-border policy of You

Use of the vehicle in any of these ways is a violation of this contract, it voids any limitation of my responsibility, and it makes me fully liable for all or your losses or damage. To the extent permitted by law, all Loss Damage Waiver (LDW) and other liability protection, if any, will be void.

4. My Responsibility for Loss or Damage.

I AM FULLY RESPONSIBLE AND ABSOLUTELY LIABLE FOR ALL LOSS OR DAMAGE TO THE RENTED CAR, REGARDLESS OF CAUSE, REGARDLESS OF FAULT, AND WHETHER I KNOW HOW OR WHEN THE DAMAGE OR LOSS OCCURS. If I purchase and accept by signing or initialing the optional LDW at the beginning of the rental, and if I use the vehicle in strict compliance with the terms of this agreement, you will waive my responsibility to the amount of the deductible for loss or damage to the car. **LDW IS NOT INSURANCE.** If I violate any provision of this agreement any LDW will be void. Unless my responsibility is waived by you, **IN THE EVENT OF LOSS OR DAMAGE I WILL PROMPTLY PAY YOU OR YOUR REPRESENTATIVE FOR ALL OF THE FOLLOWING:**

- a. the value of the physical damage to be measured as follows:
 - i. for a total loss, whether by damage, theft or otherwise, the retail fair market value of the vehicle, less salvage, if any; or
 - ii. for loss not amounting to destruction, one of the following measures by which, through Your vehicle repair and resale experience, You deem to be the least-cost alternative, while using Your best efforts to minimize total damages:
 - A. the difference between the value of the vehicle immediately before the harm and the value immediately after the harm, or, at Your election,
 - B. the reasonable estimated retail value or actual cost for damage repair, plus any diminution of value after repairs; and damages for your loss of the use of the car during the time reasonably necessary.
 - iii. the difference in the value of the car, if any, before the damage and after the damage repair;
- b. damages for your loss of the use of the car during the time reasonably necessary to repair or replace the car. I will pay loss of use at the daily rate specified in this rental agreement (as if I were continuing to rent the car) regardless of fleet utilization. I will pay loss of use damages for either the actual number of days from the date the loss or damage occurs until the car is replaced or returned to you repaired and ready to rent or estimated days to be repaired and ready to rent;
- c. You are entitled to charge a fee of CHF 50.00 to CHF 300.00 for expenses or fees in connection with i.e. fines, damage, etc.;
- d. towing and storage charges and any other reasonable incidental and consequential damages.
- e. in the event the car must be replaced, I will pay the actual cash value of the car, less salvage, if any.

5. In the event of Loss or Damage.

In the event of an accident, theft, vandalism, or any other loss or damage, I will comply with all applicable laws. I will complete and deliver to you your accident report within 24 hours, and I will cooperate fully in your investigation. I will immediately notify the police or other appropriate officials. Upon your request I will immediately provide you with all my insurance and other coverage information, and unless I pay You prompt of demand, I will promptly process the claim through such coverage. I will immediately deliver to you any process, pleading, notice or paper of any kind. **If I fail to do any of these things, I will have breached this agreement.**

6. Payment.

I will pay upon demand all charges on the rental statement and all other charges associated with the rental. **All charges are subject to final audit and to further damage inspection, either of which may not be performed until after I have left.** If I am overcharged or undercharged, I will pay the corrected amount or receive a refund. IF I USE A CREDIT CARD, I AUTHORIZE YOU TO RESERVE CREDIT WITH THE CARD ISSUER UP TO THE AMOUNT OF THE ESTIMATED TOTAL CHARGES OR CHF 1'000, WHICHEVER IS GREATER. The charges may include:

- a. time and mileage charges at the rate on the rental statement, each 24 hours a new rental day is due and You don't refund unused time and mileage charges if I return the car earlier than agreed on the rental agreement. In any case of return later than agreed on the rental agreement I must get in touch with You before the rental agreement is Overdue;
- b. a drop fee if the car is returned to any location other than the one it was rented from;
- c. all applicable taxes, airport fees, etc. All fines, violations, traffic and parking tickets occurring during the rental. If you must process tickets, up to CHF 60 service fee per ticket;
- d. a refueling service charge at the rate specified on the rental statement if I return the car with less fuel than when I received it;
- e. if accepted, fees for LDW, PAI, and other optional charges at the daily rate specified even if the car is not rented for a full day;
- f. all expenses you incur in recovering the car under this agreement or if it is impounded or seized;
- g. interest on any amount due under this agreement at the amount permitted by law at least 6% of the amount due;
- h. all costs associated with your enforcement of this agreement or collection of any amount due hereunder, including collection fees, costs, and attorney fees whether a lawsuit is commenced or not;
- i. all charges for damage or loss as set forth in this agreement;
- j. all other costs and charges arising out of this agreement and my use of the car including all incidental and consequential costs.
- k. all other costs until the end of rental: Outside operating hours, depositing the keys and documents in a letter box does not constitute the end of the rental. I remain liable for any damages until You take possession of the vehicle, its documents and keys.
- l. in case of late payments more than 70 days due, the dept collection partner is allowed to charge up to CHF 2,658 of the receivables below CHF 50,000 and up to 5.5% of the receivables above CHF 50,000 for the administration of the dunning process through a partnering collection service provider.

7. Other Provisions.

- a. You will not be responsible for loss of or damage to any personal property in the rented car, in any other car belonging to you, or on your premises, even if in your possession, regardless of fault.
- b. I WILL NOT ALLOW ANY SERVICE OR REPAIRS TO BE PERFORMED ON THE CAR WITHOUT YOUR AUTHORIZATION. If I do, you will not pay for such work and I will pay to have such work corrected. You will not reimburse me for authorized repairs without proper receipts.
- c. If any provision of this agreement is illegal or unenforceable it shall be reformed to the minimum extent necessary to comply with law and the remaining provisions will nonetheless be carried into effect.
- d. I will indemnify, defend and hold you harmless for any loss, liability, damages and expense arising out of any unauthorized or prohibited use of the car, or which exceeds your statutory liability as the owner of the car. You will not be responsible for any matter related to any breach of this agreement.

8. Data Protection.

- a. Owner, acting as an independent data controller, may use Customer's personal data (and the personal data of any additional driver) collected in connection with the Booking or any related agreement or service ("Customer Personal Data"), and disclose it, for the following purposes:
 - A process Customer Personal Data to manage the rental and the commercial relationship, communicate with the Customer about or assist with the rental. Owner processes Customer Personal Data for this purpose on the basis of (i) contractual necessity (e.g. billing) or (ii) its legitimate interests in ensuring the effective delivery of the requested services, when these interests are not overridden by the Customer's – and any additional drivers' – data protection rights;
 - B store Customer Personal Data that relates to any incident arising from the Customer's dealings or an additional driver's dealings with Owner if it thinks that, as a result of such incident, the Customer or an additional driver could be a risk for future rentals. Owner processes Customer Personal Data for this purpose on the basis of its legitimate interests in protecting its employees, other customers, the public and its property from safety or financial risks based on past customer conduct, when these interests are not overridden by the Customer's – and any additional driver's – data protection rights;
 - C verify personal, driving and credit information (including Customer Personal Data) provided by the Customer and any additional driver through credit agencies, relevant driver and vehicle licensing agencies, fraud prevention agencies/databases or other sources. Owner processes Customer Personal Data for this purpose on the basis of its legitimate interests in preventing fraud, when these interests are not overridden by the Customer's – and any additional drivers' – data protection rights;
 - D provide details of any accidents in which the Customer or any additional driver of the vehicle are involved (including Customer Personal Data) to relevant insurance databases. Owner process Customer Personal Data for this purpose where necessary for the establishment, exercise or defence of legal claims;
 - E provide Customer Personal Data to government agencies who oversee road scheme programmes for the purpose of assisting in the enforcement of any traffic regulation during the rental period. Owner processes Customer Personal Data for this purpose where necessary to ensure its compliance with applicable legal obligations; and
 - F provide Customer Personal Data to the relevant motor tax office or authority, debt collectors, credit agencies and any other relevant organization or authority on the basis of (i) contractual necessity, (ii) compliance with a legal obligation and/or (ii) Owner's legitimate interests to recover any pending debt.
- b. Owner will disclose Customer Personal Data to (i) EAN Data Services UK Ltd., (ii) Enterprise Holdings, Inc. and/or any of relevant subsidiaries (together "EHI") (for details please see EHI's Privacy Policy at <https://www.enterprise.co.uk/en/privacy-policy.html>), all acting as independent data controllers. Customer Personal Data will be shared for the following purposes:
 - A process Customer Personal Data to manage the rental and the commercial relationship, communicate with the Customer about or assist with his rental. EHI processes Customer Personal Data for this purpose on the basis of (i) contractual necessity (e.g. billing) or (ii) its legitimate interests in ensuring the effective delivery of the requested services, when these interests are not overridden by the Customer's – and any additional drivers' – data protection rights;
 - B store Customer Personal Data that relates to any incident arising from the Customer's dealings or an additional driver's dealings with EHI if it thinks that, as a result of such incident, the Customer or an additional driver could be a risk for future rentals. EHI processes Customer Personal Data for this purpose on the basis of its legitimate interests in protecting its employees, other customers, the public and its property from safety or financial risks based on past customer conduct, when these interests are not overridden by the Customer's – and any additional drivers' – data protection rights;
 - C process Customer Personal Data in order to carry out phone customer satisfaction surveys. EHI processes Customer Personal Data for this purpose on the basis of its legitimate interests in ensuring customer satisfaction of the services which it provides, when these interests are not overridden by the Customer's – and any additional drivers' – data protection rights;
 - D send the Customer marketing communications (for instance by post or electronic communications) about similar products or services which EHI thinks may be of interest to the Customer. This can include the provision of targeted advertising on EHI sites, selected partner sites and social networks. EHI processes Customer Personal Data for this purpose on the basis of its legitimate interests in conducting such marketing, when these interests are not overridden by the Customer's – and any additional drivers' – data protection rights but, where required, will seek the Customer consent to do so at the time of data collection; and
 - E compile statistics and analysis about the Customer – and any applicable additional drivers' – use of EHI products and services, including statistics based on anonymized data, which enable EHI to provide the Customer and other customers in the future with better customer service, products, features and functionalities.

EHI participates in and is responsible for the processing of personal data received under the EU-U.S. Privacy Shield Framework. For more information regarding EHI's data transfer compliance or if the Customer has an unresolved privacy or data use concern that EHI has not addressed to the Customer's satisfaction, please see EHI's Privacy Policy to find out more information on how to contact EHI's third party dispute resolution provider.

- c. Both Owner and EHI retain Customer Personal Data for commercially reasonable periods of time or in accordance with specific laws or policies. Information collected for a specified purpose will only be used for that purpose and, after a reasonable period of time, will no longer be actively stored when that purpose has been fulfilled. Inactive data may, however, continue to be used for statistical, marketing, archiving, and other analytical purposes.
- d. The Customer has the right to: (i) access and port his personal data (including in certain cases in a commonly used, machine readable format); (ii) have his personal data rectified (where it is inaccurate or incomplete), (iii) have his personal data erased where Owner or EHI no longer has any legitimate reasons to process it; (iv) have his personal data restricted; (v) object to Owner or EHI's processing of his personal data in certain circumstances; and (vi) lodge a complaint with the applicable supervisory authority.
- e. If the Customer has any queries in relation to the above use of his Customer Personal Data, he should contact Owner in the first instance.