



Understand your Terms and Conditions – DO NOT VIOLATE

Rental Agreement - Terms and Conditions

1. Definitions.

“Agreement” means all terms and conditions found in the Rental Agreement, vehicle inspection form, this terms and conditions, any addenda and any additional documents you sign or we provide at the time of rental. “You” or “your” means the person identified as the renter in this Agreement, each person signing this Agreement, each Authorized Driver, and every person or organization to whom charges are billed by us at its or the renter’s direction. All persons referred to as “you” or “your” are jointly and severally bound by this Agreement. “We,” “our,” or “us” means the independent rental company named elsewhere in this Agreement. “Authorized Driver” means the renter and each additional driver listed by us in this Agreement, as long as each such person has a valid driver’s license and is at least age 21. Only Authorized Drivers are permitted to use the Vehicle. “Vehicle” means the automobile or truck identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents. “CDW” means Collision Damage Waiver. “Collision Damage” means damage to, or loss of, the Vehicle caused by collision or upset. Collision Damage does not include damage to tires, wheels or windshields; comprehensive damage such as damage to or loss of the Vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire; or other comprehensive loss not caused by collision or upset. “TWWD” means Tire, Wheel, and Windshield Damage Waiver. “Loss of Use” means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during the Rental Period, including: use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. “Diminished Value” means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a thirdparty estimate obtained by us or on our behalf. “Charges” means the fees and charges incurred under this Agreement. All amounts expressed under this Agreement shall be payable in U.S. dollars. “Rental Period” means the period between the time that you take possession of the Vehicle and the time that the Vehicle is either returned to or recovered by us and checked in by us. “Vehicle License Fee,” “Vehicle Licensing,” “Vehicle License Prop Tax,” “Vehicle License Cost Recovery Fee,” or “Motor Vehicle Tax” means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs.

2. Nature of Rental; Condition and Return of Vehicle.

This is a contract for the rental of the Vehicle only. You do not have the right to sublease the Vehicle. You must return the Vehicle to our rental office or other location we specify, on the date and time noted in this Agreement and in the same condition that you received it except for ordinary wear. To extend the Rental Period, you must first obtain our approval by contacting our rental office before the due-in date. If the Vehicle is returned after closing hours, you remain responsible for all loss of or damage to the Vehicle until we inspect it upon our next opening for business (regardless of when such loss or damage occurred), and Charges may continue to accrue until that time. Service to the Vehicle or replacement of parts or accessories during the Rental Period must have our prior written approval. You must check and maintain all fluid levels, and return the Vehicle with at least the same amount of fuel as when rented unless you purchase a prepaid fuel option. To the extent permitted by law, we may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement.

- **VEHICLE RETURN**

RETURN PROCEDURE Requirements: You need to return the vehicle to the return location by the time stated on your Rental Agreement, or as otherwise agreed with us, otherwise additional charges may apply (see Variations below). Outside Operating Hours: You may return the vehicle outside location opening hours with our prior agreement, in which case you must: • park in our car parking or, if unavailable, a secure place nearby and lock the vehicle. • leave all relevant documents (such as parking access ticket, fuel receipt, receipts for any other fluids refilled on the driver's seat. You will be completely responsible for communicating the exact location of the vehicle.

IMPORTANT: If you return the vehicle out of hours agreed you will remain fully responsible for the vehicle, including any damage, until we are able to locate it during opening hours. The rental charges will be calculated up to the time when the location reopens.

- **Change to time or location:** If you want to change the time or place of return or arrange for us to collect the vehicle, you should contact the renting location via whatsapp. Any amendment to the agreed return arrangement is at our discretion and may involve additional charges.-
- **Early return:** Where you have selected a pay later rate, committed to a rental term and then brought the vehicle back early we will recalculate the cost of the rental at the rates current at the time of return. You will only pay for the days used but the recalculation may result in an increased or decreased overall price. In addition, JSPE reserves the right to make an Early Return Charge to compensate us in part for our inability to rent your vehicle during the remaining time reserved for your use.
- **Late return:** Your rental charges are calculated in 24 hour periods from the time shown on the Rental Agreement. If you return the vehicle late you enter into a new 24 hour period and will be charged for that and every successive 24 hour period you

enter before return at a current, standard rate. In certain circumstances we consider, we will also apply a Late Return Charge determined by us towards costs we incur if you return the vehicle other than at the agreed time.

3. Indemnity; No Warranties.

To the fullest extent permitted by law, you agree to indemnify us, defend us and hold us harmless from all judgments, claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental, your use of the Vehicle or our repossession of it, and/or your use of optional equipment ("Optional Equipment"). We make no warranties, express, implied or apparent, regarding the Vehicle or Optional Equipment that we rent to you for use in the vehicle, no warranty of merchantability and no warranty that the Vehicle or Optional Equipment is fit for a particular purpose.

4. Responsibility for Damage or Loss.

You are responsible for all damage to, loss of, or theft of the Vehicle during the Rental Period, including damage caused by collision, weather, terrain conditions, and acts of God. Your responsibility will include: (a) all damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which is measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. Loss of Use is payable regardless of fleet utilization; (c) an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$50 fee; \$251-\$500 damage=\$75 fee; \$501-\$750 damage=\$100 fee; \$751-\$1500 damage=\$150 fee; \$1501-\$2500 damage=\$200 fee; over \$2500 damage=\$250 fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them. Where permitted by law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors and antenna, as part of the rental charges at the time of return.

- **Responsibility:** If the vehicle is lost, stolen or damaged during your rental, you are responsible for all losses we suffer (up to the full replacement value of the vehicle) and all

costs that we incur unless the loss or damage is directly due to us or we have been reimbursed by a third party or their insurers.

- **Damage: Notification:** We will check the vehicle on your return and add any additional charges arising from your use of the vehicle, such as for fuel, vehicle condition/damage/missing accessories and early/ late return, to your invoice. Some charges can't be finally determined on return, such as for major or hidden damage or any fines we later receive relating to your rental. We will notify you, by email and or whatsapp using the address and phone number we hold for you, of any such charges before taking payment when these are identified.

IMPORTANT: As agreed in your Rental Agreement, we may take any charges owed by you from the credit or debit card taken at the rental location, without any further authorisation from you.

CHECKING THE VEHICLE We will provide a summary of any pre-existing damage that include pictures along with the rental car agreement at the start of the rental. This information will be sent to the email address provided for the reservation. Please check to make sure it is correct before you leave the rental location. We will also inspect the vehicle on your return and record any new damage (excluding fair wear and tear) and will provide the information to you. Fair wear and tear This means "ordinary wear due to reasonable use" and includes minor scratches and chips, small dents and normal wear on tyre treads and wiper blades. At peak times you should allow 20 to 30 minutes to complete the inspection with our staff and agree to any damage. If you don't have time to do this any new damage will be assessed and charged in your absence. Hidden damage Some damage will not be apparent on post-rental inspection, such as damage caused to inaccessible parts of the vehicle (e.g. the engine, fuel tank or clutch) or hidden by adverse light or weather conditions. If we find any such damage we will notify you using the email address we hold on record for you, with evidence, before we charge you.

You are invited to take a time-stamped photograph of the relevant pre-existing damage before leaving the rental location or, if poor weather conditions or bad light, you can take a photograph with a time/date stamp within 60 minutes of leaving the rental locations and show a JSPE representative or send the pictures via email responding to the email sent with your rental agreement. We also accept videos and photos via whatsapp.

What is considered a **CHARGEABLE DAMAGE**?

Tyres

- Repair where a repair is possible (i.e. the tyre has not been run on a flat) only the tyre repair excess will be charged. • Excess where tyre repair is not possible a replacement tyre (incl. fitting) will be charged.
- Tyre damage is unrepairable punctures. Tyre tread and sidewall damage that is not roadworthy e.g. cuts, bulges, gouges and abrasions. Tyre misuse e.g. flat spots and burnouts. In the event of an accident please contact any JSPE representative providing the details of your accident or the theft including any third-party information, even if there is no damage to the vehicle

- Damage to mirrors.
- Damage to lights including: chips, holes, scratches and cracks. • Wheel trims cracked, broken, missing, mismatched or not original.
- Damage to alloy wheels. Prestige and Collection Vehicles Scuffs over 20mm, long, cracked, buckled, gouged, mismatched or not original. Standard vehicles Cracked, buckled, gouged, mismatched or not original. Vehicle interior
- Any missing original equipment as noted.
- Trim damage or missing parts of the interior trim.
- Upholstery burns, cuts, stains or tears to the seats, carpets, roof lining and material in the glove box/boot.
- Excessively dirty or smelly vehicle.
- Repair of glass/ front windshield between 2mm to 20mm in primary vision area (PVA) only.
- Replace over 2mm in critical vision area (CVA) edge of screen (90mm for top & sides, 65mm from bottom) and over 20mm in primary vision area (PVA).
- Any kind of damage to lateral windows or back window of the vehicle.

NOTE: You agree to pay for damages as determined by JSPE.

- **Security:** You are responsible for the security of the vehicle and should try to minimize the risk of theft or vandalism by parking in a safe place. Always remove valuable items (including any removable radio, cellular phones, shopping bags, cash money, credit cards, DVD player or NeverLost or other GPS unit) from sight and make sure the vehicle is locked. You must also comply with our return instructions (click here or see Return below).

- **Theft:** If the vehicle is stolen, you must: Immediately:

1. inform the local police; 2. call Emergency Roadside Assistance 3. call the renting location As soon as you can, you must also: 4. complete the Theft Report at the renting location. **You must be able to show that you have taken appropriate care by returning the keys** to us as well as a copy and/or reference of the police report, otherwise our applicable waiver products will be invalid. **Failure to return keys upon theft will result in the customer being responsible for the market value of the stolen vehicle.**

5. Prohibited Use of the Vehicle.

Certain uses of the Vehicle and other actions by you or another driver or a passenger are prohibited uses ("Prohibited Uses"). The following are Prohibited Uses of the Vehicle: (a) by anyone who (i) is not an Authorized Driver, or whose driving license is suspended in any jurisdiction; (ii) is under the influence of a prescription or nonprescription drug, controlled

substance, or alcohol; or (iii) lacks experience operating a manual transmission if applicable; (b) in furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation); (c) to carry persons or property for hire; (d) to push or tow anything, to teach anyone to drive, or to carry objects on the roof of the Vehicle; (e) in any race, speed test or contest; (f) to carry dangerous or hazardous items or illegal materiel; (g) outside the United States, Canada, or the geographic area described elsewhere in this Agreement; (h) when loaded beyond its capacity as determined by the manufacturer of the Vehicle; (i) on unpaved surfaces; (j) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment; (k) to transport children without approved child safety seats as required by law; (l) when the odometer has been tampered with or disconnected; (m) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (n) with inadequately secured cargo; (o) after an accident with the Vehicle ARRC Operations Manual Confidential 21 unless and until you summon the police to the accident scene; (p) to transport an animal (other than a service animal); (q) in or through any structure or underpass where there is insufficient clearance (width or height); (r) by anyone who is driving or operating the Vehicle while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages while not in a hands-free mode.; or (s) in a reckless manner or with willful or intentional disregard to the Vehicle or to third parties and their property. The following are also Prohibited Uses: failure to notify us and the police of an accident, theft, or vandalism involving the Vehicle; providing false, misleading or fraudulent information to us or withholding information that would have caused us not to rent the Vehicle; and smoking or vaping any substance in the Vehicle. PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT, AUTOMATICALLY TERMINATES YOUR RENTAL, AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (TO THE EXTENT PERMITTED BY LAW).

6. Collision Damage Waiver; Tire, Wheel and Windshield Damage Waiver.

If we offer, and you purchase, CDW, we agree to waive our right to collect from you for all or a portion of Collision Damage as noted on the Rental Agreement. If we offer, and you purchase, TWWD, we agree to waive our right to collect from you for tire, wheel and windshield damage to the Vehicle. CDW and TWWD are not insurance, are optional, and may duplicate coverage under your own insurance policy or credit card. CDW and TWWD do not apply to Optional Equipment. If you use the Vehicle for a Prohibited Use described above, any CDW or TWWD purchased by you will be invalidated, and we will not waive our right to hold you financially responsible for loss of or damage to the Vehicle. In addition, CDW or TWWD may be invalidated if the Vehicle is stolen and you fail to return the Vehicle keys or ignition devices that we gave you at the start of the rental. Notwithstanding the purchase or other availability of CDW, TWWD, or any other coverage that you may have, you agree to cooperate with us or our assignees in the investigation of any damage incident or claim of any size. Failure to do so may invalidate optional protection that you purchase, including CDW and TWWD.

7.Optional Equipment. We offer certain Optional Equipment, including navigational systems and child safety seats, upon request and subject to availability for your use during the Rental Period at an additional charge. All Optional Equipment is rented AS IS and must be returned

to us at the end of the Rental Period in the same condition as when rented. If you rent a child safety seat, you must inspect and install the child seat into the Vehicle yourself. If you rent a navigational system, you should review the operational instructions before leaving the rental location. Failure to return optional equipment will result in your liability to replace or pay the amount determined by JSPE.

8. Insurance; Handling Accidents/Incidents.

You are responsible for all damage or loss you cause to others. You agree to provide automobile liability, collision and comprehensive insurance covering you, us, and the Vehicle. Where state law requires us to provide auto liability insurance, or if you have no auto liability insurance, we provide auto liability insurance (the "Policy") that is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury liability coverage and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the State whose laws apply to the loss. The Policy does not cover injury to you. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage to the extent permitted by law. To the extent such protection is imposed by operation of law, that protection will be for the minimum limits required by law. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. Coverage under the Policy is void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report.

Third party insurance: If you have purchased excess waiver insurance or similar from a third party to cover your liability to us for the excess under our waiver products, you will remain liable to us for any amount due up to the excess and must seek reimbursement from your insurer.

- Credit card additional coverage: a) The Renter agrees to make every reasonable effort to utilize any available rental car insurance coverage provided by their credit card company for this rental agreement. b) The Renter understands that compliance with the credit card company's terms and conditions for obtaining coverage is their sole responsibility. This includes but is not limited to:

1. Contacting the credit card company to determine eligibility and coverage details.
2. Following any specified procedures for initiating coverage, including notifying the credit card company of the rental and any associated documentation requirements.
3. Paying any fees or charges associated with the credit card coverage, if applicable.

c) **Limitation of Rental Agency's Liability:** The Renter acknowledges that the rental agency is not responsible for any issues related to the credit card coverage, including denial of coverage or any delays in processing claims.

d) Required Documentation: The Renter agrees to provide the rental agency with any documentation or information required by the credit card company to initiate coverage, including but not limited to rental agreements and incident reports.

IMPORTANT: Your liability to us may include (amongst others):

- Cost of repairs
- Replacement cost of missing or damaged accessories or parts—
- Loss of rental income
- Towing and storage charges
- Loss in value of the vehicle and/or • An administration charge to recover our costs for dealing with these issues and any related claim.

9.Payment; Charges.

You permit us to reserve against your payment card (“Reserve”) or take a cash deposit (“Deposit”) at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges AND will use the Reserve or Deposit to pay for damage to the Vehicle for which you may be responsible unless you agree separately to allow it after the amount of damage is determined. We will authorize the release of any excess Reserve or refund any excess Deposit after the completion of your rental. Your payment card issuer’s rules will apply to your account being credited for the excess and it may not be immediately released by your card issuer. You will pay us at or before conclusion of this rental or on demand all Charges, including: (a) time and mileage for the Rental Period, or a mileage charge based on our experience if the odometer is tampered with; (b) optional products and services you purchased including fees for additional drivers; (c) fuel and a refueling fee, if you return the Vehicle with less fuel than when rented (unless you purchase a prepaid fuel option); (d) government-imposed taxes, fees, and surcharges; (e) all expenses we incur locating and recovering the Vehicle if you fail to return it or if we repossess it under the terms of this Agreement; (f) all costs including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (g) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts past due; (h) \$50, or the maximum amount permitted by law, if you pay us with a check returned unpaid; (i) a reasonable fee to clean the Vehicle if returned substantially less clean than when rented or if the Vehicle contains evidence of smoking; (j) towing, storage charges, forfeitures, court costs, penalties, and all other costs we incur resulting from your use of the Vehicle; (k) a reasonable fee if you lose the keys or toll transponder to the Vehicle; (l) replacement cost of lost or damaged parts and supplies used in Optional Equipment; (m) a reasonable fee if a navigational system that you rented is lost, stolen or otherwise rendered unusable during the rental; and (n) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle or if you return it after the date and time due (“Due-In Date”). If you return the Vehicle earlier or later than the Due-In Date, a different or higher rate may apply, which may be substantially higher than the rates for the initially agreed rental period if a special or promotional rate applied to the initially agreed rental period. All Charges are subject to a final audit. If errors are found, you authorize us to correct the Charges with your payment card issuer.

10. Responsibility for Tolls, Traffic Violations, and Other Charges.

You are liable for all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Vehicle during the Rental Period. If we are notified by charging authorities that we may be responsible for payment of a Toll or Violation, you agree that we or a processing firm ("Processor") may, in our sole discretion and without prior notice to you, pay the Toll or Violation plus applicable taxes on your behalf directly to the appropriate authority. If we or a Processor elect to pay a Toll or Violation, you may not be able to challenge the validity of the Toll or Violation before the charging authority. We or the Processor will charge you the face value of the Toll or Violation and any taxes, plus an administrative fee per Toll and Violation. If we or a Processor, in our sole discretion, elect to transfer liability for a Toll or Violation assessed against the Vehicle during the Rental Period to you personally, we or the Processor will charge you an administrative fee per Toll or Violation. You authorize us to release your rental and payment card information to the charging authorities and the Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us and the Processor to charge all payments and administrative fees to the payment card you used in connection with this Agreement. Certain toll roads do not accept cash. To avoid toll violations and associated fines, fees, and taxes (and our administrative fees), you must pay all tolls with a personal transponder that is accepted on the road; use only cash lanes and pay cash; plan a route to avoid tolls; or consult local authorities for other payment methods.

11. Telematics Notice. The Vehicle may be equipped with global positioning satellite (GPS) technology or another telematics system, and/or an event data recorder (EDR). You acknowledge and authorize that your use of this Vehicle may be remotely monitored by us or on behalf of us through such systems to the extent permitted by law. This remote monitoring may include collection of Vehicle data, such as: location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, and other elements we may deem necessary. To the extent permitted by law, we may disable the Vehicle when we deem necessary, including if you breach this Agreement. These systems may use cellular communications, and you should have no expectation of privacy related to your use of this Vehicle. You agree to inform all drivers and passengers of the Vehicle of the terms of this section, and that you have authorized release of information collected by GPS or other telematics system or EDR. We are not responsible for the operability of any telematics navigational or other system included with the Vehicle. To the extent permitted by law, you agree to indemnify, defend and hold us harmless from any damage to persons or property caused by failure of the GPS or other telematics system or EDR to operate properly, or otherwise arising from the use of the GPS or other telematics system or EDR.

12. Personal Property. We are not responsible for loss of or damage to personal property that was left with us or carried in or on the Vehicle. If you fail to claim property left in the Vehicle for more than 30 days, we may dispose of that property in a manner we choose. To the extent permitted by law, You waive all claims all claims against us, our agents and employees for loss of or damage to the personal property of you or another person, which we received, handled, or stored, or which was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss of damage was caused by our

negligence or was otherwise our responsibility. The Vehicle may be equipped with an infotainment system that permits you to pair your own mobile devices, and which may download your personal contacts, communications, location or other digital data. You should wipe all personal information from the Vehicle's systems before returning it.

13. Miscellaneous. No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. To the extent permitted by law: (a) you waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement; and (b) you release us from all liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. ARRC Generic 09.2018 (143715).

14. Cancellation Policy - This Rental Car Agreement Cancellation Policy outlines the terms and conditions under which a customer may cancel a reservation with our rental car service. Please carefully read and understand the following terms before making a reservation:

1. Cancellation Timeframe:

- Customers are allowed to cancel their rental car reservation up to 24 hours before the scheduled pick-up time without incurring any additional charges or penalties.

2. Refund and Credit Policy:

- If a customer cancels their reservation more than 24 hours before the scheduled pick-up time, the payment made for the reservation will not be refunded. Instead, the payment will be held as a credit that can be used for a future rental opportunity with our company.

3. Cancellation within 24 Hours:

- If a customer cancels their reservation within 24 hours of the scheduled pick-up time, the payment made for the reservation will not be refunded, and it will not be held as a credit for future use. In this case, the payment will be forfeited, and no credit or refund will be issued.

4. How to Cancel:

- Customers can cancel their reservations by contacting our customer service team through the provided contact methods, including whatsapp or email.

5. Reservation Changes:

- Customers are encouraged to make changes or modifications to their reservations, such as adjusting the pick-up or drop-off times or vehicle type, in advance whenever

possible. Changes made within 24 hours of the reservation time may be subject to availability and additional fees.

6. No-Show Policy:

- If a customer fails to pick up their reserved vehicle at the scheduled time and date without prior notice, no refunds or credits will be issued. The reservation will be considered a no-show, and the vehicle may be released to other customers.

7. Exceptions:

- In the event of extraordinary circumstances, such as natural disasters, severe weather conditions, or other situations beyond the customer's control, the rental car company may consider exceptions to this cancellation policy. Such cases will be evaluated on an individual basis.

By making a reservation with our rental car service, you agree to abide by the terms and conditions outlined in this Cancellation Policy. We recommend reviewing this policy before finalizing your reservation, and if you have any questions or need further clarification, please contact our customer service team for assistance.

Please note that this policy may be subject to change at the discretion of the rental car company, and customers should refer to the most current version of the policy at the time of booking.

Explanation of Terms and Conditions

The back page of the rental contract is referred to as the Terms and Conditions page, which is one of the legal portions of your rental contract. Failing to understand this portion of the rental contract or using an incorrect version of Terms and Conditions could result in denial of claims and/or court proceedings against your rental business. For states that require a state specific rental contract, the Terms & Conditions page may be written for your specific state giving specific terminology and required verbiage. In most states the Terms and Conditions will have 14 sections which will refer to specific requirements, explanations, and the renter's responsibility during the term of the rental. Below are some of the focal points of the Terms and Conditions.

1. Definitions - Explains the various terms that will be used throughout the contract. There will be an explanation of the Authorized Driver, who is permitted to operate the rental vehicle. In states where "Vehicle License Fee" is permitted there will be an explanation of the charge.

2. Nature of Rental; Condition and Return of Vehicle - Specifically states to customers that they are to return the rental vehicle to the same location as where it was rented, and in the same condition as when rented except for ordinary wear and tear. Clarifies that if the rental vehicle is returned after hours, the customer remains responsible for any damages that occur until vehicle is checked in upon the opening of next business day, and charges may continue to accrue.

3. Indemnity; No Warranties - States to the customer that this is a contract. Clarifies that the renter has the right to repossess the vehicle if the vehicle is used in violation of law or the rental agreement. Customer agrees to defend the rental car company from judgments and lawsuits that may arise out of the rental of the vehicle.

4. Responsibility for Damage or Loss - This section makes it clear to the customer that in the event of damage to or loss of the rental vehicle that they will be held responsible. And the customer is responsible for reporting all incidents of loss or damage to the police and the rental car company as soon as an incident occurs, or damage is discovered.

5. Prohibited Use of the Vehicle - All the acts are prohibited uses of the rental vehicle. If any of the acts listed are executed during the term of rental, the rental contract is violated. Where permitted by law, the liability and all other insurance coverage is considered null and void.

6. Collision Damage Waiver; Tire, Wheel and Windshield Damage Waiver - Emphasizes that CDW and TWWD are not insurance and are optional. If CDW is purchased, the renter agrees to waive their right to collect from the customer for any Collision Damage.

7. Optional Equipment - Explains that all optional equipment is rented AS IS and must be returned at the end of rental in the same condition as when rented.

8. Insurance; Handling Accidents/ Incidents - Reinforces to the customer that in the event of an accident that they are responsible for damage or loss caused to 3rd parties. Affirms that the rental vehicles have the state FRL as required by law. Specifies that if allowable by law PIP, UM ARRC Operations Manual Confidential 24 and UIM are rejected and that the rental company is not liable for the injuries to the customer or the other passengers. Customers are advised that for the coverage to be valid they must comply by reporting all damages as they occur, and provide a legible copy of the police report and statement, and that they must cooperate in the loss investigation.

9. Payment; Charges - Explanation of Deposit, and all costs and fees that can be charged for various purposes. (Example, clean up fee, smoking fee, damage, and mileage, loss of keys, late fee, etc)

10. Responsibility for Tolls, Traffic Violations, and other Charges - Verifies to the Customer that in the event of tolls, traffic violations or citations that the customer will be held legally responsible for all fines, fees, and penalties. Explains that if the rental company pays the fines or fees on the customers behalf, the customer will be charged an administrative fee for each notification plus the cost of fine.

11. Telematics Notice - The Vehicle may be equipped with global positioning satellite (GPS) technology or another telematics system, and/or an event data recorder (EDR). Renter is not responsible for the operability of any telematics navigational or other system included with the Vehicle. Customer agrees to indemnify, defend, and hold us harmless from any damage to persons or property caused by failure of the GPS or other telematics system or EDR to operate properly.

12. Personal Property - A release stating the rental company is not responsible for loss of or damage to personal property that was left in a rental vehicle or office.

13. Miscellaneous - Specifically states that the terms and conditions of the rental contract cannot be waived or modified except for in writing by the rental company.

14. Cancellation Policy - This Rental Car Agreement Cancellation Policy outlines the terms and conditions under which a customer may cancel a reservation with our rental car service.

Car Key Loss, damage and/or Theft

This rental agreement point outlines the responsibilities and procedures in the event of the loss, damage and or theft of car keys by the customer. It aims to protect both the rental company and the customer and ensure a smooth resolution to such a situation.

-Notification of Key Loss or damage: a. In the event of the loss or theft of the car keys, the renter must immediately notify the rental company or its authorized representative. b. Notification should include the date, time, and location where the loss occurred, as well as any relevant circumstances.

-Replacement Key Cost: a. The renter acknowledges that the loss or theft of car keys will result in the need for replacement keys and, if applicable, the reprogramming of electronic key fobs. b. The renter agrees to bear the full cost associated with the replacement of lost or stolen car keys and key fobs. The cost will be communicated to the renter by the rental company and by accepting JSPE services you agree to pay the amount communicated. Car key replacement must be the original car key. We do not accept universal car keys.

- Towing and Locksmith Expenses: a. If the loss of car keys results in the vehicle being immobilized, the renter is responsible for any towing and locksmith expenses incurred to gain access to or move the vehicle. b. The rental company will provide the renter with information on approved towing and locksmith services, and the renter should use these services unless otherwise agreed upon with the rental company.

-Replacement Process: a. The rental company will initiate the replacement process for lost or stolen car keys promptly. b. The renter agrees to cooperate fully with the rental company and its representatives during the replacement process, including providing any necessary information or documentation.

-Rental Vehicle Availability: a. The rental company will make reasonable efforts to provide the renter with a replacement key or arrange for key reprogramming as quickly as possible. b. The renter acknowledges that during this time, the rental vehicle may not be available for use, and no refunds or compensation will be provided for the rental duration that the vehicle is unavailable.

- Vehicle Security: a. While waiting for replacement keys or during any period when the rental vehicle is immobilized due to key loss, the renter is responsible for

ensuring the security of the vehicle. b. The renter must take all reasonable precautions to prevent theft or damage to the rental vehicle, including securing the vehicle's windows and doors.

By signing this rental agreement, the renter acknowledges and accepts the terms and responsibilities outlined above regarding the loss of car keys. Failure to comply with these terms may result in additional charges and liabilities as specified in this agreement.

Out-of-State travel of Florida with a JSPE vehicle:

Rental Restrictions: The Renter agrees that the rented vehicle is only permitted for use within the state of Florida. Under no circumstances is the Renter allowed to take the vehicle outside of the state of Florida without prior written consent from the Company.

- Out-of-State Travel: If the Renter chooses to travel outside of the state of Florida with the rented vehicle without obtaining prior written consent from the Company, the Renter will incur the following charges:
 - a. A fine of \$1,750.00 (One Thousand Seven Hundred Fifty Dollars) as a penalty.
 - b. A charge of \$0.80 (Eighty Cents) per mile driven outside of the state of Florida.
- Notification: If the Renter anticipates the need to travel out of state during the rental period, they must contact the Company in advance to discuss the terms and conditions for such travel. Under no circumstance permission will be granted to leave the State of Florida.
- Maintenance and Operation: The Renter is responsible for the proper maintenance and operation of the vehicle, including regular check-ups, oil changes, and tire maintenance as needed. Any damage or excessive wear and tear due to negligence may result in additional charges.
- Return of the Vehicle: The Renter agrees to return the vehicle to the Company at the agreed-upon date, time, and location. Failure to do so may result in late fees and additional charges determined by JSPE.
- Insurance: The Renter must maintain valid and adequate insurance coverage for the rented vehicle during the rental period. JSPE and the insurance provided is not responsible for any damages, losses, or liabilities incurred by the Renter during the rental period.

- Payment: The Renter agrees to pay all charges, fines, and fees incurred during the rental period as specified in this Agreement and determined by JSPE. Payment is due upon return of the vehicle.
- Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.

IN CASE OF ACCIDENT

We understand that accidents could happen! For this reason we have created a plan to better protect you! The standard plan offers additional coverage of roadside-assistance services including the replacement of a flat tire, fuel delivery, vehicle unlocking and battery jump start at not additional cost 24/7. This plan also covers cracks in the front windshield

smaller than a \$1 bill and scratches and dents smaller than a \$1 bill. If an accident occurs and towing is needed we will cover up to \$250.00. Please note that if towing service is higher than \$250.00, renter will be responsible for the remaining balance. This credit of \$250.00 is not applicable when towing occurs due to an arrest, traffic or parking violation or infraction. In case of total loss of the vehicle or a major accident, the deductible amount for the person responsible for the vehicle will be \$ 1,000.00 with coverage up to \$80,000. The standard plan also includes mandatory insurance to circulate in the state of Florida which includes: (third parties / theft / 24h assistance to the vehicle - mechanical failure). To activate insurance coverage a police report is needed. The value for this plan is \$19.99 per day.

The insurance covers the costs of damage to the rented vehicle in the event of an accident. This type of insurance protects you in case you damage a rental car. If insurance is required, the customer is liable for a deductible of only \$2,500.00 for the rented vehicle unless the Standard Plan is contracted. The insurance does not cover the following costs: Damage due to races and cracks; Damage arising from war, revolution, civil unrest; Loss of keys; Burns on benches, carpets or rugs; Damage affecting tires, wheels, suspension, sound systems, or theft loss of vehicle parts; Damage caused to the transmission, wheels, and parts attached to the vehicle chassis by driving on uneven roads; Damage resulting from driving in places where vehicle circulation is prohibited such as trails, snowbanks, ice, rivers without bridges or streams, beaches, or other areas without roads; Damage caused by sand, gravel, ashes or other types of earth material being blown over the vehicle; If the vehicle is transported by sea, no compensation will be paid for sea / seawater damage; Damage caused by not using correct fuel; (ALL VEHICLES MUST BE FUELED BY GASOLINE).

We recommend that:

- Stop! Never leave the scene of an accident, even a minor.
- Protect the scene! You can prevent further accidents by keeping your flashes on.
- Call the police! Even if there are no serious injuries ... police report is required to record

occurrence with vehicle insurance.

- Take pictures! If you have a camera or cell phone, you should take pictures of the vehicles and damages on both cars. Visible physical lesions should also be photographed. Exchange information with the other person involved in the accident! It is important to obtain the name, address, phonenumber, driver's license and insurance card policy picture.
- Contact us! Remember that we are here to help. In case of an accident, contact +1 713 540- 0313. Keep all your accident-related documents and information. Including, police report, insurance information, photos, and other expenses.
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If you're in an accident and need roadside assistance in the state of Florida, call 1-713-540-0313 for English and Spanish. For assistance in Portuguese call

1-407-683-2017 or contact via whatsapp +5511934006516 or +5511947612233.

You'll be prompted to give a full description of the incident. You'll also be asked to provide photos of the damage. If you're involved in an accident with another car, get:

- **The driver's contact information**
- **The driver's insurance information**
- **Police report, if possible**

After we've received your report, a claims specialist will pass the claim on to insurance agency. The specific resolution to your damage claim will depend on the facts of your case and the documentation you and your host provide. Learn what to expect once you file a claim by reading about the damage claim process in the US.

What are your financial obligations?

Your financial obligations depend on your claim's resolution and your protection plan. You're ultimately responsible for eligible damage to the JSPE rental car, up to the limitation on out-of-pocket costs from your protection plan and regardless of fault. There are two exceptions:

The damage is non-covered wear and tear.

The damage is pre-existing damage that you reported and documented before the start of your trip.

Ultimate assessed costs can be up to the full value of the car plus related claims administrative fees of \$150 or \$575, depending on severity.

At the start of the claims process guests pay the following initial assessments:

Standard plan: \$1.000,00

Minimum plan: up to \$2.500,00

If you paid a security deposit for your trip, we'll subtract the initial damage coverage cost from that deposit. If the deposit doesn't fully cover the cost, we'll charge your trip payment card for the balance, or we may choose to send you an invoice. No matter what plan you've chosen, you're ultimately responsible for eligible damage to the JSPE car during your trip. However, the amount you pay is limited by the out-of-pocket costs limitation in your protection plan.

Chargeback Prohibition and Consequences

1. Chargeback Prohibition: Customer acknowledges and agrees that initiating a chargeback through their credit card provider or financial institution for any charges related to this rental agreement is strictly prohibited.

2. Fee for Chargeback: In the event that a chargeback is initiated by the Customer for any charges related to this rental agreement, the Customer shall be subject to a fee of \$25, which will be added to the total amount owed.

3. Legal and Financial Consequences: Customer further acknowledges and agrees that initiating a chargeback may have legal and financial consequences. Such consequences may include, but are not limited to:

a. Collections Agency: The Company reserves the right to engage a collections agency to recover any outstanding amounts resulting from a chargeback initiated by the Customer. The Customer shall be responsible for all costs associated with the engagement of a collections agency, including but not limited to agency fees and legal fees.

b. Legal Action: The Company may pursue legal action to recover any outstanding amounts resulting from a chargeback initiated by the Customer. The Customer shall be responsible for all legal fees and court costs incurred by the Company in connection with such legal action.

4. Customer's Responsibility: It is the Customer's responsibility to contact the Company's customer service department to address any disputes, concerns, or issues related to this rental agreement before initiating a chargeback. The Company is committed to resolving any disputes in a fair and reasonable manner.

Contact Information for DISPUTES: For inquiries, disputes, or assistance related to this rental agreement clause, please contact our customer service department at our Customer Service Email Address (contato@jspe.com.br).

CLEANING RATE:

Vehicles are always delivered in perfect condition for use by your family. If the vehicle is returned extremely dirty, with damaged seats or windows, with smoking odor among other things that will impair hygiene, the renter takes responsibility and may be charged fine of up to \$ 250.00. (Estimated amount by rental agent and damage caused).

GAS LEVEL:

Your vehicle should return with the same amount as it was delivered. If it is delivered with a quantity other than the amount received, a fine of US\$40.00 will be charged. ALL VEHICLES MUST BE FULL BY GASOLINE.

AGE REQUIREMENT

You must be 21 years old to rent this vehicle. Please do not book if you are under 21.

ADDITIONAL DRIVERS

Maximum 2 drivers per contract and both must be present and show insurance coverage. Drivers must have their driver's license valid and attached to the contract in order to activate the insurance.

Primary driver and additional driver must be at least 21 years old.

JSPE WAIVER

By accepting the rental car service of JSPE VIP RENT A CAR and accepting JSPE VIP Rent a Car (JSPE VIP Services LLC & JSPE Private Group LLC) terms & conditions throughout the link of reservation renter understands, accepts and agrees that:

-In the event of loss or damage to the car, regardless of fault, renters responsibility extends to the full value of the car at the time of rental, less its salvage value, plus expenses for towing, storage impound fees, fines, traffic tickets and administrative fees.

-Renter assumes all legal and financial responsibility in case of physical damage or death suffered by the renter, occupants or third parties involved. The renter or additional driver will be fully responsible for all physical and property damages including (medical bills, lawyers expenses, attorneys fees, loss of income of any of the parts involved, repair or replacement of any damaged vehicle.)

- Renter may not add additional protection or insurance once the rental has begun or after an accident occurs.

- Insurance will NOT apply nor be in effect in the following cases: if accident occurs while driver is under the influence of alcohol or narcotics; if committing a felony or misdemeanor while using the JSPE rental car; if an accident occurs while participating in a prearranged or organized race, drag race or testing of a vehicle; If driver is not registered at the time of signing rental agreement with JSPE, or is under 21 years old; Insurance will not apply if a minor of 7 years old or younger is not using a children safety seat at the moment of accident; if traffic laws are violated including (speeding, under speeding, running a stop sign, running a red light etc); War or any act of war; Engagement in an illegal occupation; Intentional self-inflicted injury, suicide, or any attempted suicide, while insane or sane; intentional damage to property; aircraft travel or sea transportation.

- Renter understands and agrees that renting a car carries with it the risk of personal and bodily injury (including death) and loss or damage to property, and renter is willingly to accept risk.

- Insurance and additional protection does not cover key loss, vehicle tires (theft or damage), lateral, back and frontal windshield damage, minor damages valued in less than the deductible contracted by renter.

- Renter understands and agrees that in case of an accident there will be a deductible of \$2,500.00 to activate insurance when choosing the Minimum Plan stated above.

- Renter understands and agrees that in case of an accident there will be a deductible of \$1,000.00 to activate insurance when choosing the Standard Plan.

- Renter is responsible for paying invoices including (sunpass, e-pass, traffic tickets, parking tickets, or any expense related to a traffic law and norm violation.)

- Renter understands and agrees that JSPE VIP Rent a Car (JSPE VIP Services LLC &

JSPE Private Group LLC) are independent agencies from the Insurance agency contracted. For this reason, JSPE VIP Rent a Car (JSPE VIP services LLC & JSPE Private group LLC) is dedicated to providing rental car services with limited liability and NOT insurance services.

- Renter understands and agrees that the JSPE VIP Rental Car registered as JSPE VIP Services LLC & JSPE Private Group LLC assumes no liability or responsibility, in whole, or in part for any accident or damage.

- Renter understands and agrees to comply with United States of America laws and state of Florida laws as well as traffic laws.

- Renter understands and agrees that all cars have been checked, cleaned and disinfected by a JSPE team member prior rental has begun.

- The renter must accurately inspect the car in the pick up location at the designated area at time of pick up in order to make sure that neither damages, nor debris, nor odor, nor any signs of poor quality are affecting the vehicle. Renter must inspect and report a JSPE member for any observation.

By accepting to take JSPE VIP rental car service, the customer acknowledges and agrees to abide by all terms, conditions, and policies outlined in this agreement, including those discussed verbally or in writing during the rental process. The customer understands that any deviation from these terms may result in additional fees, penalties, or legal actions as specified herein.

JSPE
VIP RENT A CAR