

Car Rental Charlevoix

TERMS AND CONDITIONS¹

The tenant acknowledges, by signing the summary (the “summary”) or by clicking on the “I accept” button at a rental kiosk or during the rental or online registration process, that he has read and understood, and agrees to be fully bound by, the general conditions contained in the summary and in these additional conditions and the summary (collectively, the “Agreement”) for the rental period, that other agreements subsequent documents are signed or not by the tenant or whether or not the owner assigns a new contract number during the rental period for the purposes of issuing an invoice in the name of the tenant. The tenant acknowledges that electronic signatures have the same value and produce the same effect as manual signatures. The Renter expressly acknowledges that the Renter and the Owner are the only parties to this contract, regardless of whether a vehicle reservation may have been made by a third party, whether a third party may pay the rental invoice, in whole or in part. party, or that a third party may negotiate certain conditions of the rental, including the type of vehicle, the duration of the rental, the rental rate or the choice of certain optional products. With respect to all matters arising from this Agreement, Tenant authorizes Landlord to verify or obtain Tenant's personal, creditworthiness or insurance information from credit reporting agencies or other sources. This contract constitutes the entire agreement between the tenant and the owner and it cannot be modified by any other document or oral agreement, unless the tenant and the owner both agree in writing with signature supporting.

1. Definitions: For the purposes of the contract, the following terms are expressly defined as follows:

- a. “Additional Authorized Driver” (CAS) means any person, in addition to the Renter, authorized to use the Vehicle. This term also includes any person designated in the summary as "ADDITIONAL AUTHORIZED DRIVER", and with the authorization of the tenant, the tenant's spouse or life partner (of the same or opposite sex) who meets the criteria relating to the Minimum age and holds a valid driving license;
- b. “optional accessories” means in particular child seats, GPS tracking systems, telematics systems, ski racks, toll collection transponders and other optional products accepted by the tenant;
- c. “owner” means, for the purposes of the contract, the “company” mentioned on the summary;
- d. “rental period” means the period which begins when the lessee takes possession of the vehicle and which ends when the vehicle is returned or recovered and in either case, when the owner receives the vehicle;
- e. “tenant” means the person or entity identified on the summary as “TENANT”;

¹ This document is an automatic translation from the original French document. The French document is used if clarification is required.

f. "vehicle" means the "ORIGINAL VEHICLE" or any replacement vehicle, with equipment and trims supplied by the manufacturer and any other equipment added by the owner.

2. Ownership/Vehicle Condition/Warranty Exclusions. The renter acknowledges that the vehicle and any optional accessories belong, by virtue of a right of ownership or rental, or as a beneficiary, to the owner or its affiliated company, even if the ownership, registration or title is in the name of a third party. The tenant is not the agent of the landlord and has no authority to bind the landlord. The lessee acknowledges that he received the vehicle in good physical and mechanical condition. THE RENTER TAKES POSSESSION OF THE VEHICLE AND ANY OPTIONAL ACCESSORIES "AS IS" AND HAS BEEN ABLE TO ADEQUATELY EXAMINE THE VEHICLE AND THE OPTIONAL ACCESSORIES, AS WELL AS THEIR OPERATION. THE OWNER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE VEHICLE AND OPTIONAL ACCESSORIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The renter undertakes not to modify or damage the vehicle and optional accessories. If the lessee or a CAS judges that the vehicle or any optional accessory is not safe, he or she must stop using them and notify the owner immediately.

3. Payment by the tenant.

a. Regarding the mentions "/hour", "/day", "/week" and "/month" on the summary:

(1) a "/hour" means a period of 60 consecutive minutes or any part thereof beginning at the start of the rental;

(2) if "a day corresponds to a 24-hour period", "/day" corresponds to each consecutive 24-hour period beginning at the start time of the rental;

(3) if "a day corresponds to a calendar day", "/day" corresponds to each full or partial consecutive day of the week;

(4) "/week" corresponds to 7 consecutive 24-hour days starting at the rental start time;

(5) "/month" corresponds to 30 consecutive 24-hour days beginning at the rental start time;

(6) all fees include a minimum of one day, unless expressly modified in the summary.

b. The tenant agrees to pay the owner, its affiliated companies or its agents the amounts stipulated on the summary:

(1) the hourly, daily, weekly or monthly charges shown on the summary for the rental period. The "/hour" charges, indicated on the summary, apply to each full or partial hour in excess of one day. These hourly charges cannot, however, exceed the cost of one additional day. If the vehicle is returned after hours or at any location other than the branch indicated on the summary, all rental costs incurred up to the time of inspection of the vehicle by an employee of the owner are the responsibility of the renter;

(2) charges charged per kilometer for all kilometers in excess of the free mileage stipulated in the summary for the rental period;

(3) charges for optional accessories, services or products for anything agreed to by Renter;

(4) voluntary reductions in CO2 emissions (CO2 OFFSET) accepted by the lessee, which constitute an optional environmental service aimed at reducing greenhouse gases emitted by the vehicle. The owner remits the collected amounts to an independent third-party service provider. Visit www.keystogreen.com to learn more. Emissions produced by the vehicle are estimated based on the average mileage and fuel economy achieved by vehicles in the rental fleet. They are not calculated based on a specific vehicle;

(5) Landlord, its affiliate, or a third party, may separately charge Renter's credit or debit card (or bill Renter, if applicable, if this is a rental paid in cash) all toll charges (and other charges) incurred when using the transponder, the previously installed device or the video surveillance service during the rental period on the roads covered by the Tollpass service, at the rate highest spot toll rate applied by the toll administrator, or the highest undiscounted toll rate. The Renter expressly authorizes the Owner or its affiliate to transmit to any third party its name, address, credit/debit card data and all other data necessary to process the recovery of all said amounts. No credit is offered for days the transponder is not used.

(6) Fuel costs at the rate indicated on the rental contract summary. If fuel charges are based on consumption and the vehicle is returned with less fuel than when rented, the charge is the owner's estimated difference in fuel level. The fuel level difference will be calculated based on the difference shown on the fuel gauge (rounded to the nearest 1/8) between the rental date and the return date or as determined by the vehicle's telematics system. If Renter purchases the fuel service option, Renter's fuel charge will be the per gallon charge multiplied by the fuel tank capacity of the rented vehicle. Renter will not receive a refund or credit if the vehicle is returned with more fuel than when Renter received it or for any unused fuel. The fuel charge is not a retail sale of fuel.

(7) one-way charges (when the vehicle is returned to an agreed branch other than the branch indicated on the summary), applicable CAS charges and surcharges relating to the age of the renter or that of a CAS ;

(8) fees and other surcharges (which are not taxes), including:

(a) all contractual installation charges, customer usage charges and other similar airport charges (CFC) which the Landlord is required to pay or collect from the Renter in connection with this rental, for the construction, financing, operation and/or maintenance of the building reserved for this vehicle rental facility, any other authorized use of CFCs governed by relevant laws, decrees, regulations or contracts under federal, provincial or municipal jurisdiction, other airport facilities, and/or related transportation services;

(b) recovery of concession fees, concession fee and other similar fees (CONC REC), first branch fees (PRE LOC CHG), customer transaction fees (CTC) and the other costs which are the responsibility of the owner and which the latter pays to the owner or operator of the

leased facilities relating to this rental in consideration for the right to carry out its activities in these facilities;

(c) the recovery of installation charges (FAC REC), first branch charges (PLC) or other charges of a similar nature which are the responsibility of the owner with a view to recovering the estimated charges and costs, which may include the rent paid by the owner to the owner, operator or agent of the location used by the owner for this rental, or to the owner, operator or agent of the location of the location the branch indicated in the summary;

(d) recovery of vehicle registration fees (VLF REC) which are borne by the owner with a view to recovering the estimated average daily cost per vehicle of the fees imposed by government authorities on the owner or its affiliates to register, register and register all vehicles in their rental fleet registered in the rental province, including air conditioning tax, tire tax and battery contribution, if applicable. Vehicle registration fee recovery is not calculated based on the costs imposed on a particular vehicle;

c. Additional Tenant Obligations – Unless prohibited by law, Tenant must pay Landlord, its affiliates or agents:

(1) if the Renter returns the vehicle to a location other than the designated return location, a vehicle recovery fee, an unscheduled one-way fee or a return fee not exceeding the greater of (a) \$100, b) \$0.53 per kilometer traveled between the returning branch and the original rental branch and c) the adjusted daily, weekly or monthly owner's fees applicable on the date of return;

(2) damage to the vehicle or optional accessories, or loss or theft of the vehicle or any optional accessories, including all related costs (see clause 7), if the damage waiver, described in clause 17, and roadside assistance, described in clause 19, do not apply;

(3) The costs of cleaning the vehicle's interior upon return of the vehicle, if the interior has been unreasonably soiled (stains, animal hair, waste, odors or other soiling).

(4) Fines, fees, costs and attorneys' fees paid or payable by the owner, its affiliates or a third party due to violations, parking tickets, tolls, towing and storage and other events of a similar nature occurring during the rental period (fines, tolls and violations). Renter consents to Landlord, its affiliates or a third party paying fines, tolls and violations on Renter's behalf without notice and acknowledges that such payment may impair Renter's ability to contest fines, tolls and violations with the Renter. competent authority. Renter agrees that Landlord may be required to disclose Renter's information to appropriate authorities or third parties for the purposes of processing payments and/or transferring liability for such fines, tolls and violations to Renter. In addition, the owner, its affiliates or a third party may impose a fee of up to \$25 per incident to cover all costs incurred with respect to violations and tolls and their administration.

Tollpass service fee (TCC) (where the service is offered) in the amount of \$5 per day of the rental period for each day the vehicle is driven on a road covered by the TCC and for which the driver does not pay applicable tolls. The total TCC fee cannot exceed \$25 per rental

period. To avoid TCC fees, Renter may: (i) use toll-free roads and bridges; (ii) pay tolls in cash (where this type of payment is accepted); or (iii) use any of the payment methods offered. These methods may differ depending on the road or bridge. In addition to the TCC fee, the Owner or a third party may separately charge the Renter's credit or debit card for any unpaid toll charges that were incurred by a driver of the vehicle during the rental period, at the toll rate at highest cash rate applied by the tolling authority or the highest undiscounted toll rate. The up-to-date list of routes covered by the TCC service is available on request at www.htallc.com/tollpass or at 1 877 765-5201. Operating the vehicle on a road or bridge that is not covered by the TCC and for which the required tolls are not paid exposes the renter to fines, costs and fees. See paragraph 3.c. (4.) above; TENANT EXPRESSLY AUTHORIZES LANDLORD OR LANDLORD'S AFFILIATED COMPANY TO TRANSMIT TO ANY THIRD PARTY HIS/HER NAME, ADDRESS, CREDIT/DEBIT CARD DATA AND ALL OTHER DATA NECESSARY TO PROCESS THE COLLECTION OF ALL TOLLS AND RELATED FEES INCURRED DURING THE PERIOD RENT;

(6) a late fee of 3.0% per month (36.0% per year), not to exceed the maximum permitted by law, on all charges not paid within 30 days after the end of the rental period ;

(7) All expenses incurred by the owner in collecting amounts owed to him under this contract, repossessing the vehicle or enforcing any term of this contract, including attorney's fees, owner's administrative costs and other fees and expenses.

(8) taxes, duties and other mandatory charges imposed by provinces or states, countries and other governmental authorities;

d. tire recovery fees, which represent the average daily cost estimated for each vehicle by the owner for the purchase, storage, installation, removal, management and transportation of tires designed specifically for winter driving in accordance with Quebec Road Safety Code. The cost is not calculated based on the cost of tires for a particular vehicle.

e. Certifications and commitments regarding payment cards: (1) IF A CREDIT OR DEBIT CARD IS PRESENTED AS A METHOD OF SETTLEMENT OR PAYMENT OF A DEPOSIT OR SECURITY DEPOSIT, THE TENANT AUTHORIZES THE OWNER TO CHARGE THESE CARDS PAYMENT OF AMOUNTS DUE UNDER THIS AGREEMENT, INCLUDING, IF APPLICABLE, AMOUNTS DUE BY A THIRD PARTY WHO REFUSES TO MAKE PAYMENT. IF THE OWNER MAKES CHARGES ON A CARD AND THE TRANSACTION IS REFUSED, THE TENANT AUTHORIZES THE OWNER TO REtry THE TRANSACTION LATER WITHOUT BEING REQUIRED TO OBTAIN THE TENANT'S AUTHORIZATION; (2) the authorized amount or deposit shown on the summary is considered an authorization or sale by the owner. The renter will not have access to these funds until the vehicle has been returned. It is possible that the owner takes additional authorization(s), or deposit(s), during the rental period, if the tenant incurs additional costs; (3) The tenant acknowledges that the final amounts charged to his card may exceed the amounts indicated on the summary, in the event that he incurs costs not included in these amounts.

f. The owner will endeavor to reimburse the tenant for any amount received in excess of all of his obligations towards him, within 20 working days following confirmation by the owner of the extent of said obligations. If payments were made by cash, check or money order, any excess will be refunded by check. All amounts are subject to final verification by the owner.

4. Prohibited use and revocation of right of use.

a. The tenant accepts the following usage limits:

- (1) the vehicle may not be driven by anyone other than the renter or a CAS without the prior written consent of the owner;
- (2) the vehicle cannot be used for the purpose of transporting people for hire, as a school bus or for driving training;
- (3) the vehicle may not be used for any illegal purpose, in an unlawful or dangerous manner, in a race or speed contest, or for pushing or towing anything;
- (4) the vehicle cannot be used to transport a number of passengers greater than the number of seat belts with which the manufacturer has equipped the vehicle nor with passengers outside the passenger compartment;
- (5) the renter must not remove any seat from the vehicle;
- (6) the vehicle cannot be driven by a person whose faculties are impaired or who is under the influence of alcohol, narcotics, intoxicating substances, drugs or medications used with or without a prescription;
- (7) the vehicle cannot carry a load in excess of the gross vehicle weight rating (GVWR), which is indicated on the driver's side door and corresponds to the weight of the vehicle plus the weight of the load, or with a load distributed unevenly or unevenly. manner not in accordance with the manufacturer's specifications or recommendations;
- (8) the vehicle cannot be driven on an unpaved road or on a track;
- (9) the vehicle cannot be used by any person who has provided a fictitious name, a false address, a counterfeit or invalid driving license, whose driving license becomes invalid during the rental period, who has obtained the keys without authorization of the owner or having made a false declaration or concealed facts from the owner relating to the rental or use of the vehicle;
- (10) the lessee may not transfer or assign this contract, nor sublet the vehicle;
- (11) the vehicle may not be used to store or transport explosives, chemicals, corrosive materials or other dangerous materials or pollutants of any nature;

(12) the vehicle cannot be used to test the components or technological capabilities of the vehicle.

(13) the vehicle must stay in the following provinces or American states: Quebec, Ontario, New-Brunswick and Maine The renter is responsible that the car stays in these restricted territories.

b. The lessee agrees to return the vehicle and optional accessories to the owner, no later than the return date, at the location indicated in the summary, or as directed by the owner, and in the same condition as when they were received, at except for normal wear and tear. Rental period extensions are at the discretion of the owner.

c. In the event of violation of the limitations on use or any other provision of this contract, the owner automatically terminates, without further notice to the tenant or the CAS, the right to use the vehicle and retains all other rights and remedies provided for. by the law. The owner has the right to seize the vehicle without initiating legal proceedings and without notifying the tenant or the CAS. Renter and CAS hereby waive any claim for damages related to such seizure, including loss and damage to the contents, and will pay all expenses incurred by Owner in returning the Vehicle to the original rental branch.

d. If the renter or a CAS continues to use the vehicle after losing his right of use, the owner has the right to report to the police that the vehicle has been stolen. The tenant and the CAS cover and release the owner from any liability that may arise from such a report. The tenant remains responsible for all fees, costs, taxes, fees and obligations provided for in clause 3.

e. Use of the vehicle in a manner prohibited in this paragraph has the effect, to the extent permitted by applicable law, of automatically rendering Personal Accident Insurance and Personal Effects Insurance (AIA) null and void. /AEP).

5. Roadside assistance. Each vehicle is covered by roadside assistance provided by Canadian Tire and paid for by the vehicle owner. A letter is available in the glove compartment of each vehicle with a telephone number to request assistance. Fees apply to all services provided to the renter that are not related to a mechanical problem with the vehicle.

6. Accidents. Any accident in which the vehicle is involved must be immediately reported in writing to Location Voitures Charlevoix and, in no case, after the business day following the accident. The tenant and the CAS must immediately transmit in writing any act, pleading or procedure relating to a claim, trial or prosecution arising from such an accident. In the event of a claim, lawsuit or legal procedure, the tenant and the CAS must cooperate fully with the owner and his representatives. The duty to cooperate includes: (i) at the request of the owner or its representatives, to agree to submit to an examination under oath and to produce a written statement; And; (ii) to accept any request for declaration, verbal or written, under oath or not, and other requests that the owner or its representatives deem relevant to the settlement of any claim, suit or proceeding. The vehicle may be equipped with a road data recorder or similar device (EDR) intended to record data relating to the operation or use of the vehicle. To the extent permitted by law, the tenant authorizes the owner or its representatives to retrieve and use this data from the EDR system.

7. Damage to vehicle or optional accessories/loss, alteration or theft of vehicle or optional accessories and associated costs. Subject to any restrictions, modifications or limitations imposed by provincial laws, the renter accepts responsibility for all damage to the vehicle, optional accessories or any part or accessory, as well as for loss, alteration or theft of the vehicle, optional accessories or any part or accessory, occurring during the rental period, whether or not resulting from fault or negligence of the renter or anyone else, or from a natural disaster. The tenant must pay the owner the sums necessary for the repair of the vehicle or optional accessories. The renter undertakes not to have the vehicle or optional accessories repaired without the authorization of the owner. If the vehicle is stolen and not recovered or if the owner determines that the vehicle is junk, the lessee will pay the owner the fair market value of the vehicle less the proceeds of sale. For the purposes of this contract, fair market value is the retail value of the vehicle immediately before the loss. If the optional accessories are not returned, the tenant pays the owner their replacement value. Renter is responsible for all towing, storage and impounding costs and all other costs incurred by the owner in recovering the vehicle and assessing the damage. Renter agrees to pay all taxes, duties and other mandatory charges imposed by states, countries and other governmental and airport authorities. The lessee agrees to pay compensation for loss of use, regardless of fleet use, calculated as follows: (i) if the owner judges that the vehicle is repairable, the total number of labor hours work indicated on the repair estimate divided by 3, multiplied by the hourly rate (including any change in vehicle category) indicated on the summary; (ii) if the owner judges that the vehicle is repairable and the repair invoice does not include labor hours: the hourly rate indicated on the summary multiplied by 0.25; (iii) if the vehicle is stolen and not found, or if the owner judges it to be scrapped: 15 days at the daily rate indicated in the summary. The tenant also agrees to pay: (a) an administrative fee of \$75 if the value of the repair estimate is less than \$5,000 or \$150 if the value of the repair estimate is \$5,000 or more; (b) compensation for diminished value if the vehicle is repairable, calculated at the rate of 10% of the repair estimate, if the value of the damage is greater than \$499.99. If the vehicle is returned after hours or at any location other than the branch indicated on the summary, any damage to the vehicle or optional accessories, or loss or theft of the vehicle or optional accessories, occurring before the Taking charge and inspection of the vehicle by an employee of the owner is the responsibility of the tenant.

8. Automobile liability insurance. Except to the extent required by the motor vehicle financial liability laws of the applicable province or any other law, Landlord does not provide insurance or motor vehicle financial liability coverage to Renter, to CAS, passengers or third parties under this contract. If liability insurance or auto insurance is offered to the renter, CAS or any other driver, in any capacity, and such insurance or auto insurance complies with applicable motor vehicle financial responsibility law, it constitutes the primary insurance, and the owner does not extend his insurance or financial responsibility relating to motor vehicles. However, if the Renter and the CAS comply with the general conditions of this contract and the Owner is required to extend its insurance or financial liability relating to motor vehicles to the Renter, the CAS or third parties, then the obligation of the owner is limited to the applicable minimum amounts of financial liability provided by provincial laws. In cases where required by law, the owner's insurance also provides limited compensation in the event of an accident and third-party insolvency guarantee. The Owner does not otherwise extend its financial liability relating to motor vehicles and does not provide insurance

coverage to the Renter, CAS, passengers and third parties. The owner's financial liability does not extend to the liability of any person under any workers' compensation law or any scheme or contract in this regard.

9. Compensation by the renter and the driver.

a. Renter and Driver indemnify and hold harmless Owner and its affiliates from any losses, debts, damages, injuries, claims, demands, costs, attorneys' fees and other expenses incurred by Owner or its affiliated companies in any way relating to this rental transaction or anyone's use of the vehicle.

b. Cancellation: any cancellation after the initial payment or deposit has been paid to the owner is subject to a fee. If the cancellation occurs with more than 48 hours notice, the lessor will be charged the rental fee for 1 day. If the cancellation is made with less than 48 hours' notice, the \$250 deposit must be paid by the lessor.

c. In the event that the civil liability of the owner or its affiliated companies, the tenant or driver is incurred due to an accident or disaster, automobile civil liability insurance would constitute the main coverage guaranteeing the liability of the owner or the driver. its affiliates, the renter and the driver.

d. In the event that the civil liability of the owner or its affiliated companies is incurred due to an accident or disaster, the tenant and the CAS will cover them and release them from any liability for any amount resulting therefrom.

10. Compensation for injuries in the event of an accident and third-party insolvency guarantee. Except as required by law, or as provided by the motor vehicle insurance or financial liability described in clause 8, the Owner or its Affiliates provide no coverage for personal injury in the event of an accident or third party insolvency guarantee under this contract. The tenant expressly chooses said protection with the minimum limit and the maximum deductible and expressly declines said protection beyond the minimum amount provided for by law.

11. Personal effects. Landlord is not responsible for damage to, or theft of, Renter's personal effects or data contained therein, whether the damage or theft occurs during or after the rental transaction. The tenant agrees and acknowledges that the owner cannot be bound by any act of deposit, whether real, imputed or otherwise, concerning personal effects taken or left in the vehicle or premises of the owner. Landlord is not responsible for, and Renter indemnifies and holds harmless Landlord and its affiliates from, any losses, debts, damages, injuries, claims, demands, costs, attorneys' fees and other expenses incurred by the owner or its affiliates, or which arise in any way from the failure of the renter or his passengers to remove from the vehicle personal effects, including, data or documents of the renter or the renter's passengers downloaded or transferred by any other means to the vehicle. The Owner disclaims all liability, and the Renter releases the Owner from any liability in the event of any claim or cause of action which may arise out of the failure of a previous Renter or passenger to remove from the vehicle personal effects, data or documents. The tenant agrees and acknowledges that the owner cannot be bound by any act of deposit, whether real,

imputed or otherwise, concerning personal effects taken or left in the vehicle or premises of the owner.

12. Traffic in Mexico. The vehicle must not be driven in Mexico.

13. Products paid by a third party. If a third party, including an insurer, authorizes payment of any amount owed by Tenant under this Agreement, Tenant hereby assigns to Landlord its right to collect such payment. Only the amounts actually paid by a third party to the owner reduce any amount owed by the tenant under this contract; unless the third party has agreed to pay a fixed amount to the Owner for the rental in lieu of the Owner's daily rate or daily indemnity under the applicable insurance policy. In such a case, the package may be higher or lower than the amount calculated from the “/day” costs of this contract or the daily compensation of the third party. Regardless of the amount paid under such a fixed amount agreement, the third party payment cannot apply to: vehicle improvements and options (except those provided by the third party); for rental days exceeding the period established by the third party. The renter remains responsible for all charges not paid by the third party, including charges for vehicle overclassification, optional products, additional rental days and all other charges.

14. Power of Attorney. The tenant hereby grants the owner restricted power of attorney:

has. to authorize him to submit any claim for compensation to the tenant's insurer if:

(1) the vehicle is damaged, lost or stolen during the rental period and the renter does not reimburse the damage;

(2) the owner is the subject of a civil liability claim relating to this rental transaction and the tenant does not cover the owner or release him from any liability relating to the claim.

b. to authorize it to act on behalf of the tenant for the purpose of directly collecting compensation paid by the insurer in relation to requests, damages, debts or rental costs.

15. Divisibility. If any provision of this contract is found to be contrary to law or public policy, void or unenforceable, all other provisions shall remain in full force and effect. Where both a French and an English version of this Agreement are provided, the French version shall prevail in all questions of interpretation and for the resolution of any conflict or ambiguity.

16. Limitation of Remedies/Exclusion of Consequential Damages. If Owner fails to comply with its obligations under this Agreement or the Vehicle develops a mechanical failure that is not caused by Renter or CAS and Owner is liable under applicable laws for the breach or failure of the vehicle, the sole liability of the owner to the renter and the CAS and the sole remedy of the renter and the CAS are limited to the replacement by the owner of the vehicle with another similar vehicle and the reimbursement to the renter of the pro rata of the daily rental charges corresponding to the period during which the lessee or the CAS was not able to use the vehicle or replacement vehicle. The tenant and the CAS waive any claim for consequential, punitive and incidental damages to which they may be entitled. These

damages are excluded and the tenant or the CAS cannot have recourse to them. The renter also acknowledges that data and personal information downloaded or transferred to the vehicle are not necessarily protected and may be accessible after the rental period. The tenant releases the owner from any liability arising from or relating to access to such data or information, or its use by a third party.

17. N/A

18. Other optional protective products.

A. N/A

B. Optional Roadside Assistance: The Owner agrees by contract to waive its right to collect from the Renter the fees for the following services: (i) replacement of lost or damaged keys (including vehicle access remote controls; (ii) replacement of a flat tire (if the vehicle does not have a spare tire, the vehicle is towed), but the cost of the replacement tire is not included (iii) door unlock service (if available); keys are locked in the vehicle); (iv) battery recharge service; and (v) fuel delivery service up to 3 gallons (or liter equivalent), if the vehicle runs out of fuel L. Roadside assistance does not cover costs incurred in Mexico.

19. Collection and use of vehicle data by the owner; use of the vehicle's satellite navigation and infotainment systems and the manufacturer's applications by the lessee. The vehicle may be equipped with technology that collects and transmits data. This data may include information collected from a traffic recorder, GPS tracking systems, OnStar® systems or other similar technologies ("Telematics Devices"). If this technology is installed and we are authorized to do so, it allows the owner to collect and use certain information in accordance with our privacy policy, for example: (1) location information; (2) collision information; (3) vehicle usage information, such as operating condition, mileage, tire pressure and remaining fuel, and other diagnostic and performance information. This information may be combined with information that the lessee has provided to the owner and it may be used to produce information on the use of the vehicle, its performance and other information of a similar nature. The Owner's use of the information may include storing the information after the contract expires. Renter understands that leasing the vehicle does not prevent the owner from obtaining and using the data collected from the vehicle.

If the renter or occupant pairs their mobile device with the vehicle's navigation or infotainment systems, personal information may be transferred and stored on these systems. The owner cannot guarantee the confidentiality of this information and it is up to the renter to delete his personal information from these systems before returning the vehicle in order to prevent future occupants or users of the vehicle from having access to this information.

If the renter downloads a mobile application offered by the vehicle manufacturer and registers the vehicle in this application, his use of the application may result in the transmission of personal data, vehicle data, location data and characteristics driving instructions to the vehicle manufacturer. The use by the Renter of this type of applications is strictly governed by the terms of use and the privacy policy of the vehicle manufacturer and the Owner disclaims all liability, and the Renter releases the Owner from any liability, in the

possibility of a claim or cause of action that may arise due to the use of these applications by the tenant. Before returning the vehicle, it is the renter's responsibility to remove the app or delete the vehicle in the app.

20. Titles. The headings of the numbered paragraphs in this Agreement are for convenience only; they do not form part of the contract and they do not limit, modify or expand the general conditions.

21. Text Messages and Calls. Renter agrees to the terms and conditions relating to text messages and calls, and thereby expressly consents to Landlord or Landlord's representative contacting Renter at the telephone number(s) provided for the purposes hereof. contract in order to transmit to him, or to have him transmit, informative or transactional press releases, such as customer surveys, by means of live calls, pre-recorded or automated voice or text messages. Tenant's consent to receive such calls or text messages is not a condition precedent to any purchase or rental agreement. For any questions regarding the protection of personal information, see clause 24 above.

22. Choice of law. All terms of this Agreement shall be construed and enforced in accordance with the laws of the province in which this Agreement is executed by Lessee, without regard to conflict of law provisions or provisions of such province.

23. Confidentiality of Customer Information. The information that the tenant communicates to the landlord is stored and used in accordance with the landlord's privacy policy. Tenant agrees that Landlord will use and disclose such information in the manner set forth below. Personal information may be used, among other things, to assist you with the reservation, rental, purchase and long-term rental of motor vehicles and to provide you with information about our car sales, ride sharing and fleet services. ; to send you by mail and email discounts, coupons, offers and information that may be of interest to you; to obtain your feedback on your satisfaction with the services offered to tenants by contacting you by email or telephone at the number indicated on the rental contract or otherwise to the owner; to compile statistics and analyzes about customer use of our sites, products and services; and to help operate, manage and improve our systems and sites. Renters can always opt out of receiving messages, including commercial electronic messages for marketing purposes or telemarketing or customer satisfaction calls.

24. Customers with a disability. For all customer service inquiries regarding customers with disabilities, please call 418-999-7703.