



Flexcar™ Subscriber Agreement

Effective: September 16, 2021

This Agreement is a vehicle subscription agreement for the use and custodianship of one or more vehicles between Zipcar, Inc. or one of its affiliated companies ("Zipcar", "Flexcar", "us", or "we") and you (the "Subscriber"). All Subscribers are required to accept and comply with the terms and conditions set forth herein. By accepting this Agreement and participating in the Flexcar Subscription program ("Flexcar Program"), you accept and agree to comply with the terms and conditions of this Agreement, as it may be amended from time to time as provided herein.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING ANY FLEXCAR VEHICLES OR SERVICES, ESPECIALLY BECAUSE THESE TERMS MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION, AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION – SEE SECTION 11 BELOW.

IF YOU DO NOT ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU ARE NOT AUTHORIZED TO PARTICIPATE IN THE FLEXCAR PROGRAM.

Flexcar reserves the right to change the terms of this Agreement from time to time. We will give notice of material changes to Subscribers. Unless we designate a different date for effectiveness, such changes will be effective when notice is given to Subscribers and notice will be considered given when such notice is indicated and accessible from the first page accessed after the Subscriber log-on, when it is provided by email to the Subscriber's address on file with Flexcar, or it is provided via our website or other applicable form of communication such as by mobile application or text. You agree that continued use of the Flexcar Program constitutes acceptance of any amended terms and conditions in a revised Agreement, which shall be effective and binding on you upon the effective date indicated in such notice or on such other date as Flexcar may designate in its notice or in the revised Agreement. You may review your total estimated subscription cost before you start your subscription. During your subscription, rates, fees and taxes are subject to change.

Certain provisions of this Agreement may vary based upon the jurisdiction in which you reserve or use a Flexcar vehicle. For example, the third-party liability Flexcar provides may vary based upon the state in which you are utilizing the Flexcar vehicle and certain different or additional fees and policies may apply.

1. Definitions

In this Agreement, the following definitions apply:

- a. "Subscriber" or "you": The person registered as the First Subscriber and, unless specifically indicated otherwise in this Agreement, each Associate Subscriber.
- b. "First Subscriber": The person designated to receive and pay all fees, charges and other costs associated with the Flexcar Program, including application fees, weekly fees, driving charges and other costs or fees as indicated in the Rules and Schedules described below.
- c. "Associate Subscriber": Any approved Subscriber who is authorized by the First Subscriber to use the Flexcar Program under the terms of this Agreement. Additional driving record/insurance verification, application and/or weekly fees may apply for Associate Subscribers. An Associate Subscriber is subject to the same eligibility requirements as the First Subscriber and is subject to all of the terms and conditions of this Agreement.
- d. "Agreement": This Subscriber Agreement and its Schedules, whether made available in print or electronically through Flexcar's website. The Schedules are an integral part of this Agreement.
- e. "Rules": All the rules, guidelines or policies of Flexcar related to a Subscriber's use of the Flexcar Program, whether set forth in this Agreement, appearing elsewhere on Flexcar's websites or otherwise issued from time to time by Flexcar.
- f. "Schedules": All the schedules, rate plans and polices referenced in or incorporated into this Agreement.

2. Basic Terms of Use of the Flexcar Program

2.1 This Agreement is a vehicle subscription agreement for the use and custodianship of one or more vehicles offered by Flexcar but does not in itself confer any right to participate in the Flexcar Program. A Subscriber may only participate in the Flexcar Program, to the extent available, in accordance with the terms of this Agreement and subject to paying all applicable fees and charges. Nothing contained herein shall guarantee Subscriber access, or use, of any vehicle.

2.2 Flexcar is the owner of any item it provides to the Subscriber or puts at the Subscriber's disposal during the term of this Agreement, including specifically and without limitation, all Flexcar vehicles, and any mobile and web-based applications. The Subscriber's use of and rights in relation to any Flexcar vehicle or item provided by Flexcar under this Agreement are limited to those rights of use stated in this Agreement.

3. Eligibility

3.1 To be eligible for participation in the Flexcar Program, in connection with their Flexcar account, the Subscriber must:

- Be at least 21 years of age.

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- Hold a valid U.S. driver's license that has not expired or been suspended or revoked that authorizes the Subscriber to drive in the jurisdictions in which the Subscriber will use Flexcar vehicles;
- Agree that Flexcar may obtain and review the Subscriber's driving history and a credit history and both such histories must meet Flexcar's then current eligibility requirements, which may change from time to time;
- Use and keep on file a valid bank-issued credit or debit card (no pre-paid debit cards) issued in the Subscriber's name;
- Use and keep on file a valid email address; and
- Accurately, truthfully and fully complete the application process with Flexcar and deliver all information and documents requested in the application or otherwise.

3.2 Satisfying the foregoing criteria does not automatically give an applicant the right to become a participant in the Flexcar Program. Acceptance of the applicant's application is subject to approval by Flexcar in its sole discretion and, without limiting the foregoing, participation in the Flexcar Program may be denied based upon other factors determined by Flexcar in its sole discretion. In addition, even if approved for participation in the Flexcar Program, a Subscriber may be restricted from driving certain Flexcar vehicles at Flexcar's sole discretion, for reasons including, but not limited to, the Subscriber's driving or subscription history or Flexcar's service offerings.

4. Fees and Responsibilities of the Subscriber

4.1 The Subscriber agrees to pay Flexcar all applicable application, activation, weekly, mileage and similar fees incurred on the Subscriber's account. Your initial weekly fee will be charged to you within five days of your approval for participation in the Flexcar Program. Certain restrictions apply. If at any time you wish to cancel your Flexcar account, please visit our website or call us at 866-725-2734.

Subscription plans renew every week. Following approval of the Subscriber by Flexcar for a weekly renewing plan, the Subscriber's credit or debit card will be automatically charged every week. All fees are non-refundable.

4.2 The Subscriber is required to pay all fees and costs incurred (including fees and costs incurred by Associate Subscribers) when due, including, without limitation, application fees, weekly fees (which are automatically charged when due), mileage fees, driving charges (including but not limited to mileage overage and surcharge and/or toll fees), sales and other taxes and levies, and other costs and fees as may be detailed in the Rules and Schedules or in this Agreement. Subscribers are billed for amounts due via credit or debit card or other means as established by Flexcar. Any Subscriber account which is past due will be suspended; however, any subscriptions booked in advance shall still be charged to the Subscriber if not

timely cancelled by the Subscriber. If payment of any amount due is rejected by the credit or debit card provided by the Subscriber, Subscriber's use of the Flexcar Program may be suspended. Subscribers are responsible for providing and maintaining current credit card or debit card information on file with Flexcar. Chime debit cards or certain other cards may not be

acceptable methods of payment at checkout or for your weekly renewal charges, however, any such cards are accepted for your final bill which occurs when you return the vehicle. Issues with credit or debit card billings may result in termination of Subscriber's account. Under no circumstances will Flexcar be responsible for any overdraft or other fees charged by a Subscriber's credit card company or bank. For past due accounts, Flexcar may also change when payment is due and/or terminate the Subscriber's account. In addition, Flexcar may utilize third parties to collect amounts owed to Flexcar by a Subscriber and the Subscriber will also be responsible for any collection or similar fees associated with these collection activities.

4.3 Subscribers are responsible for providing and maintaining current email, mobile phone, mailing address and other account information. Telephone calls/texts, email correspondence and social media communications with Flexcar may be recorded or monitored. By using these communication methods, you are consenting to the recording or monitoring of your calls/texts, emails and social media communications.

4.4 By applying for participation in the Flexcar Program, each applicant authorizes Flexcar to obtain his/her driving records from the jurisdiction in which the applicant is licensed. Subscribers who do not have a driver's license from the jurisdiction in which they reside must comply with the licensing requirements of such jurisdiction for driving in that jurisdiction. In addition, Flexcar may at any time require Subscribers to demonstrate compliance with the licensing laws of their jurisdiction of residence and/or impose further policies regarding the obligation to be licensed in their jurisdiction of residence. Flexcar reserves the right to request additional information, such as a copy of a passport or proof of address at any time. Because driving a Flexcar vehicle requires maintaining a good driving record, Flexcar may, from time to time, check Subscribers' driving records and reserves the right, at its sole discretion, to suspend or terminate the account of any Subscriber who does not meet Flexcar's eligibility requirements. If the Subscriber's license is suspended or revoked or becomes invalid, if the Subscriber has any further endorsements or accidents on their driving record or if the Subscriber is convicted of or receives a citation for driving under the influence of alcohol or drugs, dangerous or reckless driving or exceeding the relevant speed limit, the Subscriber agrees to report such suspension, revocation, changes, conviction or citation to Flexcar promptly and acknowledges and agrees this may indicate non-compliance with this Agreement by the Subscriber and may lead to account suspension or closure by Flexcar. Failure to notify Flexcar of any such events may lead to the Subscriber not being covered by Flexcar's liability protection when driving a Flexcar vehicle and/or termination of Subscriber's account.

4.5 Fees and rates may include the following:

- a. **One-Time Activation Fee:** If we approve your subscription, your credit or debit card or bank account may be automatically charged a one-time non-refundable activation fee at the time of your first vehicle delivery;
- b. **Deposit:** We may require the payment of a deposit upon sign-up, in an amount specified during the check-out process, in order to participate in the Flexcar program. In connection with your Flexcar subscription, we may use your deposit to pay certain amounts owed to us. Please note the deposit amount does not limit in any way the total amount you may owe to us. Provided you have complied with all Flexcar policies and procedures, any portion of the deposit not applied to amounts owed by you will be returned after termination of your subscription once we have determined that there will not be any further amounts due from you;
- c. **Weekly Fee:** If we approve your subscription, your credit or debit card or bank account will be automatically charged the first of the weekly payment for your vehicle subscription within five days of your approval. Following this initial weekly subscription period, subscription periods under this Agreement will be for sequential week-to-week periods, billed in advance on the same day of each week. Unless and until you cancel your service with us in accordance with the procedures set forth in this Agreement, this Agreement will automatically renew for an additional weekly term, in which case we will then promptly charge your account automatically for the next week's weekly fee. The current weekly fees for our different tiers of vehicles can be found in the [FAQ's](#);
- d. **Mileage Fee:** You will be billed weekly in arrears for the miles used during your subscription at the rate specified in our Support Center [here](#).
- e. **Refueling Fee:** Upon the return of a vehicle, your vehicle must be returned with a full fuel tank. If your vehicle is returned with a lower level of fuel, a fee may be charged to your account;
- f. **Road Toll Fee:** Any toll charges incurred during your possession of the vehicle will be charged to your account and an additional processing fee may apply;
- g. **Smoking or Cleaning Fee:** Smoking is not permitted in our vehicles under any circumstances. This includes smoking devices of any kind, including electronic cigarettes, pipes, or any other smoking apparatus. If, upon the return of a vehicle, we determine that someone has been smoking in the vehicle while the vehicle was in your possession, or that it needs a deep cleaning, you will be charged a \$250 cleaning fee;
- h. **General Fee:** For any violation of this Agreement, you may be charged a general fee of up to \$150 per violation. In addition, you may be charged for any internal or external costs incurred by Flexcar (including all repair and recovery costs, loss of use costs, legal fees, including, without limitation, attorneys' fees) (a) anytime a visit to the vehicle is required as a result of a violation of this Agreement or otherwise as the result of your actions or (b) for any other failure by you to comply with any provision of the Agreement, other than for which a specific fee or charge is specifically provided in the Agreement. Without limiting the generality of the foregoing, you will be charged a fee for any oversight, omission, or negligence on your part that inconveniences Flexcar or other subscribers, such as

returning a vehicle with less than a full tank of gas, returning a vehicle in a condition that requires additional cleaning, failing to return or losing the keys to a vehicle, failing to turn off a vehicle's headlights, failing to plug in an electric-powered vehicle at the end of reservation, causing or permitting damage to a vehicle which requires repair or cleaning of

such vehicle (internal or external), returning a vehicle to the wrong place or leaving the car in a restricted parking zone, not paying a parking ticket, failing to advise Flexcar immediately of any theft, vandalism or damage relating to the vehicle, etc. Subscribers charged for such costs shall be entitled to an itemized list of estimated or actual charges, as applicable, upon request. Subscribers may be charged for estimated costs pending final repair.

- i. You are responsible for all reasonable costs arising from one of our vehicles being (i) returned or left at any location other than the location that we specify for your authorized return or exchange of the vehicle or (ii) seized by a governmental authority, if the seizure arises from your or an Associate Subscriber's conduct. These costs include (without limitation) parking charges, parking citations, towing, storage and impound fees. You are liable for all attorneys' fees incurred in recovering our vehicle, including from a governmental authority. You are liable for all parking or traffic violation fines incurred during your or an Associate Subscriber's use of the applicable vehicle, and you authorize us to charge your credit card for such fines as well as an administration fee of \$30 or more for each such fine.
- j. Additional fees and charges may apply for drivers under the age of 25 or for adding one or more Associate Subscribers to your account.

5. Rules for Vehicle Use

5.1 Subscribers are required to take careful note of, and abide by, the Rules set forth in this Section. All applicants for participation in the Flexcar Program should read and understand these Rules before they apply and before they pay any applicable application and/or weekly fees. By becoming a Subscriber or continuing to be a Subscriber, you are deemed to have accepted and agreed to abide by all of the following Rules and these Rules shall also be deemed to apply to all Associate Subscribers.

5.2 Persons Permitted to Use Vehicles. Only properly licensed active Flexcar Subscribers in good standing or those Associate Subscribers who have been approved through the additional driver authorization process are allowed to drive Flexcar vehicles. Non-Subscribers are expressly prohibited from driving a Flexcar vehicle at any time.

5.3 Prohibited Uses. Unless otherwise approved by Flexcar, the use of a Flexcar vehicle under the following conditions is prohibited:

- a. any driving test or similar classes;

- d. any speed race or competition;
- c. for the purpose of towing, pushing, or propelling any trailer or any other vehicle;
- d. for the primary business purpose of transporting people, delivering goods or operating a taxi or delivery service;

- e. by any person who is under the influence of (i) alcohol or (ii) any drug or medication under the effects of which the operation of a vehicle is prohibited or not recommended;
- f. in the carrying out of any crime or for any other illegal activity or purpose;
- g. in an imprudent, negligent, or abusive manner or any other abnormal use of a vehicle;
- h. by any person who has provided Flexcar with false information or whose representations are determined to be false (including, without limitation, regarding his/her name, age, or address);
- i. driving a Flexcar vehicle from the US into Mexico or any use of a Flexcar vehicle in Mexico;
- j. carrying a number of passengers that exceeds the designed seating capacity of the vehicle or baggage or other items that would cause the vehicle to be overloaded;
- k. carrying or transporting any hazardous, toxic, flammable, dangerous or illegal materials;
- l. driving while using a mobile communication device that may distract you from driving, including driving while texting, emailing, using a cell phone without a hands-free device or otherwise engaging in similar activities that may be prohibited by applicable law; or
- m. use of snow or tire chains.

The foregoing examples are not intended to be exhaustive. Any unreasonable or inappropriate use of a Flexcar vehicle, as determined by Flexcar in its sole discretion, may be deemed a violation of these Rules. Without limiting the foregoing, Subscribers must always use Flexcar vehicles in accordance with all highway and other applicable laws and regulations. Flexcar may report to the authorities any use of a Flexcar vehicle or other activities that are in violation of law.

Flexcar may immediately suspend or terminate the use of its service by any Subscriber for a violation of any of these Rules. Upon suspension or termination, any existing subscriptions for the Subscriber or Associate Subscribers (as the case may be) may be canceled by Flexcar at its sole discretion. In addition, Subscribers will be responsible for any and all costs, charges, fees and expenses incurred by Flexcar as a result of a breach of any of these Rules.

5.4 Reserving Flexcar Vehicles. Subject to availability, Subscribers must always reserve a Flexcar vehicle in advance of use and will typically be billed for usage fees at the time of booking your subscription. The minimum period for which a Flexcar vehicle may be reserved is one week. If you wish to cancel a subscription or shorten the period for which a vehicle has been reserved, you must do so at least 24 hours before the scheduled start of the subscription. If you cancel or shorten a subscription outside of the applicable window, you may be subject to certain change or cancellation fees. If you wish to extend a subscription, you may do so only if (i) the vehicle is available for use for the extension period (for example, it is not reserved by

another Subscriber), (ii) the request to extend is completed prior to the scheduled expiration time of your existing subscription and (iii) you have sufficient credit/funds available on the credit/debit card used to make the subscription to pay for the extension.

5.5 Vehicle Pick-up and Return/Vehicle Condition/Stolen Vehicles/Belongings and Lost Property.

You must pick up the selected vehicle at one of the designated Flexcar vehicle pick-up locations and return it clean and in good working order, to the correct and designated Flexcar vehicle pick-up location by no later than the end time of your subscription. Prior to taking possession of a vehicle, you must (i) conduct an exterior walk-around and an interior look-over of the vehicle and report your findings to Flexcar; (ii) submit a photo of your driver's license; and (iii) submit a "selfie" photo of your face. Before driving the vehicle, you must advise Flexcar of any damage or abnormality encountered on the vehicle or in the operation of the vehicle. Without limiting the foregoing, you should report to Flexcar any warning lights that stay on after the ignition is engaged, any indication of leaking fluids near the vehicle, any cracks or chips in the windshield, missing or inoperable signal or driving lighting, broken or missing rear-view mirrors, or any other condition that may render the vehicle unsafe to operate. If Flexcar is not notified of a problem at the start of a subscription, you will be deemed to be responsible for any problem with the vehicle discovered or reported after your subscription begins, including, without limitation, damage to the vehicle, lack of cleanliness or low fuel. You may be charged a damage fee, a cleaning fee, low fuel fee or other applicable fees, and Flexcar may suspend, or may even terminate, your account. The key, key fob or other starting device to the vehicle must be returned to its designated position within the vehicle at the conclusion of the subscription. The vehicle must be locked at all times when it is not in use during your subscription. You must advise Flexcar immediately if you fail to leave the key/fob/starting device in the vehicle. You will be charged additional fees for the vehicle until the key/fob/starting device is returned and you will remain responsible for the vehicle during such period. Subscribers are responsible for all charges and costs incurred related to the Flexcar vehicle for the entire period of the subscription and until the vehicle is returned to its designated location. Flexcar vehicles must be returned no later than the end time of the subscription. The Subscriber will be billed for the full amount of the subscription time period, even if the vehicle is returned early. Should a vehicle be returned late, the Subscriber may be responsible for late fees. Stolen vehicles must be immediately reported. Subscribers must check that they have not left any belongings in the Flexcar vehicle when they return the vehicle. Flexcar shall not be held liable for any belongings left in a vehicle or stolen from a vehicle, and the Subscriber agrees not to hold Flexcar responsible for any such belongings, whether of the Subscriber or any third party.

5.6 Refueling. When you use a Flexcar vehicle, you are responsible for the cost of fuel. While a vehicle remains in your possession, you will purchase your own gas. We will provide each vehicle with a full tank of gas. At the conclusion of your subscription, you must return the Flexcar vehicle with a full fuel tank. If the vehicle's fuel tank is not full at the time the vehicle is returned, a fee may apply. ***Subscribers must ensure that they use the correct fuel when***

returned, a fee may apply. ***Subscribers must ensure that they use the correct fuel when refueling the vehicle (gasoline or diesel). Fuel decontamination costs and any other damage or costs (including roadside assistance or recovery) arising from the use of the incorrect fuel are not covered by Flexcar's insurance.***

5.7 Maintenance/Cleanliness. Flexcar will perform all necessary and required routine maintenance on all of its vehicles. However, Subscribers are responsible for the cleanliness of vehicles and we expect Subscribers to assist in helping us to maintain the driving safety and performance of the vehicle when the vehicle indicates that service or maintenance is required, by calling 866-725-2734. Atypical noises or driving feel, including but not limited to warning lamps, indicators, inappropriate or strange engine or other mechanical sounds, performance changes or unusual driving feel, must be reported to Flexcar as soon as noted. Failure to report such irregularities during the use of a Flexcar vehicle may result in the Subscriber's immediate suspension or termination of account as well as the Subscriber being responsible for any damages resulting from the continued use of the vehicle despite such irregularities. Such damages are not covered by Flexcar's insurance. Vehicles may require Roadside Assistance from time to time. Flexcar provides Roadside Assistance support as part of our service, and Subscribers are typically required to stay with the vehicle. If, however, a Subscriber's need for Roadside Assistance results from a breach of this Agreement, abandonment of the vehicle or a violation of Flexcar Rules, the Subscriber may be charged for the costs of the service.

5.8 Breakdown or Incidents. All breakdowns, accidents or similar incidents involving Flexcar vehicles must be reported to Flexcar immediately by phone to 866-725-2734.

- a. *Breakdown and Roadside Assistance.* When using a vehicle, you must follow the owner manual's instructions. If a problem arises that prevents or limits the use of the vehicle or that may compromise safety, you must immediately notify Flexcar and follow Flexcar's instructions. In some instances, Subscribers may be required to pay for towing, repairs, and other expenses, if authorized by a Flexcar Representative. In any case, Subscribers may be responsible for additional fees if they abandon a vehicle without Flexcar authorization.
- b. *Jump start.* If you perform a jump start to the Flexcar vehicle, you must inform Flexcar immediately. You are fully responsible for any damage that may result from the improper use of jumper cables or other tools. It is strictly forbidden to provide a jump start from a Flexcar vehicle to a non-Flexcar vehicle.
- c. *Incidents.* In case of an incident involving property damage or any third party, the Subscriber must fill out an official police report form, and, if possible, provide a jointly agreed-upon statement, complete Flexcar's incident report form, and obtain the following information:
 - i. Date, time, and place of incident;
 - ii. The license plate numbers of any other vehicles involved, their make and year, their vehicle identification number (VIN or serial number) and the insurance certificate's

- VEHICLE IDENTIFICATION NUMBER (VIN OR SERIAL NUMBER), and the insurance certificate's number (with name, address and phone number of the insurance agent);
- iii. The names, addresses, and driver's license numbers of the persons involved in the incident;
 - iv. The name, address, and driver's license number of the owner of the car (if he or she is not the driver);
 - v. The name, addresses, and phone number of witnesses, passengers, and any other involved persons;
 - vi. Circumstances of the incident; and
 - vii. A police report is required regardless of liability or fault.
- d. *Investigation and procedure.* Subscribers must provide to Flexcar and any other claims adjustment service the findings of any report or any notice relating to a claim or a lawsuit against Flexcar regarding any incident involving a Flexcar vehicle. Subscribers agree to cooperate fully and promptly with Flexcar in the investigation and defense of any such claim or lawsuit. A Subscriber's account will be suspended until the investigation has been concluded.
- e. The Subscriber shall be responsible for the costs related to the repair, recovery, and loss of use of any Flexcar vehicle and all third party injuries and property damages resulting from any of the foregoing to the extent the insurance described herein does not cover such damages. Estimates for any costs will be available to the Subscriber for review and costs may be assessed in advance of repair. Please note that a Subscriber may be responsible for all applicable damages and costs arising from the Subscriber's failure to comply with the terms of this Agreement.

5.9 Traffic Violations. You are responsible for any traffic violations incurred during your subscription or as a result of your use of a Flexcar vehicle. These include, but are not limited to parking, speeding, red light, photo enforcement, and toll violations. You are liable for all penalties/fees from any such violation, including fines for late payment and any processing penalties/fees added by the issuing municipality. There are no parking privileges included in your subscription. Parking in Zipcar parking spaces is prohibited. You are liable for payment of all tolls and any fines for toll evasion. Wherever possible it is the Subscriber's responsibility to pay the relevant authorities directly. Flexcar may impose a fee of \$30 or more in connection with processing any such violations. You must report such violations to a Flexcar Representative as soon as possible within the prescribed deadline for the violation (for example, if the case is being taken to court). All unreported traffic violations will be the responsibility of a Subscriber if they occur during the time period during which such Subscriber is using or responsible for the Flexcar vehicle. Where a violation, incurred during the Subscriber's subscription period or after it as a result of failure to adhere to driving, vehicle, traffic or parking regulations, is sent directly to Flexcar, you agree that Flexcar will pay the penalty/fee on behalf of the Subscriber and add the penalty/fee to the Subscriber's account

penalty/fee on behalf of the subscriber and add the penalty/fee to the subscriber's account.

Flexcar may transfer liability for the penalty/fee to the Subscriber in which case the Subscriber would be wholly responsible for all correspondence with the appropriate authority and any penalties/fees due. Any right to contest, appeal, or transfer liability, on any driving, vehicle, traffic or parking charge issued by any authority or body belongs to Flexcar and will be at

Flexcar's absolute discretion. In the case of speeding notices, Flexcar may pass on the offending Subscriber's details to the police or other authorities.

5.10 Smoking and Pets. Smoking of any kind is absolutely prohibited in Flexcar vehicles. Subscribers are subject to fees if evidence of smoking is found in Flexcar vehicles. Pets are permitted although Subscribers are subject to fees if evidence of damage due to pets is found in Flexcar vehicles or if the vehicle requires a deep cleaning upon return of the vehicle.

5.11 Right to Swap Vehicles. Subscribers shall have the right at the conclusion of a weekly subscription period, to swap their current vehicle for a different type of vehicle in the same tier, subject to availability. Your vehicle swap requests will be processed per vehicle category. A swap fee may apply; see our Support Center for more information [here](#). You are not guaranteed any particular make or model at any time. If you wish to swap your current vehicle for a vehicle in a different tier, you must terminate your current subscription and begin a new subscription for the different vehicle. Please contact Flexcar to arrange for a swap.

5.12 Right to Access Vehicles. Flexcar shall have the right to access the vehicle in your possession at any time to inspect its condition or to perform maintenance. Flexcar shall have the right to require you to immediately swap the vehicle in your possession at any time for an equivalent or better vehicle if (i) the subscription period extends beyond three months; (ii) Flexcar determines your current vehicle needs maintenance or is subject to a recall; (iii) Subscriber encounters difficulties with the operation or performance of the vehicle; or (iv) Flexcar wishes to replace it with another vehicle. Subscriber shall be required to check in with Flexcar monthly either through its website or by calling 866-725-2734 so that Flexcar can assess the condition of the vehicle and any potential maintenance requirements. Subscribers must also immediately return the vehicle upon termination of Subscriber's subscription for any reason, or if Flexcar, in its sole discretion, otherwise determines return of the vehicle is necessary.

5.13 Right to Repossess Vehicles. Flexcar can repossess the vehicle at any time in its sole discretion for reasons that include, but are not limited to, the following: the vehicle is found illegally parked, being used to violate the law or the terms of this Agreement, or appears to be abandoned, or you have not made at least two consecutive weekly payments. You agree that Flexcar needs not notify you in advance and that Flexcar may take any actions reasonably necessary to obtain possession of the vehicle, including remotely disabling the engine, remotely locking the doors, tracking the location of the car through GPS tracking devices and utilizing for Flexcar's benefit any other devices connected to the vehicle or affecting the vehicle's operation. If the vehicle is repossessed, you will be charged an administrative fee of \$400 and you also agree to pay or reimburse Flexcar for the actual and reasonable costs incurred by Flexcar

agree to pay or reimburse Flexcar for the actual and reasonable costs incurred by Flexcar relating to repossessing the vehicle, including but not limited to, charges for cleaning, damages, or new keys. You agree that such costs may first be deducted from your Deposit and then any remaining costs will be charged to the credit or debit card or account you have on file with Flexcar. In addition, Flexcar may utilize third parties to collect amounts owed to Flexcar by a

Subscriber and the Subscriber will also be responsible for any collection or similar fees associated with these collection activities.

5.14 Connected Car Data.

Equipment. Certain cars contain devices that monitor the car's condition, performance and operation, track fuel consumption, distance travelled, location and other information (the "Connected Car Data"), and may transmit such Connected Car Data to us, our third party providers and/or the car manufacturer. Some or all of these communications are turned on all the time, even when other services or other media in the car are turned off. We cannot guarantee that a car without these features will be available at your time of rental.

These devices may have been installed by us, on our behalf, or by the car manufacturer. If the devices are installed by the car manufacturer, the car manufacturer will process the Connected Car Data in accordance with its privacy notice. We do not provide the car manufacturer with your personal information (PI), unless authorized by you, necessary in connection with the provision of services provided through such car manufacturer, or required by law. We may enter into agreements with car manufacturers to receive some or all of the Connected Car Data collected by these devices. We may use a third party to process the Connected Car Data on our behalf. We do not provide the third party processor with your personal information (PI), unless authorized by you, necessary in connection with the provision of services provided through such third party, or required by law.

Uses. If equipped and where permitted by law, we use these devices and the Connected Car Data for some or all of these purposes: (i) to provide certain aspects of our services to you e.g. remote lock/unlock, remote disable engine/cancel ignition, and automatically transmit vehicle data such as location, odometer, fuel level and other data during the subscription; (ii) to manage your subscription, e.g. start your subscription or swap your car; (iii) to enable us to better understand how our cars are being used; (iv) to optimize our operations; (v) to assist in the handling of any liability or property damage claims; (vi) to provide roadside assistance services; (vii) to assist in the recovery of cars which are overdue, lost or reported stolen, or suspected of being lost or stolen; (viii) to develop new products and services and enhance our existing products and services; (ix) to respond to requests from law enforcement and/or regulatory authorities; (x) as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services, (xi) to protect the rights and/or property of Flexcar or third parties; (xii) when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or in other circumstances in which we reasonably believe our cars are being or have been used in violation of law or otherwise in the commission of a crime; and (xiii) to comply with law

of a crime, and (iii) to comply with law.

6. Damages; Damage Fee.

6.1 A Subscriber is financially responsible for any and all damages that occur to a Flexcar vehicle while in the Subscriber's possession or control (including the entire time the vehicle is reserved under the Subscriber's account) to the extent the insurance described herein does not cover such damages, even if damage is weather-related, caused by a third party or arises from similar causes, and is responsible for the full value of any damages or injuries caused to third parties or their property. Such damages include, without limitation, the repair costs (estimated or actual) for the Flexcar vehicle and third party property, injuries to third parties, costs associated with the related recovery or transportation of Flexcar vehicles, and the loss of use of Flexcar vehicles or third party property.

Damage Fee: If a Subscriber is in compliance with all of the terms and conditions of this Agreement, including providing all reasonable assistance to Flexcar in the event of any incident, the Subscriber's financial responsibility will be limited to the first \$500 of damage to the Flexcar vehicle per incident, the ("Damage Fee"). Subscribers will be responsible for up to the full amount of the Damage Fee for actual, estimated or projected expenses, whether or not an actual claim is made or processed.

Flexcar provides third party liability coverage as described below. If, however, a Subscriber fails to abide by the terms and conditions of this Agreement, including providing all reasonable assistance to Flexcar in the event of any incident, the third party liability coverage Flexcar provides may not apply, which may make the Subscriber responsible for the full cost of any accident or incident and any damage arising from such accident or incident. For example, a Subscriber who has violated this Agreement will be responsible for all damage and costs incurred as a result of an incident during a subscription under the Subscriber's account.

For subscriptions originating in New York State: In the event a Flexcar vehicle reserved from a location in New York State is damaged while it is reserved under the Subscriber's account, Flexcar will provide the Subscriber with an incident report form, an estimate of the cost for repairing the vehicle, and the damage fee the Subscriber is obligated to pay, if it is proven that the vehicle was damaged while it was reserved under the Subscriber's account, pursuant to the terms of this Agreement. A Subscriber is obligated to truthfully and timely complete the incident report form, or Flexcar will have the right to terminate Subscriber's account. The Subscriber has the right to contest any damage that Flexcar determines may have occurred while the Flexcar vehicle was reserved under the Subscriber's account.

7. Third Party Liability

7.1 If you are in good standing and are authorized to operate one of our vehicles under this Agreement, subject to you fulfilling your obligations under this Agreement, you will obtain insurance coverage (both third party and our self-insurance) through the Flexcar Program to cover certain damages incurred in an accident ("Flexcar Insurance"). The Flexcar Insurance

cover certain damages incurred in an accident (Flexcar Insurance). The Flexcar Insurance provides third party bodily injury coverage in the amount of up to \$25,000 per person and up to \$50,000 per accident, and property damage coverage in the amount of up to \$25,000. If a higher level of coverage is mandated by law in the jurisdiction where the accident occurs, then the limits of such protection will be the minimum financial responsibility limits required by law in such jurisdiction. Your personal property is not covered by the Flexcar Insurance. You will be responsible for any and all damage to any of our vehicles that is not covered by your insurance coverage.

7.2 IF YOU VIOLATE ANY OF THE TERMS IN THIS AGREEMENT, COVERAGE CAN BE DENIED. NO COVERAGE IS PROVIDED FOR ANY USE OF OUR VEHICLES BY ANYONE OTHER THAN THE AUTHORIZED DRIVERS ON YOUR ACCOUNT. THIS MEANS THAT ONLY YOU AND ANY ASSOCIATE SUBSCRIBERS UNDER THIS AGREEMENT ARE COVERED BY THE INSURANCE PROVIDED BY FLEXCAR.

7.3 You agree that Flexcar can provide coverage under a certificate of self-insurance or an insurance policy, as we choose. In any case, a copy of the policy and/or certificate will be available for your inspection at the main office of our parent company. You understand that unless required by applicable law, Flexcar will not provide (a) coverage for fines, penalties, punitive or exemplary damages; (b) coverage for bodily injury to you, or your death while not a driver, or any member of your family or the driver's family members related by blood, marriage or adoption residing with you or them; or the driver's family, or to a fellow employee arising out of or in the course of employment; (c) defense against any claim after the applicable limits of protection that we furnish are tendered (d) supplementary no fault, noncompulsory uninsured or under-insured motorist coverage, and any other optional or rejectable coverage, and you and Flexcar reject all such coverages to the extent permitted by law. Where any of these coverages are required or implied by law, the limits shall be the minimum required under applicable statute.

7.4 Where permitted by law, you are rejecting uninsured or underinsured motorist and all optional automobile insurance coverages and under any policy of insurance or certificate of self-insurance in connection with this Agreement, for you and all other passengers in the car, and each Subscriber agrees that Flexcar is hereby authorized to sign any forms or acknowledgements on behalf of each Subscriber rejecting such coverage. You understand that uninsured and underinsured motorist coverage protects you and other passengers in a car for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance or has insufficient insurance to pay for losses and damages. There is no coverage in Mexico, and the car may not be taken into Mexico under any circumstances.

7.5 Where required by law, we provide Personal Injury Protection (PIP), or "no-fault" coverage, to the minimum level required by the jurisdiction in which the accident occurs, for injuries you may suffer in an accident. Subscribers may also use their own health care coverage in case of injury and any personal injury coverage that the Subscriber has available will be primary over any PIP or no-fault coverage Flexcar may provide where allowed by law. If any such protection described

of no fault coverage Flexcar may provide where allowed by law. If any such protection described above is imposed by operation of law, then the limits of such protection will be the minimum required for protection by the law of the jurisdiction in which the accident occurs. No coverage is provided for any use of a Flexcar vehicle by any unauthorized driver as defined by the terms of this Agreement; provided, however, if such coverage is mandated by law, then the limits of such protection will be the minimum financial responsibility limits required by law in the jurisdiction where the accident occurs. The third party liability provided by Flexcar does not relieve Subscribers of their obligations with respect to the Damage Fee described in Section 5 of this Agreement.

7.6 For clarification, any third-party liability coverage provided under this Agreement only applies when a Subscriber is in compliance with the terms and conditions of this Agreement, including providing all reasonable assistance promptly to Flexcar in the event of any incident.

8. Membership Plans

From time to time, we may offer membership plans for which you can sign up. A membership plan is for a period of one year unless otherwise specified. Your plan will automatically renew if you have an active vehicle order at the end of your membership period. If you do not want your membership to automatically renew, you may cancel it through your Flexcar account page. The membership cannot be paused or pro-rated.

As part of your membership plan, you agree that in order to improve the Flexcar experience, we may, at our discretion, add or change some of the benefits of a membership plan over time, and any such additions or changes will be effective immediately unless otherwise specified. See [here](#) for current membership plan benefits.

9. Term and Termination

9.1 This Agreement shall commence upon the acceptance by Flexcar of the Subscriber's completed subscription application and the payment by the Subscriber of any applicable fees. The term of this Agreement shall auto-renew and continue until such time as the subscription is canceled in accordance with this Section. A Subscriber may terminate a subscription at any time through Flexcar's website or by calling us at 866-725-2734 and such termination shall be effective at the conclusion of such subscription's current weekly term. No weekly, application, or similar fee will be refunded in the event of termination by the Subscriber, except as specifically provided in this Agreement. In addition to the termination provisions set forth in Section 9.2 below, Flexcar may terminate this Agreement at any time upon no less than fourteen (14) days' notice to the Subscriber, in which event Flexcar will, if applicable, refund a prorated portion of the Subscriber's weekly fee. With respect to any termination or cancellation of this Agreement, the Subscriber shall remain responsible for any fees, costs or expenses incurred prior to termination of this Agreement.

9.2 Flexcar may also, upon notice to the Subscriber or any Associate Subscriber, immediately

terminate this Agreement if the Subscriber or any Associate Subscriber (a) fails to pay any sum due under this Agreement, (b) fails to comply with any term or condition specified in the Agreement or any Rules, (c) is involved in an incident with a Flexcar vehicle that, in Flexcar's reasonable sole discretion, renders the Subscriber or Associate Subscriber ineligible or inappropriate for continued participation in the Flexcar Program, (d) engages in any activities or conduct that Flexcar, in its reasonable sole discretion, determines to be inappropriate, negligent, offensive, abusive or otherwise unacceptable; or (e) is not paying the Subscriber's debts as such debts generally become due, becomes insolvent, files or has filed against the Subscriber a petition (or other document) under any bankruptcy or insolvency law or similar law that is unresolved within sixty (60) days of the filing of such petition (or document), proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes a general assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession of any of the Subscriber's property or business. No subscription or other fees will be refunded in the event of termination pursuant to this Section 9.2.

9.3 Upon termination, all of the Subscriber's and Associate Subscriber's rights to use Flexcar's services and vehicles shall immediately terminate. The Subscriber agrees to return immediately to Flexcar any vehicle or any other property of Flexcar that the Subscriber has in the Subscriber's possession. Additionally, the Subscriber shall be responsible for and agrees to pay any legal fees, court costs or expenses associated with enforcing the terms of this Agreement, whether upon termination or otherwise (including, without limitation, any costs relating to recovering any of the foregoing property or any amounts due and owing to Flexcar).

10. Limitations of Liability

10.1 UNDER NO CIRCUMSTANCES WILL FLEXCAR BE LIABLE TO ANY SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT, REVENUE, GOODWILL, BUSINESS OPPORTUNITY OR ANTICIPATED SAVINGS, ARISING FROM OR RELATED TO THIS AGREEMENT OR USE OF THE FLEXCAR PROGRAM.

10.2 Without limiting the foregoing, Flexcar shall have no liability for any loss of, or damage to, any goods in or on the vehicle or in or on any third party vehicle, any loss, damage, injury or death in relation to any Subscriber or any third party arising from the use of a Flexcar vehicle, loss or damage incurred by the Subscriber as a result of any claims made by a third party, or loss or damage incurred by the Subscriber arising from or in relation to either (i) the subscription, non-availability, supply, operation or use of a Flexcar vehicle or (ii) any vehicle accessories, whether supplied by Flexcar or by a Subscriber (for example, luggage racks, bicycle racks, baby seats and the like; the Subscriber is responsible for the safe installation of such accessories and must check the condition of such accessories before each use), unless in each case such loss or damage is incurred due to our negligence or failure to carry out our responsibility.

11. Dispute Resolution by Binding Arbitration and Class Action Waiver

11.1 Pre-Dispute Resolution Procedure. For the purposes of this Section 11, “Flexcar Party” or “Flexcar Parties” shall mean Flexcar and Flexcar’s service providers and licensors, and their respective officers, directors, employees, contractors and agents when providing services for on behalf of Flexcar. Before asserting a claim in any proceeding (including in an individual arbitration or in a small claims proceeding), you and the applicable Flexcar Party agree that each of you shall give the other party written notice of the claim to be asserted 30 days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you are intending to assert a claim against a Flexcar Party, you must send the written notice of the claim to Zipcar Legal Dept, 35 Thomson Place, Boston, MA 02110. If Flexcar is intending to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED IN THIS PRE-DISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF).

11.2 Agreement to Arbitrate. Except as otherwise provided in section 11.8 of this dispute resolution provision, in the event of a dispute that cannot be resolved informally through the pre-dispute resolution procedure, **you and the Flexcar Parties agree to arbitrate all disputes and claims arising under or relating to any of these Terms, Flexcar’s vehicles, Flexcar’s services, or any other transaction involving you and Flexcar, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis.** the interpretation and scope of this provision, and the arbitrability of the dispute or claim, are for the arbitrator to decide.

11.3 What is Arbitration. Arbitration is more informal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Under this dispute resolution provision, arbitrators can award the same individual relief affecting individual parties that a court can award, including damages and an award of attorneys' fees, if the applicable law allows. BY AGREEING TO RESOLVE DISPUTES THROUGH ARBITRATION, YOU AND FLEXCAR AGREE TO EACH UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY OR COURT.

11.4 Class Action Waiver. **YOU AND THE FLEXCAR PARTIES AGREE THAT ANY CLAIMS BROUGHT BY YOU OR THE FLEXCAR PARTIES WILL BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND WILL NOT BE BROUGHT AS A CLASS, REPRESENTATIVE, COLLECTIVE OR PRIVATE ATTORNEY GENERAL ACTION.** The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a class, representative, or private attorney general proceeding. You and the Flexcar Parties agree to seek only such relief—whether in the form of damages, an injunction, or other non-monetary

relief—as is necessary to resolve any individual injury that either you or Flexcar have suffered or may suffer. In particular, if either you or a Flexcar Party seek non-monetary relief, such relief must be individualized and may not affect individuals or entities other than you or the applicable Flexcar Party. This requirement that claims be brought in binding arbitration only in

an individual capacity and not as a representative, private attorney general, or class Subscriber ("Class Action Waiver") is non-severable. If the Class Action Waiver is found to be unenforceable, then the entirety of this dispute resolution provision shall be null and void.

11.5 Applicable Law and Rules. The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial disputes from the American Arbitration Association ("AAA"). As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's rules for commercial arbitration and, if the arbitrator deems them applicable, the procedures for consumer-related disputes. For more information on AAA, its rules and procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

11.6 Hearings and Decisions. If you are an individual, arbitrations will proceed at a location that the arbitrator selects in the county of your primary residence unless you and the applicable Flexcar Party agree otherwise. If you are not an individual person (but are instead, for instance, a partnership, corporation, or other form of entity or non-natural person) (hereafter "Entity Subscriber"), arbitrations shall proceed at a location that the arbitrator selects unless you and the applicable Flexcar Party agree otherwise.

Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and may be enforced in any court of competent jurisdiction. Further, an arbitrator's award and any judgment confirming it shall apply only to that specific case and cannot be used in any other case except to enforce the award itself.

11.7 Fees and Costs. If you are an individual (and not an Entity Subscriber), in the event that (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, the applicable Flexcar Parties will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. Flexcar also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration. However, the Flexcar Parties will not pay your share of the arbitration fees if the arbitrator finds that either your claim or the relief sought is frivolous or brought for an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11(b).

11.8 Small Claims, Personal Injury Claims and Vehicle Damage or Loss Claims. The following disputes and claims are exempt from Sections 11.1-11.7: (a) unresolved disputes and claims that are filed in a small claims court; (b) disputes and claims regarding personal injury and/or damage to or loss of a vehicle related to your Flexcar subscription; and (c) if you are an Entity Subscriber, disputes over the validity of any party's intellectual property rights.

11.9 Conflicts. In the event of any conflict between this dispute resolution provision and any other dispute resolution provision in any other agreement between you and Flexcar, the dispute resolution provision in this Agreement shall govern.

11.10 Modification of this Provision. Notwithstanding any provision in this Agreement to the contrary, we agree that if Flexcar makes any material change to this arbitration provision, including the deletion of this provision, that change will not apply to any dispute that you had already provided Flexcar notice of in writing.

11.11 Third Party Beneficiaries. Without limitation of any of the foregoing, you acknowledge and agree that with respect to the dispute resolution provisions in this Section 11, each applicable Flexcar Party shall be deemed to be an intended third party beneficiary of this Section 11, with authority to enforce this Section 11.

12. Miscellaneous Provisions

12.1 By applying for participation in the Flexcar Program and becoming a Flexcar Subscriber, the Subscriber represents and warrants to Flexcar that the Subscriber has received all explanations as the Subscriber may have reasonably requested concerning the content of this Agreement, including all Schedules, and that the Subscriber has carefully reviewed and understands the Subscriber's commitments and obligations hereunder. The Subscriber also represents that the Subscriber has reviewed and understands the Flexcar Privacy Notice and acknowledges [found here](#) that any information shared by, or collected from or about, the Subscriber may be used by Flexcar in accordance with the terms of the Privacy Notice as it may be amended from time to time.

12.2 To the fullest extent permitted by applicable law, this Agreement and any notices or other communications (including, without limitation, by e-mail) regarding access to and/or use of the Flexcar program may be provided to Subscriber electronically, and Subscriber hereby agrees to receive electronic communications from Flexcar in an electronic form. Electronic communications may, and will, be delivered to the email address that Subscriber provided to Flexcar in their application. Subscriber expressly agrees that any notice or other communications required under this Agreement may be given in email form. In addition, Subscriber expressly agrees that it is Subscriber's sole responsibility to keep Subscriber's email address current and accurate by providing Flexcar with written notice of any changes to the same, and that Flexcar may reasonably assume that any communications sent to the email address provided will be received by Subscriber. Subscriber's consent to receive communications electronically is valid until Subscriber revokes their consent.

12.3 The rights granted to the Subscriber or Associate Subscribers under this Agreement are not assignable or transferable, in whole or in part. Any attempt to transfer this Agreement without the written consent of Flexcar shall be void and of no force and effect. Flexcar may

assign this Agreement to an affiliate or to another entity in connection with a corporate transaction or otherwise.

12.4 No delay or omission by Flexcar to exercise any right or power occurring upon any noncompliance or default by the Subscriber with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. Any waiver by Flexcar of any covenant, condition, or agreement to be performed by the Subscriber shall not be deemed to be a waiver of any prior or subsequent breach of the same, or of any other covenant, condition, or agreement hereunder. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

12.5 If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

12.6 This Agreement is governed by the laws in force in the Commonwealth of Massachusetts and shall be interpreted according to the internal laws of such Commonwealth, without reference to its conflicts of laws or choice of law rules. All disputes hereunder shall be resolved solely in the applicable state or federal courts of Massachusetts. The parties hereby consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

12.7 Any legal notices or communication required or permitted to be given to the Subscriber shall be in writing and shall be sufficiently given if delivered by email or mailed to the Subscriber at the email or postage address provided to Flexcar in the Subscriber's completed application or as updated by the Subscriber and on file with Flexcar. Any legal notices or communication required or permitted to be given to Flexcar shall be in writing and shall be sufficiently given if delivered via email or mailed as follows:

Zipcar, Inc.

Attention: Legal Department

35 Thomson Place

Boston, MA 02210

Email address for Legal notices only: legal@zipcar.com