

Our Privacy Policy for Rental Customers

Last Updated November 30, 2005

Protecting your privacy is nothing new for us. We recognize that you want to understand how personally identifiable data about you is being gathered and used. We also recognize that you want to be able to make knowledgeable choices about whether to limit the manner in which personally identifiable data about you is used. This Privacy Policy is our current corporate policy on these subjects. To understand this Privacy Policy, you should read the entire policy carefully through to the "What You Consent and Agree To" section at the end of the policy.

When you read our Privacy Policy, you can expect to learn about the following topics:

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Who We Are

As used in this Privacy Policy, the terms "we" and "us" mean The Hertz Corporation and the companies in which The Hertz Corporation directly or indirectly owns a majority interest, commonly called "subsidiaries." We operate vehicle and construction and industrial equipment rental businesses and, on a more limited scale, retail vehicle sales and claims administration businesses. Our "licensees" are independent companies in the vehicle and construction and industrial equipment rental businesses, and sometimes in the retail vehicle sales business, that are licensed to operate such businesses using a trade name and trademarks and service marks owned by us, which often incorporate the "Hertz" mark. Because the licensees are independent of us, they are not our subsidiaries and thus are not included in the terms "we" and "us." Our "affiliates" at any time are the companies (other than us) that at the time control us or are under common control with us; the terms "we" and "us" do not include our affiliates.

Because this Privacy Policy sets forth only our privacy practices, it does not describe the privacy practices of our licensees or affiliates (or, indeed, any other parties excluded from the definition of "we" and "us"). In fact, our licensees and affiliates have their own privacy policies, which may be different from ours. To learn about the privacy practices of any of our licensees or affiliates, you should review the privacy policies of such licensees or affiliates, not this Privacy Policy.

You will generally know when you are dealing with one of our licensees, and not with us, because our licensees describe themselves as "Hertz System Licensees," "Hertz Licensees," "Hertz Franchisees" or other terms of similar import. Our affiliates may operate under almost

any name, but they generally do not operate under a name that incorporates the "Hertz" mark. If you have any question about whether a company is part of us, one of our licensees or one of our affiliates, you may find out by contacting us in the manner described below under the heading "Customer Questions."

Scope and Nature of Policy

This Privacy Policy covers personally identifiable data collected from and about you - individuals who are customers and prospective customers of our rental businesses. "Personally identifiable data" means any data about an identified or identifiable individual that are recorded in any form. This Privacy Policy does not cover personally identifiable data that we collect from and about our employees. **It also does not cover personally identifiable data we collect from and about customers of our other businesses, including our car sales business.** We have different corporate policies for those types of data. Further, this Privacy Policy does not cover aggregated data from which the personally identifiable characteristics have been removed. We retain the right to use aggregated data in any way that we feel advances our business interests.

We comply with the requirements of the Safe Harbor Privacy Principles issued by the U.S. Department of Commerce on July 21, 2000 (the "Safe Harbor Principles") with respect to personally identifiable data about you. Because we comply with the Safe Harbor Principles, our transfers of such data from countries in the European Union to the United States meet the adequacy requirements of the European Union Data Protection Directive.

This Privacy Policy includes examples of the types of information we may collect and the kinds of companies to which we may disclose information. These examples are illustrative and should not be considered a complete inventory of our information collection or sharing practices. Accordingly, the words "include" and "including" mean inclusion without limitation.

We do not knowingly solicit personally identifiable data from persons under the age of 13 years.

As used in this Privacy Policy, the words "company" and "companies" mean any corporation(s), limited liability company or companies, partnership(s) or other similar entity or entities.

Collection of Data

Types and Sources of Data Gathered

In the ordinary course of our business, we gather personally identifiable data about you, including:

- Information you provide, such as your name, address(es), employer(s), employee identification number(s), telephone number(s), fax number(s), e-mail address(es), date and place of birth, driver's license number, passport number, credit card information, frequent flyer and other membership reward program information and affiliations with companies or associations;
- Information about your transactions with us, our affiliates or others, such as the locations, dates and times of your rental pickup and return, your arrival airlines and flight numbers and the rental charges you incur; and
- Information we receive from consumer reporting agencies, such as your creditworthiness and credit history.

We gather personally identifiable data about you from a variety of sources, including websites we operate, websites operated by others through which you can make a rental reservation with us or our licensees, computerized reservations systems utilized by travel agents to make reservations with us or our licensees, telephone calls to our reservations and assistance

centers, enrollment forms for the Hertz #1 Club®, #1 Club Express®, #1 Club Gold® and similar programs, rental agreements with us and our licensees, other agreements with us and our licensees, accident and incident reports relating to rentals from us and our licensees, and consumer reporting agencies. We also gather personally identifiable data about you from other companies with which we maintain business relationships.

Use of "Cookies" and Other Tracking Technologies

We and our agents use cookies to track customers and potential customers who visit our websites or receive our html-formatted commercial electronic mail messages ("html e-mail"), and to facilitate their use of services offered on our websites or in connection with html e-mail. A "cookie" is a set of data that a web server stores on your computer that enables the server to recognize your computer. Cookies enable websites to "remember" your entries as you move from page to page, or when you revisit the site from time to time using the same computer. When used in conjunction with html e-mail, cookies help to "remember" your responses to such e-mail. The data set that makes up a cookie will typically not have any meaning to anyone other than the party that placed the cookie. A cookie cannot retrieve other data from your computer's hard drive or pass on computer viruses.

Two different types of cookies are used in connection with our websites:

- "Session cookies" track the user's progression through our sites in a single visit. These cookies enable us or our agents to remember things as the user progresses from one page to another. With most Internet browsers, session cookies are either deleted or rendered inaccessible to us and our agents as soon as the user closes his or her browser.
- "Persistent cookies" enable us or our agents to remember a user at the user's next visit. Persistent cookies are neither automatically erased nor rendered inaccessible upon closing the user's browser, although persistent cookies will typically "expire" after some number of years. Upon expiration, such cookies may be deleted by the user's browser or rendered inaccessible to us and our agents. (If you do not want these cookies to remain on your computer, you can erase them through use of your browser settings.)

Both session and persistent cookies may also be used in connection with html e-mail sent by us and our agents.

Your browser or other software you install may permit you to restrict the use of session cookies, persistent cookies or all cookies. If you elect not to permit the use of session cookies, you will not be able to use our websites or certain features of our html e-mail messages. If you elect not to permit the use of persistent cookies only, you may still enjoy the full functionality of our websites and html e-mail; however, if you do so, you will need to re-enter some data when starting a new website session or opening (or re-opening) an html e-mail.

In addition, certain of our web pages and html e-mail messages incorporate "pixel tags", "web beacons" or other technologies (collectively, "pixel tags") that allow us or our agents to track the actions of users of our websites and recipients of our e-mail communications. Pixel tags are used to collect non-personally identifiable data that, when aggregated with similar data collected from other website users or e-mail recipients, helps us to determine popular destinations, average rental prices, quote and conversion rates, click-throughs and other information that can be used to improve our service to our customers. Furthermore, our online and e-mail advertising vendors may use pixel tags in connection with our websites and e-mail communications to help manage our online and e-mail advertising campaigns and to strengthen the effectiveness of such campaigns. For example, if a vendor has placed a unique cookie on your computer, pixel tag technology enables the vendor to recognize that cookie during your visit to one of our websites and to learn which online Hertz advertisement, if any, brought you to the website. We do not use, and we seek to prohibit our agents from using, pixel tags to directly collect your name, e-mail address or other personally identifiable data; however, we may link non-personally identifiable data collected by us and our agents

via pixel tags or cookies to personally identifiable data about you that we have previously collected.

Third Party Websites

Our websites and html e-mail may contain links to third party websites, which may or may not be operated in conjunction with our websites. We do not monitor or control the information collected when you choose to "click through" links to these websites. The treatment of user data by the operators of third party websites may be different from ours. For details regarding their treatment of personally identifiable data about you, you will need to read their privacy policies or contact them.

Retention of Data

While we generally retain personally identifiable data about you as long as we believe it will be useful to us, we do not retain personally identifiable data about you longer than the law of the country and state in which it is being retained permits. Currently, the principal place in which we retain personally identifiable data about you is the State of Oklahoma, U.S.A.

Data Security

We maintain reasonable physical, electronic, and procedural safeguards to protect personally identifiable data about you from loss, misuse and unauthorized access, disclosure, alteration and destruction. As part of those precautions, we seek to protect personally identifiable data about you through technologies designed to safeguard the data during its transmission. We restrict access to personally identifiable data about you to those employees we determine need to know that information for us and our licensees to provide services to you. We also have adopted a policy under which employee misuse of personally identifiable data about you is treated as a serious offense for which disciplinary action may be taken. You should, however, be aware that there is no method of transmitting or storing data that is completely secure. Although their physical characteristics are different, postal mail, telephone calls, faxes and transmissions over the Internet all present possibilities of loss, misrouting, interception and misuse of the data being transmitted.

When we decide what data to seek from or communicate to you, or how to seek or communicate it, we try to strike a reasonable balance between the security of your data and your convenience. We do this because we believe our customers attach value to both. As a result, we sometimes use a method of communication that is less secure than some of its less convenient alternatives. An important example of this occurs in the case of e-mail. When we send e-mail to you, we send it in an unencrypted form. We do this because we believe that many of our customers do not currently have the capability to receive encrypted e-mail. As a consequence, though, if our unencrypted e-mail intended for you were misrouted or intercepted, it could be read more easily than encrypted e-mail. Because e-mail to and from us is not encrypted, please do not include your #1 Club membership number, or any other information you regard as confidential, in any e-mail you send us. A more secure way to communicate with us over the Internet is to click on the "Contact Us" link on the home page of our website www.hertz.com and complete the form that you are presented.

To protect personally identifiable data about you effectively, we need your help. Do not disclose under any circumstances your Hertz-related personal identification number (or "PIN") or password to anyone, and please exercise due care and common sense in disclosing your Hertz #1 Club, #1 Club Express, #1 Club Gold or similar program membership number to others; we note that third parties to whom you disclose your member number will not be bound by this Privacy Policy, and could abuse such information and compromise your account with us. In any event, to the extent that you have a legitimate reason for disclosing your membership number to a third party, you should carefully review such third party's privacy policy prior to such disclosure to understand how that party will treat the disclosed information. If you have reason to believe that any account with us is no longer secure, you

must immediately notify us of the problem by either clicking the "Contact Us" link on the www.hertz.com home page or, if you do not have Internet access, by calling us at (800) 654-4173 (when calling in the United States), or +1 (405) 775-3400 (if calling from outside of the United States), or writing to us at the most convenient of the four addresses set forth in the "Customer Questions" section below (we note that physical mail notification will delay the time in which we can respond to the problem).

Use of Data

Parties to Which We Disclose Data

We may disclose all of the personally identifiable data about you, in the manner described below, to third parties such as the following:

- Financial service providers, such as banks and insurance companies;
- Non-financial companies, such as Hertz licensees, direct marketers, hotels and airlines; and
- Others, such as non-profit organizations.

Type I Uses

We may use personally identifiable data about you for a variety of purposes as described in this section, including, but not limited to, using personally identifiable data about you to make and process your rental reservations and rentals, provide you with customer assistance, prepare your account statements and maintain and develop software. We may use affiliates in our corporate family and non-affiliated parties to perform such services for us. We also may disclose information in response to requests from law enforcement agencies or government regulators. A more detailed description of the above uses and all other "Type I Uses" appears below.

Whenever we disclose personally identifiable data about you to a third party for an initial use or a protective use (as described in the relevant paragraphs immediately below), the third party's privacy policy, and not ours, will apply to such third party's subsequent retention and use (including disclosure) of the data.

By making a rental reservation with or renting from us or our licensees, you are consenting to the use and disclosure of personally identifiable data about you for Type I Uses. If you do not wish to consent to such use and disclosure of personally identifiable data about you, please do not make a rental reservation with or rent from us or our licensees.

Initial Uses. We may initially use the personally identifiable data that we collect from you to make your rental reservations with us and our licensees; to process your rental transactions with us and our licensees; to provide you with enhanced rental services you request, such as Hertz #1 Club, #1 Club Express, #1 Club Gold and similar services; and to bill and collect amounts owed to us for your rentals. Accordingly, if you seek to pay rental charges by a debit, charge or credit card, we may disclose personally identifiable data about you to the company issuing the card and to other companies that assist in processing the charges. Similarly, if you seek to have your rental charges invoiced to a third party, we may disclose personally identifiable data about you to that third party and to any companies that assist the third party in processing invoices. Further, if you participate in a frequent flyer or other affinity or membership rewards program operated by a third party and seek to receive a reward based on a transaction with us or our licensees, we may disclose personally identifiable data about you to the program's operator, as well as to companies assisting the operator in the operation of the program, to permit you to receive your membership rewards. In addition, if you choose to do business with us through, or with the assistance of, a third party reservations system, travel agent or other intermediary, we may disclose personally identifiable data about you to the intermediary to make, modify or cancel a reservation made by or with the assistance of the intermediary, to respond to questions or comments made by the intermediary on your

behalf, to facilitate any other task that the intermediary advises us that you intend for the intermediary to fulfill, or that such an intermediary would, as a matter of industry practice, typically fulfill, and to pay any commission or other fee that we may owe to the intermediary.

Protective Uses. We may use and disclose personally identifiable data about you as we reasonably believe is necessary to protect our business; to comply with applicable law; to protect the rights, privacy, safety or property of you or others; and to permit us to pursue available remedies or limit the damages that we may sustain. For example, if you breach a rental agreement or other agreement with us or any of our licensees or affiliates, personally identifiable data about you may be used, disclosed to third parties or publicly disclosed to the extent necessary to enforce the agreement and recover any amounts owed. As another example, we may, to the fullest extent the law allows, disclose personally identifiable data about you to law enforcement agencies to assist them in identifying individuals who have been or may be engaged in illegal activities.

Disclosure in Corporate Acquisitions and Sales. As we develop our businesses, we may acquire or sell assets, including ownership interests in companies, and companies may acquire financial interests in us. In those transactions, personally identifiable data about you may be among the transferred business assets. We may disclose personally identifiable data about you to any company in connection with a proposed or actual sale, merger, transfer, or exchange of all or a portion of a business or operating unit if you do business or have done business with that business or operating unit, but only if that company agrees to use the data prior to any acquisition solely for the purpose of making its acquisition decision and to observe the relevant provisions of our Privacy Policy with respect to the data. In the event that personally identifiable data about you is transferred to a company acquiring assets from us, we will require that company to agree to observe the relevant provisions of our Privacy Policy with respect to personally identifiable data about you (including any choices you have made under our Privacy Policy to limit the use of your data).

Disclosure to Agents. We may disclose personally identifiable data about you to any individual or company that we retain to assist us in the conduct of our business, including an individual or company that performs marketing services on our behalf, but only if that individual or company agrees to use the personally identifiable data about you solely for the purposes of performing the tasks on behalf of, and under the instruction of, us and to observe the relevant provisions of our Privacy Policy with respect to the data.

Use of Data from Others. We may obtain personally identifiable data about you from our licensees and affiliates and from other companies with which we have business relationships, including our business partners such as airlines and hotels. Such information may be merged with or used to enhance personally identifiable data that we have collected previously, as permitted by applicable law and our Privacy Policy.

Disclosure to Counter Discount Program Sponsors. A counter discount program, or "CDP", is a contract or program that we have established in cooperation with a sponsoring or co-sponsoring company or organization (the "sponsor") under which employees, members or other individuals with specified characteristics are entitled to rent from us on rental terms that differ from those generally offered to the public. Examples of CDPs include corporate or organization rate plans and credit card and travel club discount programs. We identify CDPs using unique numbers ("CDP Numbers"), and we require those who wish to rent under the terms of a CDP to furnish us with the appropriate CDP Number.

If you rent using a CDP Number, provide us with a CDP Number under which you may rent or indicate in any other manner that you are eligible to rent under a particular CDP, you consent to our disclosure of personally identifiable data about you to the CDP's sponsor in order to permit us and the sponsor to (i) verify your eligibility to rent using that number or under that CDP; (ii) determine our compliance with the rental terms of the CDP (which could include verifying dividend payments we owe to the sponsor based in whole or in part on your rental and enabling the sponsor to contact you directly to determine whether your rental was satisfactory, and for other quality control purposes); (iii) determine your compliance with the

sponsor's rental policies; and (iv) facilitate the sponsor's reimbursement of the costs of your rental to the extent it has agreed to reimburse you for them (including, where the sponsor is entitled to a dividend payment from us, facilitating the payment of any portion of such dividend which such organization has agreed to share with you). We require sponsors to treat all personally identifiable data disclosed to them for these purposes as confidential and not to use that data for marketing purposes.

If you do not wish us to disclose personally identifiable data about you in the manner described under this subheading, you must not use a CDP Number in connection with your rental, you must not provide us with a CDP Number under which you may rent and you must not indicate in any other manner that you are eligible to rent under a CDP. In those circumstances, though, you will not receive the benefits of any associated contract or program.

Disclosure to Affiliates. We may share personally identifiable data about you among ourselves and disclose such data to our affiliates to enable us to perform the functions described above. In the event that personally identifiable data about you is shared among ourselves or disclosed to our affiliates, the party with which we share or to which we disclose such data will be required to agree to observe the relevant provisions of our Privacy Policy with respect to personally identifiable data about you (including any choices you may have made under our Privacy Policy to limit the use of your data).

Type II Uses

The uses of personally identifiable data about you described under this heading are called "Type II Uses." Type II Uses relate to uses of personally identifiable data about you for marketing purposes. You have the right to "opt out" of Type II Uses in the manner described below under the heading "Options to Limit Use of Data."

We may aggregate and analyze all of the personally identifiable data about you to enable us to develop targeted marketing programs and service offerings that we believe are tailored to the needs of particular groups of customers. We may then use the personally identifiable data about you to contact you regarding programs and services (both our own programs and services and third party programs and services) we believe might be of interest to you. If you wish us not to contact you for this purpose, you may choose Option A described below under "Options to Limit Use of Data."

We may share all of the personally identifiable data about you among ourselves and disclose such data to our affiliates and licensees for marketing purposes, provided the affiliates and licensees to which we disclose the data agree to observe the relevant provisions of our Privacy Policy with respect to the data being disclosed (including any choices you have made under our Privacy Policy to limit the use of your data). If you wish us not to disclose personally identifiable data about you to our affiliates and licensees for marketing purposes, you may choose Option A described below under "Options to Limit Use of Data."

We may also disclose all of the personally identifiable data about you to companies that are not our affiliates or licensees for their marketing purposes. When we disclose personally identifiable data about you to companies that are not our licensees or affiliates for their marketing purposes, we do not require those companies to observe any particular policies with respect to their use or disclosure of the data. They may treat privacy issues very differently from the way we do. If you wish us not to disclose personally identifiable data about you to companies that are not our affiliates or licensees for their marketing purposes, you may choose Option B described below under "Options to Limit Use of Data."

Sensitive Data

Sometimes we may obtain data about your health conditions. The most common way for this to occur is for you to ask us to accommodate a disability. For example, you may request that

hand controls be installed on a vehicle, or that you be brought to or from a rental location by accessible transportation. We do not disclose data about your health conditions to our affiliates or our business partners other than as authorized by the Safe Harbor Principles and applicable law, and we do not use data about your health conditions for marketing purposes.

We may also obtain data about your membership in a trade union or other union-type organization through your use of a CDP Number that only members of such an organization are entitled to use. We do not disclose data about your trade union membership to our affiliates or our business partners other than as authorized by the Safe Harbor Principles and applicable law, and we do not use data about such membership for marketing purposes.

In some countries and states, we are legally required to treat other personally identifiable data about you as sensitive and to employ additional safeguards when collecting and using that data. We will observe those requirements. If a country or state legally requires us to treat other personally identifiable data about you as sensitive and not to collect, use or disclose it without your consent, then **by making a rental reservation with or renting from us or our licensees and providing that data to us, you are consenting to the collection, use and disclosure of that data by us and our licensees, but only for Type I Uses.** We do not disclose that data to our affiliates or our business partners other than as authorized by the applicable law, and we do not use that data for marketing purposes. If you do not wish to consent to the collection, use and disclosure of that data for Type I Uses, then please do not provide that data to us; if under our and our licensees' policies, a reservation or rental transaction cannot be made without that data, please do not make a rental reservation with or rent from us or our licensees.

Options to Limit Use of Data

Options and Their Effect. You may elect either or both of the following options to limit the use of personally identifiable data about you:

A. You may direct us not to communicate any marketing offers or materials to you in the course of our rental businesses and not to disclose personally identifiable data about you collected in the course of our rental businesses to our affiliates or licensees for marketing purposes. If you do this, we will not, after your direction becomes effective, either communicate any marketing offers or materials to you in the course of our rental businesses or disclose personally identifiable data about you collected in the course of our rental businesses to our affiliates and licensees for marketing purposes. (We are not, however, responsible for any subsequent use by affiliates or licensees of data disclosed to them before your direction became effective.)

B. You may direct us not to disclose personally identifiable data about you collected in the course of our rental businesses to companies that are not our affiliates or licensees for their marketing purposes. If you do this, we will not, after your direction becomes effective, disclose personally identifiable data about you collected in the course of our rental businesses to those companies for marketing purposes. (We are not, however, responsible for any subsequent use by third parties of data disclosed to them before your direction became effective.)

Please note that if you give the direction described in Option A above, you may not receive offers and services that may be of great interest to you, including the Hertz #1 Awards® points and free rental days that we would otherwise provide to you under the Hertz #1 Club Gold Five Star®, Hertz #1 Club Gold President's Circle®, Manhattan Gold and Islander Gold programs and similar loyalty programs.

How to Choose an Option. If you are a member of Hertz #1 Club, #1 Club Express, #1 Club Gold or a similar program, you may choose Option A, Option B or both options by mailing the attached form to Director, Privacy Services, in care of our main office in the country or region in which you reside or by accessing the update section of your customer profile in your

program's section of the www.hertz.com website and making the desired directions. You may also make your choice by mailing the attached form to the most convenient of the following four addresses: 1) Director, Privacy Services, The Hertz Corporation, P.O. Box 25301, Oklahoma City, OK 73125, U.S.A.; 2) Director, Privacy Services, Hertz Europe Service Centre, Swords Business Park, Swords, Co. Dublin, Republic of Ireland; 3) Privacy Compliance Officer, Hertz Australia Pty Limited, Level 6, 10 Dorcas Street, South Melbourne VIC 3205, Australia; or 4) Director, Privacy Services, Hertz New Zealand Ltd., Private Bag 4716, Christchurch, New Zealand 8020. Any direction made through the mail hereunder will become effective by the end of the 45th day following the date on which your direction is received at one of the indicated addresses, or such shorter period as may be mandated by applicable law.

If you are not a member of Hertz #1 Club, #1 Club Express, #1 Club Gold or a similar program and you wish to choose Option A, Option B or both options in connection with a rental, please tell the rental representative at the time you rent. We will make a record of the choices you have made and give effect to them for that rental. We currently do this by enrolling you in the Hertz #1 Club program for the purpose of noting the options you have chosen. We do not charge you for this enrollment in the Hertz #1 Club program; we do not require you to give us any information that we would not ordinarily collect in connection with your rental; and we will not use the information we obtain in your enrollment inconsistently with the options you have chosen. Whenever you subsequently rent from us using the Hertz #1 Club number we will provide you, the options you have chosen will automatically be applied to the data from the subsequent rental. We reserve the right to change the method of noting your choices. If we do so, you may be required to make new choices each time you rent and the choices you make will relate only to that one rental.

Subsequent Choices. If you are a member of Hertz #1 Club, #1 Club Express, #1 Club Gold or a similar program who has chosen Option A, Option B or both options to limit the use of personally identifiable data about you and you later choose different options, or choose no longer to limit the use of personally identifiable data about you, then we will observe the terms of your latest effective choice as if it were the only instruction we had received from you with respect to the use of personally identifiable data about you.

Options Chosen by Counter Discount Program Sponsor. If (i) you are a member of Hertz #1 Club, #1 Club Express, #1 Club Gold or a similar program, (ii) your membership profile contains a counter discount program (CDP) Number and (iii) the sponsor of the CDP has chosen Option A, Option B or both options to limit the use of personally identifiable data about you, then we will observe the sponsor's choices to the extent that they are more restrictive than the choices you have made. (For example, if the CDP sponsor has chosen Option A, you will not receive communications from us regarding offers and services such as Hertz #1 Awards points and free rental days provided under loyalty programs, even if you have not chosen Option A.) We will continue to observe the sponsor's choices until either the sponsor changes them to be less restrictive than the choices you have made or you remove the sponsor's CDP Number from your membership profile.

Option to Limit Non-Marketing Uses of Data. We will not make any non-marketing use of personally identifiable data about you unless either: (i) we give you notice of that use and provide you the opportunity to direct us not to make that use of the personally identifiable data about you; or (ii) applicable law or where applicable, the Safe Harbor Principles, authorize us to make that use of personally identifiable data about you without providing you the opportunity to direct us not to do so. Please note that all Type I Uses of personally identifiable data about you as described in our Privacy Policy constitute uses that are so authorized.

How to Access or Correct Data

We make reasonable efforts to ensure that the personally identifiable data we have about you is as accurate, current and complete as necessary for the purposes for which we use that data.

You have a reasonable right to access and review personally identifiable data about you collected by us. You may correct factual errors in that data by sending a request to us that credibly shows the error. You should contact our main office in the country in which you reside for information about how to exercise these rights. As an alternative, you may obtain the information by writing to us at the most convenient of the four following addresses: 1) Director, Privacy Services, The Hertz Corporation, P.O. Box 25301, Oklahoma City, OK 73125, U.S.A.; 2) Director, Privacy Services, Hertz Europe Service Centre, Swords Business Park, Swords, Co. Dublin, Republic of Ireland; 3) Privacy Compliance Officer, Hertz Australia Pty Limited, Level 6, 10 Dorcas Street, South Melbourne VIC 3205, Australia; or 4) Director, Privacy Services, Hertz New Zealand Ltd., Private Bag 4716, Christchurch, New Zealand 8020. To protect your privacy and security, we will take reasonable steps to verify your identity before granting access or making corrections.

If you are a member of Hertz #1 Club, #1 Club Express, #1 Club Gold or a similar program, you may update the information in your member profile by accessing the update section of your member profile in the program's section of the www.hertz.com website.

Future Changes in Policy

We make our Privacy Policy available at rental counters and through a link on the home page of our website www.hertz.com. We reserve the right to change our Privacy Policy in the future. Subject to applicable laws, any changes to our Privacy Policy will be effective upon posting of the revised Privacy Policy on the Internet, accessible from a link appearing on the home page of our website www.hertz.com. If we make changes, we will revise the "Last Updated" date on the top or cover page of our Privacy Policy.

If we change our Privacy Policy in a way that is less protective of your privacy, then the change will not apply to our use of any personally identifiable data about you that was collected by us before the change was made, unless we notify you and provide you with the opportunity to direct us not to make new uses of personally identifiable data about you.

Coordination with Applicable Law

We do business in many countries and states. Depending on where you live and where and how you rent from us, our collection and use of personally identifiable data about you may be governed by federal and state laws of the United States (including the Gramm-Leach-Bliley Act), the laws of other countries or the Safe Harbor Principles. Where applicable, we will comply with such laws and the Safe Harbor Principles regarding our collection and use of personally identifiable data about you and will limit any disclosures of data accordingly.

Information Regarding Former Customers

We disclose personally identifiable data about former customers or customers with inactive accounts only in accordance with our Privacy Policy.

Customer Questions

We hope our Privacy Policy answers your questions about our collection and use of personally identifiable data about you. If it does not, or if you have questions about whether we are observing our Privacy Policy, you can write to us at the most convenient of the following four addresses: 1) Director, Privacy Services, The Hertz Corporation, P.O. Box 25301, Oklahoma City, OK 73125, U.S.A.; 2) Director, Privacy Services, Hertz Europe Service Centre, Swords Business Park, Swords, Co. Dublin, Republic of Ireland; 3) Privacy Compliance Officer, Hertz Australia Pty Limited, Level 6, 10 Dorcas Street, South Melbourne VIC 3205, Australia; or 4) Director, Privacy Services, Hertz New Zealand Ltd., Private Bag 4716, Christchurch, New Zealand 8020. If, after we respond to you, you feel that we have not satisfactorily addressed your questions or concerns, we will refer you to a neutral, independent third party dispute resolution organization.

What You Consent and Agree To

By providing us with personally identifiable data about yourself, you consent and agree to the following:

- You consent to the collection and use of personally identifiable data about you as described in the "Collection of Data" and "Use of Data" sections above, subject only to any choices you have made as described under "Options to Limit Use of Data," and to your right to access and correct data as described in "How to Access or Correct Data" above.
- You specifically consent to:
 - The disclosure of personally identifiable data about you to the sponsor of a counter discount program as described under "Use of Data - Type I Uses - Disclosure to Counter Discount Program Sponsors";
 - The disclosure of personally identifiable data about you in connection with corporate acquisitions and sales as described under "Use of Data - Type I Uses - Disclosure in Corporate Acquisitions and Sales"; and
 - The collection and use of any sensitive data about you for Type I Uses as described under "Use of Data - Sensitive Data."
- You acknowledge that you accept the risks described under "Data Security" and agree to take the precautions to assist us in protecting your data described under "Data Security."
- You agree that we may make changes in our Privacy Policy as described under "Future Changes in Policy."

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NOTICE TO THE HERTZ CORPORATION AND ITS SUBSIDIARIES OF RENTAL CUSTOMER'S CHOICE TO LIMIT USE OF DATA PURSUANT TO HERTZ'S PRIVACY POLICY FOR RENTAL CUSTOMERS

Name: _____

Address: _____

City: _____

State/Zip/Province: _____

Postal Code: _____ Country: _____

#1 Club Number: _____

Please check the applicable boxes:

() A. I direct Hertz not to communicate any marketing offers or materials to me in the course of Hertz's rental businesses and not to disclose personally identifiable data about me collected in the course of Hertz's rental businesses to Hertz's affiliates or licensees for marketing purposes.

() B. I direct Hertz not to disclose personally identifiable data about me collected in the course of Hertz's rental businesses to companies that are not Hertz's affiliates or licensees for marketing purposes.

I understand that if I give the first direction above, I may not receive offers and services that may be of great interest to me, including Hertz #1 Awards points and free rental days that Hertz would otherwise provide to me under the Hertz #1 Awards, Hertz #1 Club Gold Five Star, Hertz #1 Club Gold President's Circle, Manhattan Gold and Islander Gold programs and similar loyalty programs.

I further understand that Hertz will not make any non-marketing use of personally identifiable data collected in the course of Hertz's rental businesses about me unless either: (i) Hertz gives me notice of that use and provides me with the opportunity to direct Hertz not to make that use of personally identifiable data about me, or (ii) applicable law or where applicable, the Safe Harbor Privacy Principles, authorize Hertz to make use of personally identifiable data about me without providing me the opportunity to direct Hertz not to do so. I understand further that the "Type I Uses" section in Hertz's Privacy Policy for Rental Customers describes examples of Hertz's uses of personally identifiable data about me that are authorized by applicable law or the Safe Harbor Privacy Principles.

Signature:

Date:

Please mail to the most convenient of the following four addresses: 1) Director, Privacy Services, The Hertz Corporation, P.O. Box 25301, Oklahoma City, OK 73125, U.S.A.; 2) Director, Privacy Services, Hertz Europe Service Centre, Swords Business Park, Swords, Co. Dublin, Republic of Ireland; 3) Privacy Compliance Officer, Hertz Australia Pty Limited, Level 6, 10 Dorcas Street, South Melbourne VIC 3205, Australia; or 4) Director, Privacy Services, Hertz New Zealand Ltd., Private Bag 4716, Christchurch, New Zealand 8020.