

## **Hertz Touchless Privacy Disclosure**

The Hertz Corporation (“Hertz,” “We,” “Us” or “Our”) has implemented this Privacy Disclosure, Consent and Release (the “Disclosure and Release”) to help explain how We and Our third-party service providers, including but not limited to, Onfido and its sub-processors (“Service Providers”) may collect, capture, receive, store, obtain, process, transmit, disclose, protect, retain and destroy (“Process” or “Processing”) driver’s license pictures, “selfies,” and other photographs or information derived from the photographs, including facial geometry (collectively, the “Pictures”) that users of Hertz Touchless (“You” or “Your”) may upload into Hertz Touchless.

**WE WANT TO HIGHLIGHT THAT THE PICTURES, OR INFORMATION DERIVED FROM THE PICTURES SUCH AS FACIAL GEOMETRY, MAY BE CONSIDERED BIOMETRIC IDENTIFIERS OR BIOMETRIC INFORMATION UNDER CERTAIN LAWS, INCLUDING, BUT NOT LIMITED TO, THE ILLINOIS BIOMETRIC INFORMATION PRIVACY ACT. AS SUCH, WE ARE PROVIDING THIS DISCLOSURE AND RELEASE TO HELP YOU UNDERSTAND HOW WE MAY PROCESS THE PICTURES THROUGH HERTZ TOUCHLESS AND TO GET YOUR CONSENT AND RELEASE FOR THIS PROCESSING.**

This Disclosure and Release supplements Our Privacy Policy, which is available [here](#) and Our California Privacy Policy, which is available [here](#).

In order to use Hertz Touchless, You will need to review and accept the Disclosure and Release. You will need to review and accept the Disclosure and Release each time You wish to use Hertz Touchless.

**PLEASE NOTE THAT BY USING HERTZ TOUCHLESS, YOU AGREE TO THE ARBITRATION PROVISION IN SECTION 5 OF THIS DISCLOSURE AND RELEASE.**

If You do not agree with the Disclosure and Release and/or You do not want to give Your consent and release for the Processing of Pictures as described in the Disclosure and Release, You will not be able to use Hertz Touchless. However, You can still complete Your transaction through other Hertz channels.

### **1. Purposes of Collection**

Hertz Touchless is designed to help Us verify Your identity so We can provide products and services that You request from Us. In order to use Hertz Touchless, You will provide Pictures to us, including of Your driver’s license and a photograph that You take of Yourself and submit to Us. We, and Our Service Providers, may use techniques including measuring facial geometry on the Pictures to help Us verify Your identity. We Process these Pictures to help confirm who is using Our products and services, for legal purposes (including exercising Our legal rights or for purposes required or permitted by law), and for fraud detection and prevention purposes (collectively, the “Purposes of Collection”).

### **2. Disclosure**

We will disclose the Pictures to Our Service Providers for the Purposes of Collection. We may also disclose, and We may permit Our Service Providers to disclose, the Pictures as required or permitted by law for legal purposes and fraud detection and prevention purposes. This may include, without limitation, disclosing the Pictures to law enforcement to help identify someone who has stolen or damaged one of Our vehicles. We may disclose, and We may permit Our Service Providers to disclose, Pictures if such disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction or pursuant to applicable law.

### **3. Retention Schedule and Destruction Guidelines**

In general, We may retain, and We permit Our Service Providers to retain, Pictures collected through Hertz Touchless until the Pictures are no longer reasonably necessary to fulfill the Purposes of

Collection. This may be as long as one (1) calendar year from the date You submit the Pictures to Us, or to the extent required or permitted by applicable law, longer in order to retain Your Pictures in connection with a threatened or actual legal action(s) (the "Retention Period"). Once the Retention Period has expired, We will take, and We will require Our Service Providers to take, then-current industry standard measures designed to securely delete and/or destroy the Pictures.

#### **4. Biometric Data Safeguards**

We use, and We require Our Service Providers to use, reasonable industry standard information security safeguards designed to protect Pictures when they are Processed pursuant to this Disclosure and Release. These safeguards may include, as applicable to the Processing at issue, firewalls, physical and digital security measures, encryption, access restrictions, password authorization, and system logging.

#### **5. Arbitration Provision**

**THIS DISCLOSURE AND RELEASE REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS DISCLOSURE AND RELEASE, YOU AGREE TO THIS ARBITRATION PROVISION. EXCEPT FOR CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ANY DISPUTES BETWEEN US ("US" AND "WE" FOR THE PURPOSES OF THIS ARBITRATION PROVISION MEANS HERTZ, ITS PARENT AND AFFILIATE CORPORATIONS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES AND ANY VENDOR OR THIRD PARTY PROVIDING SERVICES FOR THE RENTAL TRANSACTION) MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and We remain free to bring any issues to the attention of government agencies. This arbitration provision's scope is broad and includes, without limitation, any claims relating to any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation, equity, or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope or validity of this Arbitration Provision. The arbitration will take place in the county of Your billing address unless agreed otherwise. The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Consumer Arbitration Rules (the "Rules"). You can obtain the Rules at [www.adr.org](http://www.adr.org). You or We may commence an arbitration by providing a written demand for arbitration to the other (to us, The Hertz Corporation, 8501 Williams Road, Estero, FL 33928, Attn: Arbitration) and two copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, We will reimburse You for any AAA required filing fee. The arbitrator may award injunctive relief as well as money, but only in favor of and as warranted by the claim of the individual party seeking relief. Judgment on the arbitration award may be entered in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action. IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAILING US AT [no.arbitration@Hertz.com](mailto:no.arbitration@Hertz.com) OR BY MAIL TO The Hertz Corporation, 8501 Williams Road, Estero, FL 33928, Attn: Legal Department. Include Your name, address, reservation ID number or Rental Agreement number (if provided), and a clear statement that You do not agree to this Arbitration Provision. If You have previously notified Hertz of Your decision to opt out of arbitration, You do not need to do so again.**

For U.S. Residents: If the Arbitration Provision in Section 5 above is deemed not to apply by a court of competent jurisdiction, the following will apply: With regard to Your acceptance of the Disclosure and Release, You irrevocably and unconditionally consent and submit to the laws of the State of Florida. You further agree to the personal jurisdiction by and venue in the state and federal courts in Lee

County, Florida, and waive any objection to such jurisdiction or venue. If any provision of the Disclosure and Release or any agreement governing Hertz Touchless conflicts with any applicable law or regulation in any jurisdiction, then that provision shall be deemed to be modified as to that jurisdiction (but, to the extent permitted by law, not elsewhere) to be consistent with such law or regulation, or to be deleted if modification is impossible, and shall not affect the remainder of the Disclosure and Release or such agreement, which shall continue in full force and effect. If any provision of the Disclosure and Release or such agreement is held to be so broad as to be unenforceable in any jurisdiction, then that provision shall be interpreted to be only so broad as is necessary for it to be enforceable as to such jurisdiction (but, to the extent permitted by law, not elsewhere).

## **6. Consent and Release**

**I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO THIS DISCLOSURE AND RELEASE.**

**I EXPRESSLY AUTHORIZE HERTZ AND ITS SERVICE PROVIDERS TO PROCESS PICTURES AS DESCRIBED IN THIS DISCLOSURE AND RELEASE.**

**I ALSO AGREE TO THE ARBITRATION PROVISION IN SECTION 5 OF THIS DISCLOSURE AND RELEASE.**

I affirm that I am over the age of 18 or the age of majority, whichever is older, in my state of residence, and that I have the authority to agree to this Disclosure and Release and to provide my consent and release for the Processing of Pictures as described in this Disclosure and Release.

I agree that, if any part of this Disclosure and Release shall be held unenforceable, only that part shall be unenforceable, and the remainder will be effective.

This Disclosure and Release is governed by the laws of the State of Florida, without giving effect to its conflicts of law principles.