

Hertz My Car Subscription Program

Terms and Conditions

1. Introduction and Overview

The terms and conditions that appear herein are called the "Terms". The Terms are the terms and conditions which govern (a) application, enrollment, and ongoing subscription to Hertz My Car Subscription Program, (sometimes referred to as the "Program" or "Subscription") and (b) rentals of vehicles using the Program, by persons who apply, subscribe to, and participate in Hertz My Car sometimes referred to as "Subscribers" or "You"). The Terms are provided by The Hertz Corporation ("Hertz").

By participating in the Program, You agree to the most current set of Terms. You may obtain a copy of the Terms by contacting Hertz at 239-301-7000 option 1 or by writing to Hertz at The Hertz Corporation, 5601 N.W. Expressway, Oklahoma City, OK 73132.

You accept and agree to be bound by these Terms by clicking "submit" or utilizing some other applicable means of electronic acceptance that coincides or applies to these Terms.

The Terms apply in addition to the Hertz Gold Terms and any Rental Agreements entered into under the Program. In the event of any conflict between these Terms and the Gold Terms or Rental Agreement, these Terms will control.

2. Electronic Consent

- A. E-CONSENT. As of the date you are reading this paragraph, you represent to Hertz that your hardware and software meet the requirements for access to, receiving of, and retention of electronic records and email. You may receive a paper copy of these Terms by calling 239-301-7000 option 1. You may withdraw consent to have Terms delivered electronically by calling 239-301-7000 option 1. Please note that by withdrawing consent to receive electronic mail and records, you may not receive rental service at an intended level, or your reservation and Subscription may be cancelled by Hertz. You may update your contact information by calling 239-301-7000 option 1 or log in to hertz.com, click on "My Account" and update on "My Profile". By clicking on the "I accept" or similar button applicable to these Terms, you agree to both the Hertz Subscription Terms and electronic contracting/signature relating to your enrollment, Subscription, applicable reservations, and applicable rentals.
- B. You agree to have Your Rental Agreements and receipts for every and any reservation and rental completed by You emailed to You rather than provided in paper or hard copy form.
- C. You agree to electronic contracting and E-Consent/eSign for any and all transactions related to your use of your Subscription.

3. Applicant/Subscriber Requirements

To qualify for and maintain Subscription in the Program, Subscribers must meet the following eligibility criteria:

- A. Subscription in Hertz Gold Plus Rewards. If You are not already a Subscriber of Hertz Gold Plus Rewards, You may sign up [here](#).
- B. Resident of the United States of America and of the same state in which Program rentals will take place. For a list of current locations, click [here](#).
- C. Have a valid credit card or Cash Deposit Identification Card. At this time, debit cards and other forms of payment are not accepted for the Program Cash rentals which require an up-front deposit of cash are accepted from customers who have obtained a Cash Deposit Identification (ID) Card. Applications for a Cash Deposit ID Card are available from Hertz.com. Applicants must be 21 years of age or older (18 in Michigan and New York). The application process can take approximately thirty (30) days except as otherwise required by law. There is a US\$15 non-refundable processing fee which offsets the cost to have a modified credit check performed on the applicant.
- D. Age 25 or older as of the date of Program Application.
- E. Be eligible for Hertz rentals generally.
- F. Maintain up to date information on file with the Program and Hertz Gold Plus Rewards, including billing, license, and contact information. To update your information in the Program, at 239-301-7000 option 1. To update your information in Hertz Gold Plus Rewards, click [here](#).
- G. Possess and maintain a valid, unexpired, unsuspended driver license.
- H. Hertz will perform a credit check and reserves the right to determine minimum requirements.

Failure to meet and maintain any of the above eligibility requirements may result in Hertz denying an Application to or terminating Your Subscription to the Program.

4. Subscription Program

A. Application

- i. Individuals may fill out the online form, review disclosures, and accept the Terms at <https://www.hertz.com/p/hertzmymcar> in order to apply for a Subscription to the Program (sometimes referred to herein as “Application”). Submitting an Application does not mean that an applicant will be accepted into the Program, but these Terms are binding on anyone who clicks submit, accept, or otherwise consents to these Terms.
- ii. The information submitted in the Application must be true and accurate. This information will be used by Hertz in its execution of the Program. Hertz is not responsible for using any information incorrectly input by Subscribers to their Applications.

B. Credit and Background Check

- i. By applying to the Program, You consent to a background check and/or credit check to verify your eligibility to participate in the Program.
- ii. We will obtain information from third parties concerning you to decide whether you are eligible for Subscription. We will be carrying out checks such as, but not limited to, an identity and credit check. We may pass your personal information to third party agencies for the purposes of carrying out identity and credit checks and they may keep a record of any search that they do. This check may leave an electronic note or “footprint” on your record. The information is not sold to third parties.

C. Acceptance

- i. Hertz will make commercially reasonable efforts to process Your Application, perform a credit and/or background check, and confirm Your eligibility to subscribe to the Program within forty-eight (48) hours of receiving a submitted Application.
- ii. If Hertz determines that any applicant Subscriber does not meet applicable eligibility criteria, Hertz will contact such applicant Subscriber to notify them of denial of their Program subscription. In such event, no money will be charged.
- iii. If Hertz determines that an applicant Subscriber meets applicable eligibility criteria, Hertz will contact such applicant Subscriber to notify them of acceptance of their Application for Program subscription (Acceptance). In such event, the Initial Subscription Fee detailed below will be charged.
- iv. Upon Acceptance, Hertz will coordinate the location date and time of the first Program rental (sometimes referred to as "Initial Rental") with You. Such Initial Rental will likely be forty-eight (48) to seventy-two (72) hours from the date and time of Acceptance.

D. Fees and Payments

- i. **Initial Subscription Fee:** You will be charged a \$250 Initial Subscription Fee immediately upon Acceptance as a Subscriber. This will occur approximately 24-72 hours after submitting an Application, upon notice of Acceptance from Hertz. This fee is non-refundable. However, if You review Your first Program Rental Agreement as a Subscriber and do not want to participate by renting the vehicle, you may decline to rent the vehicle and terminate your Subscription by using the contact method in subsection H. Your \$250 Initial Subscription Fee will be refunded within 30 calendar days.
- ii. **Recurring Subscription Fee:** Subscribers will be charged a Recurring Subscription Fee every twenty-eight (28) or thirty (30) days (depending on the applicable state in which the rental takes place) from the date of their Initial Rental (sometimes referred to as a "Program Month"). The amount of this Recurring Subscription Fee depends on the Program Tier selected by Subscribers at the point of Application as well as applicable taxes and rental fees. As of this edition of the Terms, the Recurring Subscription Fees are \$999 per Program Month for Tier 1 and \$1,399 for Tier 2, plus any applicable taxes and rental fees. These Recurring Subscription Fees will be charged as applicable regardless of whether a Subscriber maintains an active Program vehicle rental, so long as the Subscription is active. There is a two month minimum commitment once the first rental begins. Once a Subscriber begins their first Program rental, the first two Recurring Subscription Fees will become non-refundable and non-cancellable.
- iii. An authorization or hold amount will be placed on your applicable payment card at the outset of every Program Month. YOU AUTHORIZE HERTZ TO (1) AT THE START TIME OF EACH PROGRAM MONTH, RESERVE CREDIT WITH, OR OBTAIN AN AUTHORIZATION FROM, THE ISSUER OF THE FIRST CREDIT, CHARGE OR DEBIT CARD SPECIFIED IN YOUR APPLICATION WHICH HAS AVAILABLE CREDIT OR FUNDS, IN A REASONABLE AMOUNT THAT IS GREATER THAN THE ESTIMATED CHARGES, EXCLUSIVE OF ANY APPLICABLE DISCOUNTS OR PROMOTIONS THAT ARE APPLIED AT THE TIME OF RETURN.

- iv. As an example, for any given Program Month, Subscribers will be charged the Recurring Subscription Fee applicable for the prior Program Month, and an authorization or hold amount will be placed on their card for the subsequent Program Month Recurring Subscription Fee.
- v. The fees listed in this section of the Terms and elsewhere herein apply in addition to any other fees set forth in the Gold Terms or an applicable Rental Agreement.
- vi. You authorize Hertz to process all charges in any way incurred by You in connection with the Program and Program rentals against the payment mechanism listed in Your Application, as updated by You, or otherwise on file with Hertz. The fees listed will be charged on a recurring, auto-renewing basis unless Your Subscription is cancelled or terminated. You are responsible for any Fees due as a result of Your Subscription, even if the payment method on file with Hertz is not active or valid. You may update Your payment method by using the contact method in subsection H.

E. Rentals

- i. **Tier Changes** – If at any time an active Subscriber wishes to change their applicable Subscription Tier, they may use the contact information located in subsection H. Tier changes will take place starting with the Recurring Subscription Fee subsequent to the then-current Recurring Subscription Fee at the time of Tier change. Hertz may need at least 72 hours to process such change. Subscribers will be responsible for the Recurring Subscription Fee amount applicable to their new tier.
- ii. These Terms are not a Rental Agreement or the Gold Terms. In order to begin a Program rental, Subscribers must enter into the Gold Terms and an applicable Rental Agreement.
All Program rentals are vehicle rentals, not leases. Successive combined vehicle rentals under the program are also not a lease.

F. Term

- i. These Terms will take effect upon acceptance of the Terms at time of Application, and will continue to remain in effect until otherwise cancelled or terminated according to the procedures defined herein.
- ii. **Auto-renewal** – These Terms, Program Months, and Recurring Subscription Fees automatically renew on an ongoing Program Month basis, until the Program or these Terms are cancelled or terminated by Hertz.

G. Termination/Cancellation

- i. **Termination Before Acceptance** - You may cancel or terminate Your Subscription after submitting Your Application, but before Acceptance, without any charges or penalty. Use the contact method below in subsection H. to cancel.
- ii. **Termination after acceptance, but before the first Program Rental** – You may cancel or terminate Your Subscription after Acceptance but before the first Program rental by using the contact method below in subsection H. If you do so without reviewing the Rental Agreement at the designated rental location, you will forfeit the \$250 Initial Subscription Fee. If you cancel or terminate after reviewing the Rental Agreement, but before starting Your first Program rental, Your Initial Subscription Fee will be refunded. You will not be charged any Recurring Subscription Fees.

- iii. **Termination after the first program rental** – You may terminate Your Subscription after the first two Recurring Subscription Fees have been charged by using the contact method below in subsection H. If You do so, You will be charged the lesser of: (a) a daily rental rate of \$40 or \$50 for each day of the partial monthly rental, depending on Subscription Tier; or (b) the remaining open and active monthly Recurring Subscription Fee. If You cancel or terminate at any time within the first two Program Months, You will be charged the first two Recurring Subscription Fees.
 - iv. **Hertz Termination Rights** – Hertz reserves the right to cancel or terminate Your Subscription or the entire Program at any time for any reason or no reason whatsoever. In the event Hertz terminates Your Subscription due to Your violation of any Program Terms, Gold Terms, a Rental Agreement, or for other cause, You will be charged the remaining active monthly Recurring Subscription Fee, plus any fees resulting from the reason for Your termination, and will be notified by Hertz. If you fail to return the rental vehicle within 24 hours after termination, Hertz may report the vehicle as stolen, the vehicle may be repossessed, and You may be charged for additional Recurring Subscription Fees, plus a daily rate and any other applicable penalties and fees. If Hertz cancels the Subscription Program, You will only be charged the remaining active monthly Subscription Fee on a pro-rata basis up to the point the rental vehicle is returned.
 - v. In the event of termination by either party, all rights granted to You hereunder shall terminate, and You must return the vehicle immediately or at another time designated by Hertz. In the event of termination or cancellation, Hertz's rights hereunder remain active, and You remain liable for any fees due to Hertz.
- H. Contact** – You may contact Hertz representatives for the Program by calling 239-301-7000 option 1.
- I. Notice** – Any notices to Subscribers will be deemed provided if sent to the email address or mailing address listed in their applicable Application or as updated or on file with Hertz. Notices to Hertz must be sent to the email address listed above in subsection H.

5. Rentals

A. Initial Program Rental

- i. Initial Program rentals will occur at designated locations selected by You and Hertz at the date and time arranged between You and Hertz. Initial Program rentals must be scheduled at least forty-eight (48) hours in advance. You may be required to present Your driver license, valid form of payment, and any other materials as determined by Hertz.

B. Designated Locations

- i. Program rentals are only permitted at designated locations. Hertz reserves the right to add or remove designated locations at any time for any reason or no reason whatsoever.

C. Swapping Vehicles

- i. Subscribers are permitted to swap vehicles within the same tier up to twice (2X) per Program Month. To swap vehicles, Subscriber must call 239-301-7000 option 1 to

contact a customer care representative and arrange a Program vehicle swap. Arrangements must be made more than 24 hours in advance of a vehicle swap.

- ii. Vehicles can only be swapped at the same designated location at which the initial Program rental was picked up.
- iii. Subscribers may swap more than twice (2X) per Program Month for a seventy-five-dollar (\$75) fee per additional vehicle swap.

D. Monthly Remote Check-in

- i. In order to continue any Program rentals, Subscribers must reply to check-in emails from Hertz that will be sent every Program Month. Such emails must include accurate information regarding the operational status of the rented vehicle and vehicle mileage.
- ii. Failure to respond to such emails within five (5) days may result in termination from the Program, additional fees, vehicle repossession, and potentially Hertz reporting the vehicle as stolen.

E. Three Month Physical Check-in

- i. Subscribers must physically return Program rental vehicles every one hundred and eighty (180) days from the initial Program rental to the designated location from which the Program rental began. At that time, Subscribers may swap vehicles (subject to additional rules regarding swapping vehicles herein) or, upon Hertz's approval, keep the same vehicle. Subscribers will be notified in advance of any such scheduled physical check-ins.
- ii. Failure to physically return the vehicle every one hundred and eighty (180) days may result in termination from the Program, additional fees, vehicle repossession, and potentially Hertz reporting the vehicle as stolen.

F. Return Change Fee - A FEE OF UP TO \$500 WILL BE APPLIED IF YOU RETURN THE VEHICLE TO ANY LOCATION OTHER THAN THE DESIGNATED LOCATION FROM WHICH THE PROGRAM RENTAL BEGAN.

G. Mileage

- i. Mileage is capped at two thousand (2,000) miles per Program Month in the program. These miles may be combined and aggregated across all vehicles rented under the Program. Any unused miles will rollover into the subsequent Program Month, for up to three (3) Program Months. At the end of each three (3) Program Month period, unused miles will expire.
- ii. There will be a mileage charge of thirty-five-cents (\$0.35) per mile for any miles driven over the two thousand (2,000) mile Program Month cap.

H. Protection Products and Roadside Assistance

- i. **LDW** – Program rentals include a Loss Damage Waiver (“LDW”) for damage to Program rental vehicles. A one thousand-dollar (\$1,000) deductible will apply to the Loss Damage Waiver (LDW). As a result, You are responsible for loss of and/or damage to the Car for up to one thousand dollars (\$1,000). LDW is contingent on your compliance with the terms and conditions of these Terms, the Rental Agreement and the Gold Terms. For purposes of clarity, You may not be eligible for the purchase of Partial Damage Waiver (PDW) or Limited Loss Damage Waiver (LLDW) in connection with Your rental. You waive any claims related to the

provision of Damage Waivers or limits thereto under state law. Additional LDW terms, including applicable exclusions, can be found in the Rental Agreement, Gold Terms, and [online](#).

- ii. **Liability Protection** - WITHIN THE LIMITS STATED IN THIS SUBPARAGRAPH, HERTZ WILL INDEMNIFY, HOLD HARMLESS, AND DEFEND YOU AND ANY OTHER AUTHORIZED OPERATORS FROM AND AGAINST LIABILITY TO THIRD PARTIES, WHICH BY DEFINITION EXCLUDES ANY OF YOUR OR ANY AUTHORIZED OPERATOR'S FAMILY MEMBERS RELATED BY BLOOD, MARRIAGE OR ADOPTION RESIDING WITH YOU OR THEM OR DAMAGE TO PROPERTY OWNED BY YOU OR ANY FAMILY MEMBERS RELATED BY BLOOD, MARRIAGE OR ADOPTION, FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE, IF THE ACCIDENT RESULTS FROM THE USE OF VEHICLES AS PERMITTED BY THESE TERMS. THE LIMITS OF THIS PROTECTION, INCLUDING OWNER'S LIABILITY, ARE \$100,000 BODILY INJURY LIABILITY PROTECTION PER PERSON, \$300,000 TOTAL BODILY INJURY LIABILITY PROTECTION PER ACCIDENT, AND \$50,000 PROPERTY DAMAGE LIABILITY PROTECTION PER ACCIDENT. THESE LIMITS MAY NOT BE ADEQUATE TO FULLY COVER YOUR LIABILITY IN THE EVENT THAT YOU ARE INVOLVED IN AN ACCIDENT. THIS PROTECTION WILL CONFORM TO THE BASIC REQUIREMENTS OF ANY APPLICABLE MANDATORY "NO FAULT" LAW BUT DOES NOT INCLUDE "UNINSURED MOTORIST," "UNDERINSURED MOTORIST," "SUPPLEMENTARY NO FAULT" OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERTZ AND YOU HEREBY WAIVE AND REJECT THE INCLUSION OF ANY SUCH PROTECTION. If such protection is imposed by operation of law, then the limits of such protection will be the minimum required for primary liability protection by the law of the jurisdiction in which the accident occurs. Hertz warrants that the protection described in this subparagraph is primary with respect to any insurance coverage which You or an Authorized Operator may have. TO THE EXTENT PERMITTED BY LAW, HERTZ' DEFENSE OBLIGATIONS TO YOU OR ANY AUTHORIZED OPERATOR HEREUNDER SHALL CEASE AFTER THE APPLICABLE LIMITS OF LIABILITY PROTECTION ARE TENDERED OR EXHAUSTED.
- iii. You may not be eligible to purchase some optional insurance products from Hertz in connection with Your Program rental, including without limitation Personal Accident Insurance (PAI) / Personal Effects Coverage (PEC), Emergency Sickness Protection (ESP).
- iv. Roadside Assistance will be provided to You at no additional charge as part of the Program. Additional terms applicable to Roadside Assistance may be found in the Rental Agreement. Roadside Assistance may be contacted by calling (1.800.654.5060)

I. Additional Authorized Drivers

- i. The spouse or domestic partner (as defined in the Gold Terms) of a Subscriber may also operate vehicles rented under the Program. Subscriber remains responsible to Hertz for the actions of any such Authorized Operator drivers. Additional Authorized Operators may be added subject to the Rental Agreement and Gold Terms for an applicable fee.

- ii. For a spouse or domestic partner to qualify, they must reside at the same address as Subscriber, be at least twenty-five (25) years of age, and maintain a valid driver license.

J. Return

- i. Upon Termination or any request by Hertz, Program rental vehicles must be returned to the designated location from which the Program rental began.
- ii. Failure to return vehicles by the date and time specified by Hertz will result in termination from the Program, additional fees, vehicle repossession, and potentially Hertz reporting the vehicle as stolen.

K. No Commercial Usage

- i. Rentals under the Program are not permitted to be used for any commercial purposes.

6. Operation of the Vehicle

- A. While using Hertz Subscription Service, you must obey all laws, traffic rules, and traffic regulations governing the operation of Program vehicles and peer car rental owner vehicles. You will not access and/or use the Program in a manner that violates any law, rule, or regulation. Without limiting the foregoing, it is your sole responsibility to exercise discretion and observe all safety measures required by law, traffic rules, and traffic regulations while using the Program.
- B. You agree to never drive the Vehicle while impaired by medication, illness, fatigue, or injury. You agree not to use any illegal drugs or alcohol prior to or while driving the Vehicle and understand that we have a zero-tolerance policy for being under the influence of or drinking alcohol or taking illegal drugs when using the Vehicle.
- C. Hertz is not liable to you or any other party for your misuse of the vehicle, negligence on your part, or any other actions taken by you.

7. Privacy

- A. Our Privacy Policy outlines how we use and safeguard your information. You understand that by participating in Hertz Subscription Service, you consent to the collection, use, and disclosure of your personally identifiable information and aggregate data described in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to, and processed in the United States.
- B. You acknowledge that The Hertz Corporation has established a Privacy Policy for Rental Customers (the "Privacy Policy") with respect to the use of personally identifiable data about individuals who are customers or prospective customers of the rental businesses of The Hertz Corporation and its subsidiaries. A full copy of the Privacy Policy may be viewed on Hertz.com or by clicking on the following links: [Privacy Policy](#), [EU Privacy Policy](#)
- C. To the extent permitted by law, the vehicle maintains an active wireless connection and provides certain data to us. You consent to this connection and to our collection, use, and potential selling of data describing the Vehicle and how you are operating it, including data describing Vehicle location, as described in our Privacy Policy;
- D. We may also collect information from the device through which you are participating in Hertz Subscription Service, such as device location, to provide Subscription Service Services to you.

Any such collection methods and uses will be outlined in the applicable device application Privacy Policy.

8. Amendments

- A. Hertz reserves the right to change these Terms from time to time. We will give notice of material changes to Subscribers. Notice to the Subscriber will be considered given in the first instance of when such notice is (a) indicated and accessible [here](#), or (b) provided by email to the Subscriber's email address on file with Hertz. Subscribers agree that all changes to the Terms will be effective and binding on the effective date indicated in the notice, which at a minimum should be ten (10) days following the notice. Subscribers have the option of terminating their Subscription to the Program if he or she does not wish to accept any change to the Terms. Such termination is subject to the other applicable rules set forth herein.
- B. If a Subscriber does not terminate their Subscription within ten (10) days following notice of any changes; begins a Program rental, or swaps a Program vehicle, the Subscriber will be deemed to have accepted the changes set out in the notice.

9. Arbitration

- A. **THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THIS ARBITRATION PROVISION. Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN US 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 HERTZ EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS SUBSCRIBER.** You and Hertz 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 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. You or Hertz may commence an arbitration by providing a written demand for arbitration to the other (to Hertz, 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, Hertz 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 OR BY MAIL TO Hertz, 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.

- B. If the Arbitration Provision in the subsection above is deemed not to apply by a court of competent jurisdiction, the following will apply: With regard to Your Enrollment or Subscription in the Program (as opposed to any Program rental entered into by You), You irrevocably and unconditionally consent and submit to the laws of the State of New York.

10. Miscellaneous

- A. **Assignment** - You may not assign or transfer the rights of this Agreement in whole or in part under any circumstances. Doing so without the consent of us will be void and of no force and effect. We reserve the right to assign this Agreement in our sole discretion.
- B. **No Warranty** – This Program is provided on an “as-is” basis and Hertz provides no warranties of any kind, whether express or implied.
- C. **Limitation of Liability** – In no event shall Hertz or any of its representatives be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages arising out of or related to these Terms or any Program rental, regardless of whether such damages were foreseeable, whether or not Hertz was advised of the potential for such damages, and the legal or equitable theory on which the claim is based. Notwithstanding anything to the contrary herein, nothing in these Terms limits or disclaims any warranty or liability that cannot be limited or disclaimed pursuant to applicable law.
- D. **Choice of Law** - This Agreement will be governed by, interpreted under, and construed and enforced under the laws of the State of New York, without reference to its conflict of laws principles.
- E. **Waiver and Severability** - No term contained in any agreement governing any Program rental may be waived or changed, except in writing signed by an expressly authorized representative of Hertz. Except as provided in these Terms, rental representatives are not authorized to waive or change any term of any agreement governing any Program rental. If any one or more provisions contained in this Agreement or any document executed in connection shall be deemed invalid, illegal or unenforceable under any law, (i) unless otherwise provided under law, the validity, legality and enforceability of the remaining provisions contained herein or shall not be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by Hertz immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid, illegal or unenforceable term or provision. Failure or delay by us to exercise any right or privilege under these Terms shall not operate as a waiver nor shall any partial exercise of any right or privilege preclude any further exercise thereof.