

Effective date: 11/15/2018

## Terms and Conditions

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOUR USE OF THIS WEBSITE OR OUR SERVICES CONSTITUTES YOUR INFORMED CONSENT AND AGREEMENT WITH OUR TERMS AND CONDITIONS, PRIVACY POLICIES AND DISCLAIMERS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE YOU AGREE TO ALL OF THESE TERMS YOU MUST IMMEDIATELY STOP USING THIS WEBSITE AND OUR SERVICES.**

You (“You”, “Your”, “User”, “Owner”, “Renter”, or “Driver”) agree that by using this website or our Services as Owner or Renter you are agreeing to enter a legally binding contract with Turbo Technology, Inc., a Delaware corporation (“Transfr”, “we”, “our”, or “us”) governing the use of this site and our software, airport parking and transportation and vehicle rental services in the United States (“Services”). You represent and warrant that you have the legal authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. If you use the Services on behalf of a company, principal, or other entity, you represent that you have authority to bind them and their affiliates to these Terms and Conditions and the term “You” will refer to any entity and its affiliates. If you do not have authority to represent and bind them, you may not access or use our Services.

### **Changes to the Terms and Conditions of our Services**

Transfr reserves the right to change these Terms and Conditions at any time, for any reason and without prior notice. If we make any material changes to these Terms and Conditions, we will post the updated Terms and Conditions here and update the effective date. We have no obligation to notify you of any corrections or changes to the website or these Terms and Conditions. You should always review these Terms and Conditions before each use of our website or Services, so you fully understand the Terms and Conditions in effect and governing your use of our Services. If you do not agree with these Terms and Conditions in effect on the date you use our website or Services, you must cease using them at once.

### **Registration and Accounts**

You must be at least 21 years of age to rent a vehicle, and drivers under the age of 25 on the date of pickup must have held a valid driver’s license for at least three years (“Renter”). You must be at least 18 years of age to park and or rent your own vehicle (“Owner”). Renters and Owners must meet all of the applicable requirements in these Terms and Conditions to use our Services. When you become a Transfr member, creating an account, or use the Services you agree to: (a) provide true, accurate, current and complete information in response to all questions and forms (b) maintain and promptly update all information provided so it is accurate and current, (c) keep your account information and password safe and secure. You are responsible for all activity in and through your account and promise to immediately notify Transfr of any suspected or actual misuse of your account; and (d) authorize Transfr, and its service providers, to review, search and verify your identity, background, driving records, auto insurance, credit report, vehicle information (VIN, Carfax, etc.) and similar records as permitted by applicable law. You agree to treat Transfr and its service provider’s personnel with respect and not harass our workers. Transfr reserves the right to suspend or terminate your account and refuse any and all current or future use of the Services at its sole discretion.

## Owners and Vehicle Requirements

You authorized and appoint Transfr as your agent when you create an Owner account or park your vehicle with Transfr, and agree that we may operate, park and take all reasonable actions to facilitate rental of your vehicle to Renters. To park your vehicle with Transfr, you and your vehicle must meet all of our requirements and be an Owner. You agree to accurately describe the vehicle's year, make, model, mileage, interior/exterior condition, mechanical reliability and maintenance status and consent to photo, video, or other documentation of the condition of your vehicle.

Transfr only accepts registered, licensed, insured, late model, clean and well-maintained vehicles in great condition:

- Specifically, your vehicle at the time of parking through the later of your return date or rental period, must:
  - be in good and reliable operating condition with all systems and components fully and properly functioning;
  - have no active warning lights or alerts;
  - be properly inspected, licensed and registered as required by law;
  - have no active recalls;
  - not have a salvage title;
  - have less than 125,000 actual miles;
  - be no more than 7 years old;
  - have automatic transmission – we do not accept manual transmission vehicles;
  - have a clean interior including no smoking in the vehicle;
  - have no more than minor cosmetic damage on the exterior (small scratches and dents are OK). If you are unsure whether damage is minor, we recommend submitting photos or having the vehicle's condition verified in advance of arriving prior to your flight; and
- You are solely responsible for the full functionality of your vehicle. You are responsible for having all manufacturer recommended maintenance timely performed on your vehicle. We may ask you to provide maintenance records to confirm this.
- You must bring us the vehicle with a full tank of gas.
- We do not accept RVs or other large vehicles with more than 4 wheels, or smaller vehicles with only 3 wheels, electric vehicles, or motorcycles. We limit our Services to only enroll private passenger transportation. Because of insurance restrictions we do not accept vehicles valued at over \$50,000
- WE WILL NOT ACCEPT VEHICLES THAT DO NOT MEET OUR REQUIREMENTS. IF WE DECIDE IN OUR SOLE DISCRETION THAT YOUR VEHICLE DOES NOT MEET OUR REQUIREMENTS, WE WILL CHARGE YOU AND YOU AGREE TO PAY AND AUTHORIZE US TO CHARGE THE CREDIT/DEBIT CARD PROVIDED \$20 PER DAY FOR PARKING. WE RECOMMEND IF YOU HAVE ANY DOUBT ABOUT WHETHER YOUR VEHICLE QUALIFIES TO CONTACT US AT: (EMAIL OR PHONE, OR BOTH).
- You must remove all personal property or valuables from the vehicle. We are not responsible for any loss or damage to property you leave in the vehicle.
- You specifically represent and warrant to us the following:
  - You own or have the legal right (including under any lease) to offer the vehicle for rental;
  - any vehicle you offer for rental through Transfr is current on maintenance, mechanically sound, in safe condition, and free of any known faults or defects that would affect its safe operation under normal use;

- you have, and will at all relevant times, maintain at least the minimum automobile insurance required by the laws of the jurisdiction where the vehicle is registered; and
- you are solely responsible for any and all liability which results from or may be alleged to result from the condition of your vehicle, including, but not limited to roadside assistance, towing, property damage, personal injuries or death.

### **Tolls, Parking Tickets or Other Violations**

If you receive notice of a toll, traffic or parking ticket, fine or other violation incurred during any Rental period or by any Renter, you must report it to us within 10 days from the date you received notice of the toll or violation. We will not pay late fees resulting from late notification.

### **Owner Responsibilities**

You should drop off your vehicle when you say you will and allow yourself enough time to clear TSA and board your plane. Be sure to allow extra time to fill up with gas and during peak travel times and rush hour.

- This means you must drop your vehicle off at the time you promised with a full tank of gas and you will notify us immediately if you must cancel a listing.
- YOU are responsible if you miss your flight. Under acknowledge that under no circumstances is Transfr responsible or liable for any missed flights. We recommend you arrive at the Transfr station at least 2.5 hours prior to your flight and earlier during peak travel times.
- Transfr reserves the right to no longer allow you to park or list your vehicle in the event of repeat no-shows.
- If your vehicle becomes unrentable because of mechanical or other issues not caused by a Renter (for example, dead battery, flat tire, etc.), you authorize us to make minor repairs up to a total of \$500 to the vehicle is rentable, agree to pay and authorize us to charge your credit/debit card provided for the reasonable and customary costs of the repairs. In the event you cancel rental availability or your vehicle is not rentable under these Terms and Conditions, you agree to pay and authorize us to charge the credit/debit card provided \$20 per day for parking for the time your vehicle is parked and not rentable.
- If you don't return as scheduled and fail to notify us for 30 days, we will consider your vehicle abandoned and place a lien on it for storage fees and may tow, sell or otherwise dispose of your vehicle as permitted by law, and we will not be liable to you for any form of relief or compensation.

### **Our commitment.**

Transfr will provide:

- **Free Parking:** We provide free parking during your scheduled trip as long as your vehicle meets our requirements and is available for rent, regardless of whether it is rented.
- **Airport transport:** We will ensure the location where you agreed to drop off your vehicle includes reliable valet transfer or shuttle service to and from your airport terminal.
- We will report any accidents to our insurance carrier and assist in any claims adjustment process.

- In the event that your vehicle is damaged and unusable at the time of your return, Transfr will work with you to arrange for alternative transportation during the claims process.
- You authorize and appoint us to serve as your limited agent in the unlikely event that we need to retrieve your vehicle from an impound lot or dealing with police matters while your vehicle is parked or rented.
- We agree to pay you a percentage of the total rental income received for your vehicle rental as set forth in the Owner Payments Schedule. You acknowledge that there are no guarantees we will rent your vehicle or you that you will receive any payments while your vehicle is offered for rental with Transfr.

### **Insurance for Owners**

We provide up to \$1,000,000 in primary liability insurance to cover any third party claims against you arising out of the use of your vehicle in connection with the Services.

We provide primary liability coverage of \$1,000,000 Combined Single Limit for bodily injury and property damage for owners, renters, and Transfr. This covers claims for personal and property damage as a result of rental of your vehicle. Transfr will cover up to \$1,000,000 of damage. All insurance policies have certain limitations and exclusions, which shall govern all coverage.

### **Damage to Your Vehicle**

We will work with you if you discover damage after your vehicle is returned.

- At drop off, you must take a comprehensive set of pictures of your vehicle to ensure you're eligible for damage liability protection. This set of pictures must be provided to Transfr via email or file-share for review. The pictures provide an agreed and objective documentation of the state of your vehicle when it was checked in for rental.
- When pick up your vehicle at the end of the parking/rental term, you agree to take a second set of pictures of your vehicle immediately upon arrival as an agreed and objective documentation of the vehicle's condition at that time, and provide these photos to Transfr via email or file-share for review.
- Transfr's customer service team will compare the two sets of pictures to verify any claimed damages. You must immediately notify us if you believe damages exist that were not present on the pictures provided at drop off.
- Our insurance carrier, in its discretion, may not accept claimed damages that are not documented in the photos or if you fail to provide the photos as required.
- If you believe that a Renter has caused mechanical or other damage to your vehicle that was not detected or visible in photos, you must report it to us within 48 hours from pick-up and cooperate with our investigation of the damage.
- If our insurance carrier's claims department determines, in their sole discretion, that the Renter is responsible for the damage, Transfr will cover 100% of the actual cash value of repairs. The repair work and cost must be pre-approved by our insurance provider. We or our insurer will pay the body or repair shop directly.
- If you fail to provide notice as required or reasonably cooperate with our investigation, we may not be able to determine the cause and you agree that in that event we have no financial responsibility for the damage.
- In the event of non-recoverable theft or "total loss" our insurance company will contact you directly to resolve the loss. We reserve the right to purchase your vehicle from you at 100% of the actual cash value of your vehicle at time of drop

off. As a condition of purchase, we require that you sign a full release of claims against Transfr. We may deem the vehicle a "total loss" if repair costs exceed 90% of the vehicle's current actual cash value, and we may deem a theft non-recoverable if the vehicle has not been recovered within three weeks of the date of the initial police report. Actual cash value is determined based on our insurer's determination in the claims process.

- If you do not respond to Transfr about a damage or total loss claim within 21 days, we will consider the claim resolved, and you automatically forfeit all claims.

Things we don't cover:

- Normal wear and tear. Wear and tear occurs with normal vehicle use and includes but is not limited to: small dents, nicks, cracks, scratches, scuffs, or scrapes of 3 inches or less on the exterior and interior, as well as wear of brakes, suspension, and your engine and parts such as belts and hoses.
- We do not cover damage to interior items such as speakers, buttons/knobs/levers/switches, radios, door handles, window regulators, lock actuators, glove compartments, dashboards, cup holders, visors, sunshades, interior electrical components/parts, or cigarette lighters.
- We do not cover exterior items such as antennae, rims, curb rash on wheels, under front/rear bumpers and rocker moldings, any curb rash to the protective shields beneath the vehicle, hubcaps, bulge in tire, or trunk latches, unless there is evidence of a collision.
- We do not cover travel related expenses or losses, including but not limited to missed flights, lost luggage, or any other consequential or emotional damages.

## Insurance Claims Information

To be provided.

### COVERAGE WE DON'T PROVIDE:

**WEAR AND TEAR:** Usage of a vehicle naturally includes wear and tear. Transfr does not cover normal wear and tear on a vehicle as noted above.

**ROUTINE MECHANICAL FAILURES:** You warrant that the vehicle is free from mechanical issues and is maintained according to manufacturer specifications at the time of drop-off. Should a mechanical issue arise during a rental that is caused by routine driving, use, and operation of the vehicle, or poor maintenance, Transfr will return the vehicle to the drop-off location and it is the Owner's financial responsibility to repair the vehicle. If in Transfr's sole discretion, a repair or fix is more economical than towing the vehicle to allow continued rental or pick up by the Owner, you agree to reimburse Transfr for the cost of the repair or fix and authorize Transfer to charge the credit/debit card provided.

**PERSONAL BELONGINGS:** Transfr is not responsible for any personal belongings you leave in the vehicle, including if we must remove items from your vehicle prior to any rental. It is your responsibility to protect your valuables.

**ON OUR PARTNER PARKING LOTS:** Transfr and its partner parking lots do not provide insurance coverage in the case that your vehicle is damaged while the vehicle is parked on-lot from weather, any natural or man-made disaster, Act of God, theft, riot, unforeseen or unlawful

acts of third parties, or any other occurrence. When parking with WallyPark, you agree to adhere to their liability waiver, which indicates that WallyPark is responsible for ignition key only.

### Long-term Listings

As a vehicle owner, if you reserve parking with Transfr for more than 1 month at a time, you receive some additional special perks.

- You will receive a larger share of income generated from renting out your vehicle Owner Payment Schedule below.
- We will cover certain routine maintenance procedures, including scheduled oil changes, routine tire checks and inflation. If other vehicle maintenance needs come to our attention, we will notify you immediately and at your request may handle the required maintenance, and you authorize us to charge the credit/debit card provided or deduct from any Owner Payment the cost of such maintenance and any applicable administration fee.

### Owner Payment Schedule

Length of Rental	Your Percentage of Total Rental Income
<=30 days	20%
>30 days	30%

- We disburse Owner payments via Automated Clearing House (ACH) or PayPal within 14 days from the end of your listing.
- You remain responsible for all taxes arising out of the payments you receive from us in connection with the Services, other than taxes based on Transfr's net income.
- You agree to provide and maintain accurate contact and payment information associated with your account including, without limitation, applicable tax information. If we believe that we are obligated to obtain tax information and you do not provide the information, we may withhold all payments until the required information is provided or you document that you are not a person or entity from whom we are required to obtain tax information. Any bank fees related to returned or cancelled checks due to a contact or payment information error or omission will be deducted from reissued payments. You agree to pay all applicable taxes or charges imposed by any government entity in connection with your use of our Services. We may withhold payments if we reasonably believe you have breached the Terms and Conditions. You must notify Transfr in writing within 30 days of receipt of any payment you wish to dispute. Failure to dispute any payment within 30 days receipt constitutes your waiver of any claims relating to the payment.

### Renter Requirements

To be eligible to rent a vehicle from Transfr you must:

- be at or over the age of 21,
- drivers below the age of 25 must have been licensed for at least three years
- have a valid US driver's license
- have a valid credit card
- have less than three points on your driving record
- have no major violations, including but not limited to, alcohol/drug related incidents, reckless driving, or speeding 25 miles plus over the speed limit. All of these

requirements apply to any additional authorized drivers using the vehicle with Renter. Letting someone who does not meet these requirements, and who is not authorized by us, drive the vehicle is a breach of these Terms and will void our obligations to you

- Motor Vehicle Records shall be provided on all prospective "Renters" prior to formal acceptance into the Transfr program by Transfr partner Checkr.com

Acceptance of a Renter into the Transfr program shall be in the sole discretion of Transfr

## **VERIFICATION**

When you book a rental vehicle from Transfr you will provide us with certain information about yourself to help us verify your identity in order to become a "Verified Driver". By doing so Transfr has the right to undertake screenings, checks and processes designed to help verify or check your driver's license validity, driving history and your identity. Transfr may in its own discretion use a third party service for verification of the information you have provided to us and to obtain additional related information and corrections where applicable and you hereby authorize Transfr to request, receive, use and store such information. Transfr may approve or reject your request to become a "Verified and approved driver" in its sole discretion.

## **Renter Rules and Responsibilities**

You must drive safely and responsibly. Read these rules carefully! Failure to follow any of our Renter and Safety rules is a material breach of this Agreement, and results in immediate termination of your eligibility to operate the vehicle and voids any insurance or damage coverage you have purchased, or we may provide. You specifically acknowledge and agree to the following:

- You are driving someone else's vehicle, please treat it as you would treat your own vehicle.
- Only you, as the Verified Driver listed in the Agreement, may drive the vehicle. You are solely responsible for any damage, injury, violation of law or regulation, or anything else that happens to the vehicle during the rental period. You authorize us to charge the credit/debit card provided and agree to pay us \$250 if an unauthorized person drives the vehicle.
- Obey all traffic rules of every state where you drive the vehicle. You agree to the mileage limit set at the beginning of the rental period and if you exceed the mileage limit, you agree to pay, and authorize us to charge the credit/debit card provided and agree to pay a per mile charge of \$1.00 per mile that will be paid directly to the owner of the vehicle.
- You may not use a Transfr vehicle for any of the following:
  - Use or lend the vehicle for any commercial purposes, including but not limited to, driving for Uber, Lyft, transporting goods or people for hire or compensation;
  - Drive or otherwise transport the vehicle outside of the United States;
  - Commit a felony or engage in any criminal behavior, or drive a passenger who engages in criminal acts;
  - Transport explosives, chemicals or other hazardous materials.
  - Drive the vehicle in a reckless manner, including but not limited to, contests of speed or motor racing, including training or practice for the same, driving on unpaved roads
  - Use the vehicle to pull, push or tow anything;
  - Deliberately damage or vandalize the vehicle;

- Overload the vehicle with people or stuff;
- Use any tobacco or other product that could leave an order in the vehicle; or
- Transport any pet or other animal;
- Gross negligence or willful and wanton conduct by Verified Driver or passengers; or
- Driving under the influence of alcohol, marijuana, prescription or other drug or substance that impairs your driving ability regardless of legality of the substance.
- We have the right to seize the vehicle or report it stolen if you fail to timely return the vehicle as required in the Agreement. You agree that you are responsible for any costs that arise in connection with your prohibited use of the vehicle and waive any and all claims against Transfr arising from your misuse of the vehicle.
- Remember, if you, or anyone you authorize to drive, engage in prohibited uses of the vehicle, or if you fail to meet the eligibility requirements, we or the insurer may void any insurance coverage or reduce coverage to any state mandated minimum liability limits, and you shall be held responsible for any resulting damages, claims and liabilities.
- You represent that you are, and will remain at all times, in a proper physical, mental and emotional condition to operate a motor vehicle.

You are responsible for returning the vehicle, in the same great condition it is received.

- Return the vehicle in the same good and clean condition as delivered to you. You agree to clean any spills, stains, odors or other messes, and remove all trash prior to return. You agree to pay and authorize us to charge the credit/debit card provided a cleaning fee of \$250 dollars if the vehicle is returned dirty or otherwise not in the same condition as delivered.
- If you smoke or vape in the vehicle, you agree to pay and authorize us to charge the credit/debit card provided an agreed cleaning charge of \$400 to cover the cost of cleaning and treatment to remove any odors.
- Return the vehicle with the same amount of gas in the tank as noted at pickup, generally this will be a full tank. You agree to pay and authorize us to charge the credit/debit card provided a \$15 service fee plus the current market cost of the gas to refill it.
- If you damage the vehicle in any manner, we will charge you and you agree to pay and authorize us to charge the credit/debit card provided to pay all damages including, but not limited to, the applicable damage fees set forth in the damage fee schedule below. In the event the damage amount exceeds the available balance or is otherwise declined by your credit/debit card issuer or bank, you agree to pay us by ACH, wire transfer or check within 5 business days, any unpaid balance for the damages.
- Don't steal or otherwise fail to return the vehicle. We will immediately report it to the police.
- If the vehicle is stolen you must: (1) immediately notify Transfr and promptly return the original ignition key; (2) file a police report within 24 hours after discovering the theft; (3) cooperate fully with Transfr, police, and other authorities in all matters connected with the investigation of the theft.

You promise to pick up and return the vehicle on time.

- You must arrive on time, and no event later than 2 hours of your scheduled pick-up time, or we will consider you a "no-show". We we will no longer guarantee a vehicle for your reservation. If you are a "no-show", or you cancel your reservation less than 24 hours prior to your scheduled pick-up time, you agree to pay and authorized us to charge the credit/debit card provided a \$50 cancellation fee, regardless of the cost of your original



rental. If you cancel your reservation more than 24 hours prior to your scheduled pick up time, you will not be charged a cancellation.

- You must return the vehicle on time to the correct Transfr location, or you will be charged a late fee, which you agree to pay and authorize us to charge to the credit/debit card provided. If you are more than one hour late, you will be charged 25% of your daily rental rate. If you are more than one day late, you will be charged 200% of your daily rate per day. If you do not contact us within 24 hours of your scheduled return time, the vehicle will be reported as stolen to the relevant authorities and you may be charged additional fees.
- You may extend your rental if the vehicle is available at the current applicable daily rental rate, provided you contact us at least 24 hours before the scheduled return time. If the owner of your vehicle is returning and scheduled to pick up their vehicle before any requested extension of the rental period, we will ask you to return to Transfr to exchange the vehicle for another vehicle, subject to availability.
- When you return the vehicle, we conduct a post-rental inspection to verify the vehicle condition is the same as when you picked-up. After processing the return, our shuttle is available for you to take to the nearest airport if you so choose. Please allow sufficient time to return the vehicle so you do not miss a flight. We suggest contacting the airport for recommended arrival times for ticketing and checking current traffic conditions. Transfr is not responsible for any delays or missed flights.

You can purchase an optional collision damage waiver. We may require a collision damage waiver for some Renters.

- YOUR RENTAL DOES NOT INCLUDE ANY COLLISION, COMPREHENSIVE OR OTHER INSURANCE COVERAGE FOR YOU. Things happen, we get it. But you remain 100% responsible for any damage that occurs to any vehicle that you rent regardless of who is at fault, including without limitation, any natural disaster, earthquake, fire, flood, tsunami, riot, government action, or other natural or manmade disaster. In the event that a third party is responsible for damages, you understand and agree that you remain solely responsible to pursue the at-fault driver or the at-fault driver's insurance provider (the legal term for this is "subrogation"), and that Transfr has no responsibility to pursue or assist in pursuing any third party. Neither Transfr, or its insurers, do not cover expenses for your pain or suffering, your medical costs, or any other consequential or emotional damages you may suffer, and you knowingly waive any claims to such damages by entering this Agreement. If you cause property damage or injure someone as a Renter, you are solely responsible for all such damages or injuries.
- If at the time of rental you purchase a property damage waiver for an additional fee, a portion of total damages will be covered depending on the level of coverage you choose to purchase.
- Transfr offers the following limited Collision Protection Packages:
  - The Transfr Basic package: Transfr will cover damages to the rented vehicle in any collision or comprehensive claims, and the Renter only will be responsible for paying the first \$2500 in damages or applicable deductible.
  - The Transfr Premium package: Transfr will cover damages to the rented vehicle in any collision or comprehensive claims, and the Renter will be responsible for paying the first \$750 in damages or applicable deductible.
- Please note that all Collision Protection packages also cover towing expenses related to a damage claim.
- If you intentionally conceal or misrepresent any material fact or circumstance relating to Collision Protection Package, any claims or the rental agreement, then any Collision

Protection Package purchased is void and Transfr, or its insurance providers have no obligation to insure or indemnify you in any manner.

- If you do not elect to purchase one of our limited Collision Protection packages, you must provide us with proof of insurance for you valid during the rental period.

You understand that we will automatically charge you and you agree to pay and authorize us to charge the credit/debit card provide for any loss or damage that occurs during your rental and for administrative fees associated with these issues.

- We will place a \$300 security hold on your credit/debit card during the rental period (or \$500 for Verified Drivers under age 25). Depending on your card issuer it may take up to 2 weeks for this hold to be removed.
- Transfr will not accept, consider or administer third party insurance during claim management; we only work with our insurance provider. If you do not purchase our insurance, we will charge all repair costs to you, and it is your sole responsibility to pursue reimbursement or compensation from your insurance carrier.
- Should any damage to the vehicle occur during your rental, you agree to pay and authorize us to immediately charge the credit/debit card provided for the entire amount you are responsible for under the Collision Protection package purchased.

By entering into this Rental Agreement you specifically agree to Transfr's pre-set prices for the most common damages to vehicles. If the damage to the vehicle is categorized on the table below, we will charge you and you agree to pay, and authorize us to charge the credit/debit provided for this pre-set damage regardless of the actual cost of the repair. By using our service.

<b>Description of Damage</b>	<b>Pre-set Charge</b>
Scratch to Paint more than 3 inches long	\$300
Paint Damage (no body damage) to front bumper	\$300
Paint Damage (no body damage) to back bumper	\$300
Body damage to front bumper	\$750
Body damage to back bumper	\$750
Broken Driver or passenger Side Mirror	\$200
Body Damage of 6 inches or less	\$500
Broken Windshield	\$450
Cracked or Chipped Windshield Repairable	\$125
Interior Smoke Odor	\$400
Curb Rash To Wheel Alloy	\$175 per wheel
Curb Rash To Chrome Wheel	\$250 per wheel

One inch or less door ding with no paint damage	\$75
One inch or more door ding with no paint damage	\$150
One inch door ding with paint damage	\$175
Broken Side or passenger Door Window	\$200
Smart Key Replacement cost	\$450
Interior Detail for Stain Removal	\$250
Vinyl Repair for one inch	\$100
Tire Repair I.e. Plug/Patch	\$50
Tire Replacement	\$225
Front End Alignment	\$150

- You acknowledge and agree that you are ultimately responsible for damage to the vehicle, regardless of whether your insurance company pays. Transfr will only administer its own damage protection plans. Transfr cannot assist you with filing a claim with your insurance company, although you will have access to all the information necessary to do so.
- If the payment made under the Collision Protection Package selected exceeds the cost of repairs, Transfr will refund the unused balance within fifteen (15) days.
- You are also responsible for paying any parking tickets, traffic tickets or fines, tolls, impounding or towing fees, lost keys, Administrative Fee or other costs incurred related to your rental. We will charge you additional administrative fees if you do not pay these fees in a timely manner. You agree to pay and authorize us to automatically charge the credit/debit card provided to pay for these costs and fees, in addition to a \$50 PER occurrence administration fee.
- You also agree to pay and authorize us to charge your credit/debit card for any administrative fees associated with dealing with claims issues. Administrative fees include:

<b>Issue</b>	<b>Administrative Fee</b>
Damages/repairs between \$100.01-\$500	\$50
Damages/repairs between \$500.01-\$1,500	\$100
Damages/repairs over \$1500	\$150
Damage to products associated with Transfr Add-On	\$15
Parking Tickets and Traffic Violations	\$50 per occurrence
Tolls	\$25 per occurrence

Lost Keys/Key Fob	\$50 per day that the vehicle is unusable (unless you have purchased Roadside Assistance)
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- If you fail to pay any charges, fees, or costs when due, we will charge you a late fee of 2% per month and for all costs and fees, including attorneys' fees, administrative fees and any other costs associated with collecting amounts owed to Transfr. You agree to pay and authorize us to charge the credit/debit card provided for these amounts.
- If we are unable to charge your credit/debit card for the amounts listed above, for any reason, Transfr may use other legal means to recover funds, including without limitation, retaining a debt collection agency, arbitration or other legal action.

Transfr will report all claims to the insurance carrier contact, within a timely manner, after being made aware of the claim. The insurance carrier claims contact holds authority over any claims process. Transfr does not have the authority to settle any claims without them going through the proper claims handling process.

### Transfr's Responsibilities to Renters

Renters and Verified Drivers operating a vehicle under this Agreement are protected against liability for causing property damage, bodily injury or death for third parties up to the minimum financial responsibility limits required by the law of the jurisdiction in which the accident occurs. The limit for bodily injury sustained by any one person includes any claim for loss of that person's consortium or services. If applicable law extends this protection to a non-permitted driver, the same limits shall apply. Except as required by law to be primary or excess, any protection provided by us shall be agreed to be secondary to, and not in excess of, any applicable insurance available to you, or any other driver, from any other source, whether primary, excess, secondary or contingent in any way. You understand and agree that unless required by applicable law, we do not provide supplemental, no fault, non-compulsory uninsured or underinsured motorist coverage, or any other optional or rejectable coverage and you and we specifically reject all such coverage to the fullest extent permitted by law. In the event any of these coverages are required or implied by law, you agree that the limits will be the minimum required under the applicable law. To the extent permitted by law, you rejecting uninsured or underinsured motorist and all optional insurance coverages, including any policy of insurance or certificate of self-insurance in connection with this agreement, for yourself and all passengers in the vehicle. You understand that uninsured and underinsured motorist coverage protects you and other passengers in a vehicle 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.

- We provide supplemental liability coverage of \$1,000,000 for bodily injury and property damage to third parties caused by you while you are driving a vehicle rented from Transfr. This means that if you have not violated these Terms and Conditions or any Rental rules and the vehicle you are driving causes personal or property damage while rented, Transfr will cover up to \$1,000,000 of liability, **but only after your coverage from your primary insurance provider has been exhausted.**

Transfr is there for you if things go wrong.

- The unexpected can happen when driving, so please tell us if they do!
- If you experience mechanical problems, you should immediately stop driving and contact us. Transfr will help you arrange roadside assistance and if the issue is caused by a pre-existing problem we'll cover the cost of roadside assistance.
- If you are in an accident, get to a safe location, call 911 if you need immediate assistance or medical attention and then call us.
- Do not abandon the vehicle at any point in your rental, even if you are in an accident or experience mechanical failure. You remain responsible for the vehicle.
- Don't forget to obtain the driver's license and insurance information of any other parties involved in an accident. This is required to file a claim if it's their fault. You must provide us with a copy of any police report issued involving an accident. You also may need this information to contact their insurance company for payment. We recommend you take photos of driver documents and any vehicle damage of all vehicles involved.
- We reserve the right to terminate your rental immediately if we determine in our opinion that you caused an accident.

### **Available Vehicles**

- As you know, we rely on Owners to park and make available their own personal vehicles to Renters. When you reserve with us, you select a desired class or type of vehicle. If the exact vehicle or class of vehicle you request is not available. In that case, we may substitute a different vehicle that is of the same class or type or better, including the same number of allowable passengers as your original choice. In the event the substituted vehicle has a lower rate, we will refund you the difference.
- If for any reason, we are unable to provide you with a vehicle, we will refund your money and transport you to another rental vehicle facility within 5 miles from the location.

### **Proprietary Rights**

You acknowledge and agree that our Services, software, aggregated data derived from the Services, and any content available on this website or made available in connection with our Services contain proprietary and confidential information protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or authorized by Transfr or its third-party service providers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on our website, Services, software, data or content, in whole or in part.

Transfr grants you a personal, revocable, non-transferable and non-exclusive license to access and use the Services provided that you do not (nor allow any third party to) copy, modify, create a derivative work, reverse engineer, reverse assemble or attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Services. You agree not to access the Services by any means other than through the applications and interfaces that provided by Transfr.

The term "Transfr", the Transfr logo and any Transfr related logos, product and service names are the exclusive trademarks, copyrights and intellectual property of Transfr, and you may not use or display the trademarks in any manner without Transfr's prior written agreement. Any third-party trademarks or service marks displayed on our website or through the Services are the property of their respective owners, and Transfr makes no claims to such third-party marks.

Transfr reserves all rights not expressly granted hereunder.

## **USE OF THE WEBSITE**

### **Intended Users**

The Transfr website and the Services are intended for use by individuals residing in the United States who lawfully possess a valid driver's license issued by one of the fifty states and meet the respective minimum age requirements of the Terms and Conditions.

### **Intellectual Property Rights and the Website**

The Transfr website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video, audio, design, selection and arrangement), are owned by the Transfr, its licensors or respective third-parties and protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms and Conditions permit you to use our website for your personal, non-commercial use only. You shall not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our website, except as follows:

- Your computer may temporarily store copies of in RAM incidental to your accessing and viewing those materials.
- You may store files as automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- In the event we offer desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by all applicable end user license agreement, terms of service and privacy policies for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by the respective platform.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video/audio sequences, or any graphics separate from any accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from our website or Services.

You must not access or use for any commercial purposes any part of the website or any services or materials available through the website.

If you wish to make any use of material on the website other than that set out in this section, please address your request to: [hello@transfr.co](mailto:hello@transfr.co).

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the website in breach of these Terms and Conditions, your right to use the website and the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the website or any content on the website is transferred to you, and all rights not expressly granted are reserved by the Transfr. Any use of the website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark and other laws.

## **Trademarks**

The Transfr name, logo and all related names, logos, product and service names, designs and slogans are trademarks of Transfr and its affiliates or licensors. You may not use these marks without the prior written permission of Transfr. All other names, logos, product and service names, designs and slogans on this website are the trademarks of their respective owners.

## **Prohibited Uses**

You may use the website only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use the website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms and Conditions.
- To transmit, or otherwise send, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or other solicitation.
- To impersonate or attempt to impersonate the Transfr, a Transfr employee, any user or other person or entity including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the website, or which, as determined by us, may harm the Transfr or users of the website or expose them to liability.

Additionally, you agree not to:

- Use the website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the website, including their ability to engage in real time activities through the website.
- Use any robot, spider or other automatic device, process or means to access the website for any purpose, including monitoring or copying any of the material on the website.
- Use any manual process to monitor or copy any of the material on the website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the website.

- Introduce any viruses, trojan horses, worms, logic bombs or other code, software or material that is malicious, technologically harmful, interferes with our operations or attempts to monitor or website or any user of our website.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the website, the server on which the website is stored, or any server, computer or database connected to the website.
- Attack the website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the website.

## User Contributions

The website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the website.

All User Contributions must comply with the Content Standards set out in these Terms and conditions.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms.

We may, in our sole discretion, permit you to submit User Contributions that upload, publish or otherwise make available through the Services text, audio, photos and/or video content and information, including comments and feedback related to the Services, initiation of support requests, and submission of entries for contests or other promotions. You own your User Contributions, you grant Transfr a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Contributions in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Transfr's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Contributions or you have all rights, licenses, consents and releases necessary to grant Transfr the license to the User Contributions; and (ii) neither the User Contributions, nor your submission, uploading, publishing or otherwise making available of such User Contributions, nor Transfr's use of the User Contributions as permitted



herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not submit User Contributions that are defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive. Transfr may, but has no obligation to, review, monitor, or remove User Contributions, at Transfr's sole discretion and at any time and for any reason, without notice to you.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the website.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the website or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the website.
- Terminate or suspend your access to all or part of the website for any or no reason, including without limitation, any violation of these Terms and conditions.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## **Content Standards**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## **Copyright Infringement**

If you believe that any User Contributions violate your copyright, please send us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

## **Reliance on Information Posted**

The information presented on or through the website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the website, or by anyone who may be informed of any of its contents.

This website includes content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **Please review our Privacy Policy**

By using our website, you consent to all actions taken by us with respect to your information subject to our Privacy Policy.

## **Termination**

You agree that Transfr may, under certain serious circumstances and without prior notice, immediately terminate your account and/or access to the Services. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the Terms and Conditions or other Transfr policies or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Services), (e) unexpected technical or security issues or problems, (f) extended periods of account inactivity, or (g) nonpayment of any fees owed by you in connection with the Services. Termination of your account may include (a) removal of access to all offerings within the Services, (b) deletion of your information associated with your account, and (c) barring your further use of the Services. You agree that all terminations for cause shall be made in Transfr's sole discretion and that Transfr shall not be liable to you or any third party for any termination of your account or access to the Services.

## **Disclaimer of Warranties, Limitations of Liability, and Waiver of Claims**

YOU ACKNOWLEDGE AND UNDERSTAND THAT ALL INFORMATION, CONTENT, SOFTWARE, VEHICLES, ACCESSORY PRODUCTS, PARKING, AIRPORT TRANSPORTATION AND SERVICES ARE PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTY. YOU AGREE THAT TRANSFR IS NOT RESPONSIBLE FOR RENTER, OWNER OR THIRD-PARTY ACTIONS OR OMISSIONS, MAY NOT OWN OR OPERATE THE VEHICLES MADE AVAILABLE THROUGH THE SERVICES, AND IS NOT RESPONSIBLE FOR ANY VEHICLE DAMAGE, AVAILABILITY, MAINTENANCE OR RELIABILITY OF ANY VEHICLE. TRANSFR AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, SERVICE PROVIDERS, AGENTS, PARTNERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES WITH REGARDS TO SUCH INFORMATION, CONTENT, SOFTWARE, VEHICLES, ACCESSORY PRODUCTS, PARKING, AIRPORT TRANSPORTATION AND SERVICES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT. TRANSFR AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, SERVICE PROVIDERS, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (a) THE VEHICLES, ACCESSORY PRODUCTS, PARKING, AIRPORT TRANSPORTATION AND SERVICES WILL MEET YOUR REQUIREMENTS; (b) THE VEHICLES, ACCESSORY PRODUCTS, PARKING, AIRPORT TRANSPORTATION AND SERVICES WILL BE AVAILABLE OR UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (c) THE QUALITY OF ANY VEHICLE, ACCESSORY PRODUCTS, PARKING, AIRPORT TRANSPORTATION, INFORMATION OR OTHER PRODUCTS USED WILL MEET YOUR EXPECTATIONS OR NEEDS; AND (e) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO STATEMENT OR WRITING BY TRANSFR OR ITS AGENTS WILL CREATE ANY WARRANTY OR MODIFY THESE TERMS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE TO RELEASE TRANSFR, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, SERVICE PROVIDERS,

AGENTS, REPRESENTATIVES, EMPLOYEES, PARTNERS AND LICENSORS (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY IN CONNECTION WITH YOUR USE OF THE SERVICES INCLUDING BUT NOT LIMITED TO ANY VIABILITY, USE, OPERATION OR MALFUNCTION OF THE VEHICLES, ACCESSORY PRODUCTS, PARKING, AIRPORT TRANSPORTATION, OR TRANSFR WEBSITE. YOU PROMISE NOT TO SUE THE RELEASED PARTIES FOR ANY CLAIMS, ACTIONS, INJURIES, DAMAGES, OR LOSSES ASSOCIATED WITH SUCH USE OF THE SERVICES. YOU ALSO AGREE THAT IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR USE OR MISUSE OF THE VEHICLES, ACCESSORY PRODUCTS, PARKING, AIRPORT TRANSPORTATION OR SERVICES, (B) YOUR DEALINGS WITH THIRD-PARTY SERVICE PROVIDERS OR ADVERTISERS. IN CONNECTION WITH THE SERVICES, OR (C) ANY DELAY OR INABILITY TO USE THE VEHICLES, ACCESSORY PRODUCTS, PARKING, AIRPORT TRANSPORTATION OR SERVICES EXPERIENCED BY YOU, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF TRANSFR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY CLAIM OR DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IF ANY LAWS LIMIT THE EXCLUSION OR LIMITATION OF DAMAGES, YOU AGREE THAT SUCH DAMAGES ARE LIMITED TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW AND YOU FURTHER AGREE THAT OTHER THAN OUR OBLIGATIONS TO PAY OWNERS OR RENTERS PURSUANT TO THESE TERMS AND CONDITIONS, SUCH AS UNDER A PROPERTY DAMAGE PROTECTION PLAN, IN NO EVENT SHALL TRANSFR'S LIABILITY EXCEED THE GREATER OF (1) THE AMOUNTS PAID TO YOU BY TRANSFR IN THE LAST TWELVE MONTH PERIOD PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY OR (2) ONE HUNDRED U.S. DOLLARS (\$100). THE WAIVER, LIMITATION OF LIABILITY AND DAMAGES SET FORTH IN THESE TERMS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN MATERIALLY RELIED ON BY TRANSFR AND YOU.

IF YOU ARE A CALIFORNIA RESIDENT YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE THE BENEFITS OF, SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, (AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY), WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

### **Indemnification**

You agree to defend, indemnify and hold Transfr and its subsidiaries, affiliates, officers, agents, service providers, representatives, employees, partners and licensors harmless from any claims or demands, including damages, losses, costs, expenses and reasonable attorneys' fees, made by any third-party due to or arising out of your use of the Services, your violation of the Terms and Conditions, your violation of any law, rule, regulation, ordinance or your violation of any rights of another person or entity.

### **Dispute Resolution, Agreement to Arbitrate, Class Action and Jury Trial Waiver**

PLEASE READ THIS SECTION CAREFULLY AS YOU ARE WAIVING YOUR RIGHT TO BRING CLAIMS IN COURT AND TRIAL BY JURY.

If we cannot informally resolve a issue related to the Terms and Conditions or use of our Service, you and Transfer agree to solve most disputes in arbitration, with certain limited exceptions. Y you agree that disputes between you and Transfr arising out of or relating to this Terms and Conditions, use of our Services or renting a vehicle from Transfr will be governed by the arbitration procedure outlined below.

- Informal Dispute Resolution: We hope to to address your concerns without resorting to formal legal action. Before filing a claim against Transfr, you agree to try to resolve the dispute informally by contacting hello@transfr.co. We will also l try to resolve the dispute informally by contacting you through email. If a dispute is not resolved within 15 days after submission, you or Transfr may bring a formal proceeding.
- Agreement to Arbitrate. You and Transfr agree to resolve any disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.
- OPT-OUT OF AGREEMENT TO ARBITRATE: YOU CAN DECLINE THIS AGREEMENT TO ARBITRATE BY CONTACTING HELLO@TRANSFR.CO WITHIN 30 DAYS FROM THE DATE YOU FIRST CREATED AN ACCOUNT AND STATING THAT YOU (INCLUDE YOUR FIRST AND LAST NAME) DECLINE THIS ARBITRATION AGREEMENT.
- Arbitration Procedures: The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in Los Angeles, California, or any other location we mutually agree. If the claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Transfr submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary.
- Arbitration Fees: The AAA rules will govern payment of all arbitration fees. Transfr will pay all arbitration fees for claims where the amount in dispute is less than \$75,000 provided your claim is not frivolous. Transfr will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.
- Exceptions to Agreement to Arbitrate: Either you or Transfr may assert claims, if they qualify, in small claims court in Los Angeles (CA) or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.
- Collections: In the event you fail to pay amounts owed to Transfr, Transfr may use all lawful efforts to recover the amount owed. This includes, without limitation credit reporting, debt collection (including by a third-party services) and/or arbitration as described above.
- CLASS ACTION WAIVER: YOU MAY ONLY RESOLVE DISPUTES WITH TRANSFR ON AN INDIVIDUAL BASIS, AND MAY NOT BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU ARE WAIVING ANY RIGHT TO JOIN A CLASS ARBITRATION, CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SEEK TO CONSOLIDATE YOUR ARBITRATION WITH ANOTHER ARBITRATION PROCEEDING AGAINST TRANSFR.
- Governing Law: The Terms an Conditions and resolution of any disputes shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws principles.
- Judicial Forum for Disputes and Jury Trial Waiver: In the event that the agreement to arbitrate is found not to apply to a dispute, you and Transfr agree that any judicial

proceeding (other than small claims actions) will be brought in the federal or state courts of Los Angeles County, California and consent to venue and personal jurisdiction of such courts and to waive our right to a jury trial.

Limitation on Claims: Regardless of any statute or law to the contrary, any claim or cause of action arising out of or relating to this Policy or your renting a vehicle from Transfr must be filed within one (1) year after such claim or cause of action arose, or else your claim or cause of action will be barred forever.

### **Contact Transfr**

The Services are offered by Transfr, Inc. located 351 S. Fuller Ave, Unit 8H, Los Angeles, California 90036. If you have a question, concern or complaint, you can reach us by email at [hello@transfr.co](mailto:hello@transfr.co).

### **Notice for California Users**

Under California Civil Code Section 1789.3, California users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

### **Notifications, Electronic Communications and Mobile Messaging**

You agree that we may provide you notices by email, hard copy writing or by conspicuous posting on website or app in our sole discretion. All notices, disclosures and other communications that we provide to you electronically shall satisfy any legal requirement that such communications be in writing.

If you access the Services via a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. You agree that we may communicate with you by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information.

### **General**

You agree that no joint venture, partnership, employment or agency relationship exists between you and Transfr as a result of the Terms and Conditions or your use of the Services. The Terms and Conditions constitute the entire agreement between you and Transfr with respect to your use of the Services. The failure of Transfr to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect. You may not assign, delegate or otherwise transfer your account or your obligations under these Terms and Conditions without the prior written consent of Transfr. Transfr has the right, in its sole discretion, to transfer or assign all or any part of its rights under these Terms and will have the right to delegate or use third party contractors to fulfill its duties

and obligations under these Terms and in connection with the Services. Section titles and headings in the Terms are for convenience only and have no legal or contractual effect.