

AVIS RENT A CAR – AVIS APPS

TERMS OF USE

Avis Rent A Car provides tablet, smartphone and other applications and platforms to our customers, which may include applications running on devices and platforms available through third parties (collectively, the “Avis App”). Please read these Avis App Terms of Use (the “Terms”) carefully before continuing on with your use of the Avis App. The Avis App is provided by Avis Rent A Car System, LLC, 6 Sylvan Way Parsippany, NJ 07054, Tel. 1-800-352-7900 (“Avis”).

THE AVIS APP AND INFORMATION ON IT IS CONTROLLED BY AVIS IN THE UNITED STATES, PLEASE SEE OUR [PRIVACY NOTICE](#) FOR FURTHER INFORMATION.

These Terms shall govern the use of the Avis App, including all updates and upgrades to the Avis App, and apply to all Internet traffic visiting via the Avis App. PLEASE NOTE THAT BY AGREEING TO THESE TERMS YOU ARE ALSO AGREEING TO AUTOMATIC UPDATES AND UPGRADES. YOU CAN CHANGE YOUR DEVICE SETTINGS TO TURN OFF AUTOMATIC UPDATES AND UPGRADES.

If you choose to continue to use or access the Avis App you recognize that Avis has provided valuable consideration by offering the Avis App free of charge, and in exchange for that valuable consideration, you agree to the Terms hereof. The Terms are meant to protect Avis and all of our Avis App users and your use of the Avis App signifies your agreement with these Terms. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE OR ACCESS THE AVIS APP.

THESE TERMS INCLUDE AN AGREEMENT TO SUBMIT CLAIMS EXCLUSIVELY TO INDIVIDUAL (NON-CLASS) ARBITRATION. SEE BELOW

CHANGES

Avis reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms at any time and will post notice on the Avis App of such modified Terms. If you continue to use the Avis App, check for notice of changed Terms. If Terms have been changed, immediately read them. By choosing to continue to use or access the Avis App after we have posted notice of such modifications, alterations or updates, you agree to be bound by such revised Terms.

ELIGIBILITY FOR AVIS APP

The Avis App is available for download and use for Eligible Mobile Devices. Eligible Mobile Devices means a compatible wireless internet-enabled mobile phone or other comparable mobile device.

AVIS PREFERRED® AND ELIGIBILITY FOR CERTAIN SERVICES

Some features and services of the Avis App are only available for members of the Avis Preferred® program. A membership in Avis Preferred® is complimentary. In addition to these Terms, Avis Preferred® members are subject to the [Avis Preferred® Global Rental Terms and Conditions and the Avis Preferred® Program Terms and Conditions](#). To learn more and enroll, click: [Avis Preferred Program®](#). You can still use limited features of the Avis App without enrolling in Avis Preferred®.

In addition to these Terms, the [Privacy Notice](#) and, if applicable, the [Avis Preferred® Global Rental Terms and Conditions and Avis Preferred® Program Terms and Conditions](#), your use of the Avis App and certain services may also require and/or be subject to: (i) a valid credit card on file with Avis, (ii) a valid driver's license on file with Avis, (iii) your rental location must offer and support the feature and/or service, and (iv) the rental car must support the feature and/or service.

We reserve the right to add and remove features in our sole discretion. Not all cars or rental locations are equipped to support all features. Some features may not be available if you change your reservation or return location.

CHARGES

Avis will not charge you for using the Avis App. However, charges will apply for Avis car rental services. Further, your telecommunications services provider may impose data charges when you use the Avis App.

PRIVACY

Your personal information when using the Avis App will be handled and processed in accordance with Avis's Privacy Notice. By using the Avis App, you consent to your personal data being exported to countries other than the country where you rented the car, including to the United States of America. For more information, please review our full [Privacy Notice](#).

Additionally, by using the Avis App, you acknowledge and agree that wireless and/or internet transmissions are never completely private or secure. You understand that any message or information you send using the Avis App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

DEVICE GPS

We may collect location markers using the GPS in your device. Knowing approximately where you are helps the Avis App provide you better service, such as finding the nearest Avis rental location near you. This also helps us send you push notifications or other communications based on your location (for example, nearby special offers) and for providing certain services such as arrival and return notifications, providing information about vehicle location, available upgrades, etc. (See Electronic Communications below). We will only share this information with third parties to assist us in providing our services or services you request.

To ensure you receive proper notifications, we will need to collect certain information about your device such as operating system and user identification information. If you change your mind about sharing your location or receiving push notifications from the Avis App, adjust the settings of your mobile device to turn off transmission of geolocation data or to stop transmission of push notifications at any time. If you do turn these features off, you will not receive information tailored to your location or special location-based offers.

ELECTRONIC COMMUNICATIONS

The functionality of the Avis App service relies on electronic communications. You agree that we may send push notifications to your device. You may also opt- into receiving text messages and email messages to the telephone and email addresses that you have registered with us. We may communicate with you using push notifications, text messages and email messages in connection with (i) your rental reservations, (ii) your rental transactions, (iii) your use of Avis Preferred® (if enrolled), and (iv) offers and promotions that may be of interest to you. You may opt-out at any time from marketing and other communications by changing your communication preferences

within the Avis App, by following the instructions in our communication to you, or updating preferences in your profile. You may also contact us at Avis Rent A Car System LLC, P.O. Box 699000, Tulsa, OK 74169-9000 to withdraw your consent. Please note that we may still send you messages about your rental transactions, Avis Preferred® account status (if enrolled) and certain other messages, subject to applicable law.

UPDATES AND UPGRADES

By downloading Avis App, you consent to the installation of the Avis App and to its future updates and upgrades. You can withdraw your consent at any time by uninstalling Avis App. To request assistance in the removal or disabling of the Avis App, please contact us at Avis Rent A Car System LLC, 6 Sylvan Way, Parsippany, NJ 07054 mobile.feedback@avisbudget.com.

You acknowledge and understand and agree that the Avis App (including any updates or upgrades) will (i) cause your device to automatically communicate with our servers to deliver the Avis App's functionality (described where you downloaded the Avis App at the iTunes or Google Play stores) and to record usage metrics, (ii) affect app-related preferences or data stored in your device, and (iii) collect personal information as described in our Privacy Notice. Your telecommunications services provider may impose data charges when you use Avis App or for data charges for the updating or upgrading the Avis App if you have not restricted updates and upgrades to Wi-Fi connections.

TRADEMARKS, COPYRIGHTS AND LICENSE

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As a condition to your use of the Avis App, you warrant to Avis that you will not use the Avis App for any purpose that is unlawful or prohibited by these Terms, or act fraudulently or maliciously, including without limitation the posting or transmitting any threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or by hacking into or inserting malicious code, including viruses, or harmful data into the Avis App, the services or any operating system. You may not use any trademarks, service marks or copyrighted materials appearing on the Avis App, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. You may not frame or otherwise incorporate any of the App Content or other materials on the Avis App without prior written consent of Avis. You agree not to copy (to the fullest extent permitted by law), decompile or reverse engineer the App Content. You shall not use or otherwise export or re-export the Avis App or any App Content, except as authorized by law and the laws of the jurisdiction in which the Avis App or any software was obtained. If you violate any of these Terms, in addition to any other remedies Avis or its Providers may have, your permission to use the Avis App immediately terminates without the necessity of any notice. Avis retains the right to deny access to anyone at its discretion for any reason, including for violation of these Terms.

LINKS

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TERMINATION OR DISCONTINUANCE OF SERVICE

Except as otherwise required by law, Avis may terminate your use of the Avis App and expand, reduce or suspend the type, location and or amounts of transactions allowed using the service, change the enrollment process and transaction limits associated with it from time to time based on security issues and other factors at any time in its sole discretion, without prior notice.

DISCLAIMER OF WARRANTIES AND CONDITIONS

THIS DISCLAIMER OF WARRANTIES AND CONDITIONS (“DISCLAIMER”) APPLIES ONLY TO YOUR FREE USE OF THE AVIS APP.

THIS DISCLAIMER DOES NOT APPLY TO, FOR EXAMPLE, YOUR PURCHASE OF ANY PRODUCT OR SERVICE FROM AVIS, NOR TO ANY RENTAL. OTHER TERMS, DISCLAIMERS AND LIMITATIONS MAY APPLY.

THIS DISCLAIMER ALSO DOES NOT APPLY TO, FOR EXAMPLE, OUR OFFER OR ADVERTISEMENT OF ANY AVIS PRODUCT, SERVICE, OR RENTAL, INCLUDING THE CONTENT OF ANY OFFER OR ADVERTISEMENT ON THE AVIS APP. OTHER TERMS, DISCLAIMERS AND LIMITATIONS MAY APPLY.

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You acknowledge and agree that from time to time, the Avis App and/or the services may be delayed, interrupted or disrupted for an indeterminate period of time including, without limitation, any inaccuracy, interruption or delay in transmission by the telecommunications services provider used with the Eligible Mobile Device, or any interruption, disruption or failure whether caused by strikes, power failures, equipment malfunctions or other reasons. Avis and its third-party licensors have no obligation to correct any bugs, defects or errors in the Avis App or software, or to otherwise support, maintain, improve, modify, upgrade, update or enhance the Avis App.

LIMITATION OF LIABILITY

AVIS, ITS AFFILIATES OR A THIRD PARTY LICENSOR SHALL NOT BE LIABLE FOR ANY CLAIM WHATSOEVER ARISING FROM OR RELATED TO USE OF THE AVIS APP. IN NO EVENT WILL AVIS, ITS AFFILIATES OR A THIRD PARTY LICENSOR BE LIABLE FOR LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT) OR ANY FORM OF INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE AVIS APP, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE LIABILITY FOR (I) DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE, (II) FRAUD AND/OR FRAUDULENT MISREPRESENTATION AND (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

NO ENDORSEMENT, REPRESENTATION OF WARRANTY FOR ELIGIBLE MOBILE DEVICES

By identifying a mobile phone or other device as an Eligible Mobile Device for use with the Avis App, Avis does not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of such device. You are responsible for the selection of an Eligible Mobile Device and for all issues relating to the operation, performance and costs associated with such device.

EVENTS BEYOND THE REASONABLE CONTROL OF AVIS

Avis and its Providers will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under these Terms that is caused by any act or event beyond its and their reasonable control, including failure of public or private telecommunications networks ("Event Outside Our Control"). If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms, (i) our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control, and (ii) we will use our reasonable endeavors to find a solution by which our obligations under these Terms may be performed despite the Event Outside Our Control.

INDEMNIFICATION

You are fully responsible for how you use the Avis App. You may not share your log-in information with anyone else, but if you do you are fully responsible for how they use the Avis App too. You agree to indemnify, defend, and

hold harmless Avis and the Providers, its and their officers, directors, employees, service providers, vendors, affiliates, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms.

THIRD PARTY RIGHTS

These Terms are for the benefit of Avis and its Providers, its and their officers, directors, employees, affiliates, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce these Terms directly against you on its or their own behalf.

JURISDICTIONAL ISSUES

Unless otherwise specified, the content contained in the Avis App is presented solely for your convenience and/or information. The Avis App is controlled and operated by Avis from its offices within New Jersey. Avis makes no representation that content in the Avis App is appropriate or available in your jurisdiction. Those who choose to access the Avis App from their location do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey, as they are applied to agreements entered into and to be performed entirely within such State.

You may not use or export the materials in the Avis App in violation of applicable export laws and regulations. You confirm that you are not (i) located in a country that is subject to embargo by the Government of the United States or Canada, or has been designated by the Government as a "terrorist supporting" country, and (ii) listed on any government list of prohibited or restricted parties.

AVIS APP DISPUTES - DEFINITIONS

Avis App Disputes include: (a) any claim you may have against Avis in connection with the Avis App, (b) any claim Avis may have against you in connection with the Avis App, and (c) any action to enforce the Terms or to object to the Terms.

All other disputes are Non-Avis App Disputes. Any claim arising from your purchase of an Avis product or service, including renting a car, is a Non-Avis App Dispute. Any claim arising from the content of any offer or advertisement on the Avis App is a Non-Avis App Dispute.

AVIS APP DISPUTES – PRE-DISPUTE RESOLUTION

Before filing a lawsuit in connection with any Avis App Dispute (including, but not limited to, in an individual arbitration or in a small claims proceeding), you and Avis agree that we shall give the other party written notice of the claim to be asserted 30 days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you are intending to assert a claim against Avis, you must send the written notice of the claim to Attention: Avis Rent A Car System, LLC, 6 Sylvan Way, Parsippany, New Jersey, 07054 Attn: Legal Department. If Avis is intending to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED IN THIS PREDISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF).

AVIS APP DISPUTE RESOLUTION -- VENUE

You agree to be subject to the jurisdiction of New Jersey for any Avis App Dispute. You agree that any Avis App Dispute will be resolved in New Jersey to the exclusion of any other potential venue.

AVIS APP DISPUTE RESOLUTION – ARBITRATION, JURY TRIAL WAIVER

(Not applicable if mandatory arbitration is prohibited by consumer protection legislation, such as in Quebec.) Neither you nor we will be able to sue in court in connection with an Avis App Dispute. All Avis App Disputes must be resolved through individual (non-class) arbitration. You indicate your acceptance to these Terms, including this agreement to arbitrate, by continuing to use the Avis App.

You and Avis intend for this to be an agreement for arbitration that can be enforced under both the Federal Arbitration Act (FAA), 9 U.S.C.A. §§ 1–16, and the New Jersey Arbitration Act (NJAA), N.J.S.A. 2A:23B–1 to –32.

You and Avis waive any rights to maintain other available resolution processes for Avis App Disputes, such as a court action or administrative proceeding, to settle disputes. You and Avis waive any right to a jury trial for Avis App Disputes. Instead of suing in court, we each agree to settle Avis App Disputes only by arbitration. The rules in arbitration are different. There's no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in the agreement as a court would.

Any Avis App Dispute shall be determined by arbitration in New Jersey before one arbitrator(s). The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-streamlined-arbitration>. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. If for any reason, JAMS cannot or will not provide this arbitration, the parties may ask any court of competent jurisdiction to select an arbitrator from a list provided by the parties.

To the extent a party commences any action which includes both Avis App Disputes and Non-Avis App Disputes, consideration of the Non-Avis App Disputes shall be stayed until the Avis App Disputes are fully arbitrated. Then, any Avis App Disputes will be considered by any court of competent jurisdiction.

If you are an individual (instead of, for instance, a partnership, corporation, or other form of entity or non-natural person), in the event that (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, Avis will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation.

AVIS APP DISPUTE RESOLUTION - NO CLASS ACTIONS

(Not applicable if class action waivers are prohibited by consumer protection legislation.) You agree that you will not file a class action against Avis or its Providers, or participate in a class action against Avis or its Providers in any Avis App Dispute. You agree that you will not file or seek a class arbitration, or participate in a class arbitration against Avis or its Providers, in any Avis App Dispute.

SEVERANCE OF INVALID TERMS

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Notwithstanding anything to the contrary, if the class action waiver of these Terms is deemed unenforceable, the agreement of the parties to engage in arbitration shall likewise be deemed stricken.

ENTIRE AGREEMENT

The provisions and conditions of these Terms, and each obligation referenced herein, represent the entire Agreement between Avis with respect to your use of this free Avis App, its affiliated or related entities, and you, and supersede any prior agreements or understandings not incorporated herein. In the event that any inconsistencies exist between these Terms and any future published terms of use or understanding, the last published Terms or terms of use or understanding shall prevail.

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