

Terms of service

Last revised: May 23, 2021

Thank you for your interest in SxRental!

Please read these Terms of service carefully as they contain important information regarding your legal rights, remedies, and obligations. These include various limitations and exclusions, a clause that governs the jurisdiction and venue of disputes, except where prohibited, an agreement to arbitrate on an individual basis (unless you opt out), and obligations to comply with applicable laws and regulations.

Introduction

SAGIX LLC., for and on behalf of its subsidiaries (collectively, “SxRental”, “we”, or “us”), provides a luxury rental car service. SxRental is accessible online at SxRental.com. SxRental’s websites, blog, and associated services are collectively referred to as “the Services”. By accessing or using the Services, including by communicating with us or other SxRental users, you agree to comply with, and be legally bound by, the provisions of these Terms of Service (“Terms”), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Services and constitute a binding legal agreement between you and SxRental.

These Terms, together with **SxRental’s Privacy Policy**, applicable insurance terms and certificates, roadside assistance terms, and the **user Policies** accessible via the Services (the “Policies”) constitute the “Agreement” between you and SxRental (each a “Party” and together, “the Parties”).

Modification. SxRental reserves the right, at our sole discretion, to modify our Services or to modify these Terms at any time. If we modify these Terms, we will post the modification on our Services. We will also update the “Last Revised” date at the top of these Terms. By continuing to access or use our Services after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your sole recourse is to stop using and accessing the Services and close your SxRental Account within 30 days, in which case the previous effective version of these Terms will apply to you, unless you have used the Services during the intervening 30 day period, in which case the new version of these Terms will apply to you.

General terms

Eligibility. Our Services are intended solely for persons who are 21 or older. Any use of the Services by anyone that does not meet these age requirements is expressly prohibited.

Registration. To access certain features of the Services, you must sign up for an account with us (a “SxRental Account”) by either providing us your email address and creating a password or connecting through an account with a third-party site or service (including Apple, Facebook and Google).

Verification. When you list or book a vehicle, you provide us with certain information about yourself to enable us to verify your identity in order to become an “Approved Driver”. You promise to provide complete and accurate information to SxRental about yourself and your vehicle(s), if applicable. Where permitted, SxRental has the right, but not the obligation, to undertake screenings, checks, and processes designed to help verify or check the identities and/or backgrounds of users and vehicles, including driving history and driver’s license validity. SxRental does not endorse any vehicle, user, or a user’s background, or commit to undertake any specific screening process. SxRental may in its sole discretion use third party services to verify the information you provide to us and to obtain additional related information and corrections where applicable, and you hereby authorize SxRental to request, receive, use, and store such information. SxRental may accept or reject your application to become an Approved Driver in its sole and absolute discretion. SxRental may, but does not commit to, undertake efforts to ensure the safety of vehicles in Services. We do not make any representations about, confirm, or endorse the safety or roadworthiness of any vehicles beyond our policies that require vehicle are in safe and operable condition, legally registered to be driven on public roads, have a clean (non-salvaged/non-branded/non-washed/non-written off) title, and not subject to any applicable safety recalls.

Consumer Report Authorization. When you apply to become an Approved Driver or at any time after where SxRental reasonably believes there may be an increased level of risk associated with your SxRental Account, you provide SxRental with written instructions and authorization in accordance with the Fair Credit Reporting Act, applicable consumer reporting laws, or any similar laws to obtain your personal and/or business auto insurance score, credit report and/or conduct a background check, including a criminal background check where permissible under applicable law.

Ongoing Information Updates. You promise to update the information you have provided to SxRental in the event of any changes to your driving record, contact information, or background. Specifically with respect to your contact information, SxRental may deliver notices to you at the most recent email, telephone, or address provided by you, and those notices will be considered valid even if you no longer maintain the email account, telephone number, or receive mail at that address unless you provide updated contact information to us. Also, you are, and will be solely responsible for, all of the activity that occurs through your SxRental Account, so please keep your password and SxRental Account information secure. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your SxRental Account, whether or not you have authorized such activities or actions. You will immediately notify SxRental of any actual or suspected unauthorized use of your SxRental Account. We are not responsible for your failure to comply with this clause, or for any delay in shutting down or protecting your SxRental Account after you have reported unauthorized access to us.

Your Commitments. You agree that you will always use your SxRental Account and the Services in compliance with these Terms, applicable law, and any other policies and standards provided to you by SxRental. Sxrental commits that it will provide a safe and legally registered vehicle, with a clean (non-salvage/branded/written off) title, in good mechanical condition, on time to the traveler or guest who is an Approved Driver (“guest”) and will not list your vehicle on any other car sharing marketplace. As a guest, you commit that you’ll be a legally licensed driver and provide proof to the host of a current, valid driver’s license, who will treat the vehicle and any applicable Extras well and will take all reasonable measures to return the vehicle and any applicable Extras on time and in essentially the same condition as received. In connection with your use of or access to the Services you may not, and you agree that you will not, nor advocate, encourage, request, or assist any third party to:

Violate any law, including:

breach, violate, and/or circumvent any local, state, provincial/territorial, regional, or national law or other law or regulation, or any order of a court, including, without limitation, airport regulations and tax regulations, licensing or registration requirements, or third party rights;

post false, inaccurate, misleading, defamatory, or libelous content;

infringe, reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to SxRental, or that comes from the Services and belongs to another SxRental user or to a third party, including works covered by any copyrights, trademark, patent, or other intellectual property, privacy, publicity, moral, or contractual rights, except with prior express written permission of SxRental;

Dilute, tarnish, or otherwise harm the SxRental brand in any way, including:

through unauthorized use of SxRental and/or user content; registering and/or using SxRental or derivative terms in domain names, trade names, trademarks, or otherwise; registering and/or using domain names, trade names, trademarks, social media account names, or other means of identification that closely imitate or are confusingly similar to SxRental domains, trademarks, taglines, promotional campaigns, or SxRental and/or user content.

Provide or submit any false information, including:

false name, date of birth, driver’s license, payment method, credit card, insurance, or other personal information; a claim, or respond to a claim (for example about damage to a vehicle), with false or misleading information; offer, as an owner, any vehicle or optional Extra that you do not yourself own or have authority to share; impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity; Fail to honor your commitments, including: fail to pay fees, penalties, or other amounts owed to SxRental;

transfer your SxRental Account and/or user ID to another party without our consent;

allow anyone other than an Approved Driver with whom you are traveling to drive the vehicle you have booked; leave a vehicle unlocked or running with the keys inside, except where instructed to do so directly by SxRental in certain limited circumstances.

Harm or threaten to harm users of our community, including:

“stalk” or harass any other SxRental user or collect or store any personally identifiable information about any other user other than for purposes of transacting as a SxRental guest in accordance with these Terms;

engage in physically or verbally abusive or threatening conduct;

use our Services to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information, or credit, debit, calling card, or account numbers;

treat anyone differently based on the way they look, who they love, what they believe, how they self-identify, where they’re from, or when they were born. Discrimination of any kind is not tolerated in the SxRental community;

Use the Services for your own unrelated purposes, including to:

contact a guest for any purpose other than in relation to a booking or such guest’s use of the Services;

commercialize any content found on SxRental or software associated with our Services

harvest or otherwise collect information about users without their and our consent;

recruit or otherwise solicit any user to join third party services or websites that are competitive to SxRental, without SxRental’s prior written approval;

Interfere with the operation of the Services, including by:

entering into a SxRental transaction with a member of your family, household, friend, colleague, or acquaintance;

distributing or posting spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;

distributing viruses or any other technologies such as cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or e-mail address information, or similar methods or technology that may disrupt or interfere with the operation or provision of our Services, or harm SxRental or the interests or property of others;

bypassing robot exclusion headers, interfering with the working of the Services, or imposing an unreasonable or disproportionately large load on our infrastructure;

systematically retrieving data or other content from our Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory, or the like, whether by manual methods, or through the use of bots, crawlers, spiders, or otherwise;

using display mirroring or framing the Services or any individual element within the Services, SxRental’s name, any SxRental trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without SxRental’s express written consent;

accessing, tampering with, or using non-public areas of the Services, SxRental’s computer systems, or the technical delivery systems of SxRental’s providers;

attempting to probe, scan, or test the vulnerability of any of SxRental’s system or network or breach any security or authentication measures;

avoiding, bypassing, removing, deactivating, impairing, descrambling, or otherwise circumventing any technological measure implemented by SxRental or any of SxRental's providers or any other third party (including another user) to protect the Services;

forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive, or false source-identifying information; attempting to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services; or endeavoring to circumvent a suspension, termination, or closure of your SxRental Account, including, but not limited to, creating a new SxRental Account to circumvent an account suspension or closure or giving vehicles registered to you or a member of your household to other SxRental users to list.

Violations. SxRental has the right, but not the obligation, to investigate, pursue, and seek to prosecute, litigate, or refer to law enforcement, violations of the Agreement to the fullest extent permissible by the law. SxRental may access, preserve, and disclose any of your information if we are permitted or required to do so by law; if we believe in good faith that it is reasonably necessary to respond to claims asserted against SxRental or to comply with permissible legal process (for example, subpoenas or warrants); to enforce or administer these Terms; to do so for fraud prevention, risk assessment, investigation, customer support, product development, and debugging purposes; and/or to protect the rights, property, or safety of SxRental, its employees, its users, or members of the public.

SxRental reserves the right, at any time and without prior notice, in accordance with applicable law, to remove or disable access to any content that SxRental, at its sole discretion, considers to be objectionable for any reason, in violation of this Agreement, or otherwise harmful to the Services or our community. If we believe you are abusing SxRental, our users, or employees in any way or violating the letter or spirit of any of this Agreement, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your SxRental Account(s) and access to our Services, remove hosted content, deny a claim for coverage, remove and demote your listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services. Additionally, we reserve the right to refuse or terminate our Services to anyone for any reason at our discretion to the full extent permitted under applicable law.

Policy Enforcement. When an issue arises, we may consider the rental history and the specific circumstances in applying our **Policies**. We may choose to be more lenient with policy enforcement in an effort to do the right thing, subject to our sole and absolute discretion.

Fees; Collection of Fees. When you provide SxRental a payment method, you authorize SxRental, or third-party service providers acting on SxRental's behalf, to store your payment credential for future use in the event you owe SxRental any money. You authorize SxRental to use stored payment credentials for balances, including for [Trip Costs, payment, fines and fees](#) (e.g., late fees, security deposits, processing fees and claims costs and related administrative fees). SxRental and its partners will employ all legal methods available to collect the amounts, including the engagements of collection agencies or legal counsel. SxRental, or the collection agencies we retain, may also report information about your SxRental Account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your SxRental Account may

be reflected in your credit report. In addition to the amount due, delinquent accounts and/or chargebacks will be charged with fees and/or charges that are incidental to the collection of delinquent accounts and/or chargebacks including, but not limited to, collection fees, convenience fees, and/or other third party charges. You hereby explicitly agree that all communication in relation to delinquent accounts may be made by e-mail or phone, as provided to SxRental by you. Such communication may be made by SxRental or by anyone on its behalf, including but not limited to a third-party collection agent. If you wish to dispute the information SxRental reported to a credit bureau (i.e., Experian, Equifax, or TransUnion) please contact www.SxRental.com/contactus. If you wish to dispute the information a collection agency reported to a credit bureau regarding your SxRental Account, you must contact the collection agency directly.

Communications with You. In order to contact you more efficiently, you agree that we may at times contact you using autodialed or prerecorded message calls or text messages at your telephone number(s). We may place such calls or texts primarily to confirm your signup; provide notices regarding your SxRental Account or SxRental Account activity; investigate or prevent fraud; collect a debt owed to us; or communicate urgent messages. We may share your phone number(s) with service providers with whom we contract to assist us in pursuing these interests. We will not share your phone number(s) with third parties for their own purposes without your consent. Standard telephone minute and text and data charges may apply. Where SxRental is required to obtain your consent for such communications, you may choose to revoke your consent.

You authorize SxRental and its partners, without further notice or warning and in our discretion, to monitor or record telephone conversations you or anyone acting on your behalf has with SxRental or its agents for quality control and training purposes. You acknowledge and understand that your communications with SxRental may be overheard, monitored, or recorded without further notice or warning. If you do not wish to have your call recorded, please contact us instead in writing through www.SxRental.com/contactus.

Insurance. In the event of a conflict or inconsistency between the explanation of insurance coverage in these Terms and an insurance policy offered to the SxRental community, the insurance policy language controls. In Canada, the applicable law regarding insurance policies are the laws of Canada and the laws of the province where the policy has been issued. There is no insurance or protection available via the Services outside the United States, the United Kingdom, Germany, or the Canadian provinces of Alberta, Nova Scotia, Ontario, and Quebec.

Legal disputes for guests residing in the United States

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND SXRENTAL HAVE AGAINST EACH OTHER ARE RESOLVED.

Subject to applicable law, the Parties agree that any claim or dispute at law or equity between us relating in any way to or arising out of this or previous versions of these Terms, your use of or access to the Services or any breach, enforcement, or termination of the Agreement will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

Applicable Law. Except as otherwise stated in the Agreement, the Agreement and your use of the Services will be interpreted in accordance with the laws of the State of Ohio and the United States of America, without regard to its conflict-of-law provisions.

Agreement to Arbitrate. The Parties each agree that any and all disputes or claims that have arisen or may arise at any time between you and SxRental (including its respective subsidiaries, employees, officers, directors, agents, third party insurance brokers or products, and third party claims administrators) will be resolved by binding arbitration according to the procedure set forth below. For purpose of this Agreement to Arbitrate, “disputes and claims” shall have the broadest possible meaning that will be enforced and includes, without limitation, any and all disputes and/or claims that arise out of or in any way relate to (1) the Agreement, including this Agreement to Arbitrate; (2) your use of, or access to the Services, or any services sold, offered, or purchased through the Services (such as listing or sharing a vehicle); or (3) any breach, enforcement, or termination of the Agreement, including this Agreement to Arbitrate. Through this Agreement to Arbitrate, the Parties intend to arbitrate all disputes or claims regardless of whether they are based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory and regardless of whether they arose or accrued before the Parties entered into this Agreement to Arbitrate. For avoidance of doubt, the Parties expressly agree that this Agreement to Arbitrate encompasses all disputes or claims pertaining to the validity, enforceability or scope of this Agreement to Arbitrate and any such disputes or claims will be referred to binding arbitration and will be resolved by the arbitrator and not a court. The only exceptions to this Agreement to Arbitrate are: (1) each Party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a Party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights (the “Agreement to Arbitrate”); and (2) disputes or claims that can be brought in small claims court. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

Prohibition of Class and Representative Actions and Non-Individualized Relief. THE PARTIES AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT

NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

Arbitration Procedures. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. An arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of the Agreement to Arbitrate, or the interpretation of the section "Prohibition of Class and Representative Actions and Non-Individualized Relief", shall be for a court of competent jurisdiction to decide.

Where the relief sought is \$25,000 or less, the arbitration will be conducted by [FairClaims](#) in accordance with its Arbitration Rules & Procedures effective at the time a claim is made. Where the relief sought is \$25,001 or more, the arbitration will be conducted by the [American Arbitration Association](#) ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate.

A Party who intends to seek arbitration must first send to the other, by email, a notice of dispute ("Notice"). The Notice to SxRental should be sent via email to kevb@sxrental.com. Please provide your name, telephone number, email, mailing address, and briefly describe both the nature of your dispute and the relief you would like from SxRental.

If the Parties are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, either Party may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the [FairClaims](#) website or the [AAA's](#) site. (The AAA provides a [Demand for Arbitration form](#).) Any settlement offer made by you or SxRental shall not be disclosed to the arbitrator.

Any FairClaims arbitration hearing shall be held via written submission, or where requested, videoconference. Any AAA arbitration hearing shall be held in the county in which you reside or at another mutually agreed location. Either Party may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on the Parties subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or SxRental may attend by telephone.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users but is bound by rulings in prior arbitrations involving the same SxRental user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The Parties agree that all communications and evidence related to the dispute will remain confidential, and neither party shall take any action that will harm the reputation of any of the other, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the Parties or entities.

Costs of Arbitration. If You initiate arbitration proceedings, You will be responsible for the initial filing fee, capped at \$200. SxRental will cover any additional costs of any FairClaims arbitration fees. Payment of any additional filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in the Agreement to Arbitrate.

Severability. With the exception of the provisions in the section "Prohibition of Class and Representative Actions and Non-Individualized Relief," if an arbitrator or court decides that any part of the Agreement to Arbitrate is invalid or unenforceable, the other parts of the Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in the section "Prohibition of Class and Representative Actions and Non-Individualized Relief" is invalid or unenforceable, then the entirety of the Agreement to Arbitrate shall be null and void. The remainder of the Agreement, these Terms, and its Legal Disputes Section will continue to apply.

Opt-Out Procedure. IF YOU ARE A NEW SXRENTAL USER, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION BY EMAILING US AN OPT-OUT NOTICE TO kevb@sxrental.com. EMAIL ADDRESS ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THESE TERMS FOR THE FIRST TIME. In order to opt-out, you must email your name, address (including street address, city, state, and zip/postal code), and email address(es) associated with your SxRental Account(s) to which the opt-out applies and to kevb@sxrental.com. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Agreement, these Terms, and its Legal Disputes Section will continue to apply to you.

Future Amendments to the Agreement to Arbitrate. Notwithstanding any provision in these Terms to the contrary, the Parties agree that if we make any amendment to the Agreement to Arbitrate in the future, that amendment shall not apply to any claim that was filed against SxRental prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between the Parties. If you do not agree to these amended terms, you may close your account within the 30 days of our posting or notification and you will not be bound by the amended terms, but will arbitrate any dispute in accordance with the provisions of the Agreement to Arbitrate as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms). Once you have submitted a valid Opt-Out Notice to SxRental, you do NOT need to submit another one when these Terms are subsequently updated. Your first Opt-Out Notice will serve as a valid as to future versions of these Terms.

Judicial Forum for Legal Disputes. Unless the Parties agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate, as a result of a decision by the arbitrator or a court order, or the parties have reserved their rights to pursue legal action in a court of law for actual or threatened intellectual property infringement pursuant to these Terms, you agree that any claim or dispute that has arisen or may arise between the Parties must be resolved exclusively by a state, federal, or small claims court located in Phoenix, Arizona. The Parties agree to submit to the personal jurisdiction of a state court located in

Cuyahoga County, Ohio or a United States District Court for the District of Ohio located in Cleveland, Arizona.

Legal disputes for owners and guests residing in Canada

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS THE PARTIES HAVE AGAINST EACH OTHER ARE RESOLVED

Resolution of disputes. If a dispute arises between the Parties, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. Accordingly, the Parties agree that we will resolve any claim or controversy at law or equity that arises out of the Agreement or our Services in accordance with one of the subsections below or as the Parties otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Law and Forum for Disputes. The laws of the Province of Ontario and the applicable federal laws of Canada shall govern the Agreement and any dispute or claim you have against SxRental in all respects unless you are a resident of Quebec. All residents of Canada, other than residents of Quebec, agree that any claim or dispute you may have against SxRental must be resolved by a court located in Toronto, Ontario, except as otherwise agreed by the Parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts located within the Province of Ontario for the purpose of litigating all such claims or disputes unless you are a resident of Quebec.

Arbitration Option. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than CAD\$15,000, the Party requesting relief may seek to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. In the event that a Party elects for arbitration and the other Party agrees to such arbitration, such arbitration shall be initiated through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the Parties. The ADR provider and the Parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online, and/or be solely based on written submissions, the specific manner shall be chosen by the Party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the Parties or witnesses unless otherwise mutually agreed by the Parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Other legal matters

SxRental Content and User Content License. Subject to your compliance with the provisions of these Terms, SxRental grants you a limited, revocable, non-exclusive, non-transferable license, to access and view any SxRental and/or user content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by SxRental or its licensors, except for the licenses and rights expressly granted in these Terms.

User Content. We may, in our sole discretion, permit you to post, upload, publish, submit or transmit content through our Services such as photographs of you, reviews, feedback, and descriptions of you, your vehicle or trip. By making available any content on or through the Services, or through SxRental promotional campaigns, you grant SxRental a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such content on, through, by means of, or to promote or market the Services. Except as described above with respect to Images, SxRental does not claim any ownership rights in any such content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such content.

Promotions. You must be a user in good standing (e.g., not suspended) and comply with these Terms and the promotion rules to qualify for any promotional compensation. Users who attempt to abuse our promotions are subject to cancellation/reversal of the promotion amounts and suspension from the SxRental community. Guests and hosts cannot cancel existing reservations to qualify for new promotions. Hosts cannot allow acquaintances, friends, or family to book their vehicle in order to qualify for promotions.

Copyright Protection. We respond to notices of alleged copyright infringement and terminate SxRental Accounts of repeat infringers according to the process set out in the US Digital Millennium Copyright Act and similar laws. If you think a user is violating your copyright(s) and want to notify us, you can find information about submitting notices via 'Contact Us'.

Terms for Insurance Plans. SxRental is not an insurance company and does not insure guests. In the United States (excluding the state of New York where the Services are not available). Any insurance that is included in a Insurance Plan is provided through SxRental via a third party Insurance Agency.

Termination. You may discontinue your use of the Services at any time and SxRental may terminate your access to the Services and remove any listings for any reason or no reason to the extent permissible under applicable law. Termination of access to the Services will not release a Party from any obligations You incurred prior to the termination and SxRental may retain and continue to use any information, including but not limited to photography, previously provided by you. Termination of the Agreement will not have any effect on the disclaimers, waiver or

liability limitations, or legal disputes provisions under the Agreement and/or any fees due, and all of those terms will survive any termination of the Agreement.

Disclaimers. SXRENTAL PROVIDES LOW COST LUXURY RENTAL VEHICLES AND OPTIONAL EXTRAS TO GUESTS. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, SXRENTAL DOES NOT ITSELF PROVIDE INSURANCE SERVICES AND IS NOT RESPONSIBLE FOR ANY OF THE ACTS OR OMISSIONS OF ANY OF THE USERS OF ITS SERVICES, THE MANUFACTURER OF THE VEHICLE OR ANY OPTIONAL EXTRAS, OR ANY THIRD PARTY PROVIDER OF SERVICES (E.G. IN-VEHICLE GPS OR OTHER SYSTEMS). **THE SERVICES ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT LIMITING THE FOREGOING, SXRENTAL EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.** SxRental makes no warranty that the Services, including, but not limited to, the listing and/or any vehicle or optional Extra, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. SxRental makes no warranty regarding the quality of any listings, vehicles, Extras, the Services, or any content or the accuracy, timeliness, truthfulness, completeness, or reliability of any content obtained through the Services. No advice or information, whether oral or written, obtained from SxRental, SxRental’s Insurance Agency, or its service providers or through the Services or content, will create any warranty not expressly made herein.

Limitation of Liability and Waiver. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST SXRENTAL, SAGIX LLC, AND ITS RESPECTIVE SUBSIDIARIES, DIRECTORS, OFFICERS, AGENTS (INCLUDING THIRD PARTY ADMINISTRATORS, INSURANCE PRODUCERS, AND INSURANCE PROVIDERS), OR EMPLOYEES (TOGETHER, THE “SXRENTAL PARTIES”) FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES INCLUDING, WITHOUT LIMITATION, A VEHICLE NOT BEING AVAILABLE WHEN IT WAS SUPPOSED TO BE, ANY MALFUNCTION OF OR DEFICIENCY IN A VEHICLE, ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY ANY MANUFACTURER OR OTHER THIRD PARTY, ANY PERSONAL INJURY OR PROPERTY DAMAGE SUFFERED BY YOU OR ANY OF YOUR PASSENGERS (EXCEPT IF DAMAGE ARISES FROM AN EXTRA) AND, IN THE CASE OF THE SXRENTAL PARTIES, ANY ACTIONS OR INACTION OF THE HOST. NEITHER SXRENTAL NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, FROM THE USE OF OR INABILITY TO USE THE SERVICES, OR FROM YOUR BOOKING OF ANY VEHICLE OR OPTIONAL EXTRA VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY. **Except for**

our obligations to pay amounts to applicable hosts or guests pursuant to these Terms, including an approved payment request or claim under a Insurance Plan or applicable insurance policy, in no event will SxRental's or its subsidiaries' or insurers' aggregate liability arising out of or in connection with this Agreement or your use of the Services, exceed the greater of (i) the amounts you have paid or owe for bookings via the Services as a guest in the twelve month period prior to the event giving rise to the liability, or (ii) US\$100. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SXRENTAL AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU WAIVE CALIFORNIA CIVIL CODE §1542, OR ANY SIMILAR LAW, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST SXRENTAL FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES UNLESS YOUR CLAIM RELATES TO AN OPTIONAL EXTRA PURCHASED USING THE SERVICES.

Indemnification. To the extent permitted by applicable law, you agree to release, defend, indemnify, and hold SAGIX LLC, SxRental, its subsidiaries, officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services or your violation of these Terms; your user content; your interaction with any user, booking of a vehicle, or creation of a listing for a vehicle; or the use, condition, or trip, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of a booking, sharing, or use of a vehicle or optional Extra.

Liquidated Damages/Contract Penalty. You acknowledge that the actual damages likely to result from you (i) engaging in gray market transactions (i.e., using SxRental to find a guest or vehicle, and then completing a reservation or related transaction partially or wholly independent of SxRental, in order to circumvent the obligation to pay any SxRental Fees) or (ii) registering domains, social media handles, bidding on key words, or otherwise using the SxRental domains, trademarks, or taglines are difficult to estimate and would be difficult for SxRental to prove. **You will pay SxRental \$5,500 in Liquidated Damages to compensate SxRental for any such conduct.** This amount is not intended as a punishment for any such breach.

Rounding Off. SxRental may, in its sole discretion, round up or down amounts that are payable from or to guests to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest dollar, euro, pound, or other supported currency) where permissible under applicable law.

No Agency. SxRental does not appoint you or any other user as its employee, mandatory, legal agent, or form any kind of legal partnership or joint venture. You are not authorized to make any commitments on behalf of SxRental and SxRental will not make commitments on your behalf, except as contemplated by the Services or expressly stated in the Agreement.

General. The Agreement states the entire understanding between you and SxRental concerning your access to and use of the Services and supersedes any earlier verbal or written communications between us. You may not delegate your legal obligations or transfer any of your rights, in whole or in part, to any third party without advance written consent of SxRental. You will remain responsible for your obligations hereunder in any event. If any provision of the Agreement is construed to be unenforceable, the remaining provisions will not be affected and will continue in full force and effect. A SxRental Director or Officer must agree to any modification or waiver of any term of the Agreement in writing. SxRental's failure to exercise any right under the Agreement will not constitute a waiver of any other right SxRental may have.

Headings are for reference purposes only and do not limit the scope or extent of such section. Except as otherwise provided in the Agreement, if any provision of these Terms is held to be invalid, void, or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at 1-800-952-5210.

Translations. Where SxRental has provided you with a translation of the English language version of these Terms or any Policies, in case of any wording discrepancies between the English and any other versions of the Terms and any Policies, the English language wording takes precedence.

Specific terms for guests

The following Sections also apply if you book a vehicle using the Services:

Fees. You are responsible for paying all fees when they come due. You will be responsible for all of the costs relating to any citations and fines (e.g. tolls, parking tickets, towing fines) incurred during the reservation period.

Your Financial Responsibility Is Primary. With regard to damage, losses, or other liabilities, you acknowledge that, where permissible under applicable law, **you are primarily liable for your liabilities under the Agreement**, though you may fund that primary liability via any personal insurance you have available to you (e.g., applicable personal auto insurance or insurance from credit cards, etc.) as **the primary source of funds**. Any insurance plan you select

when booking a vehicle, to the extent offered, will not be available to you until your personal insurance has been exhausted. In addition, the Insurance Plan you select when booking a vehicle, if any, may not be available to you in the event you breach your obligations under these Terms or our Policies. Subject to the coverage and protection available to you, you acknowledge that you are fully responsible for any damage, losses, or other liabilities relating to your activities through the Services. **You agree that in the event damage is reported, SxRental may immediately charge you up to the amount stipulated in the Insurance Plan you selected when you booked the vehicle.** Nothing in these Terms is intended to limit your responsibilities or SxRental's legal rights in connection with your use of the Services. You acknowledge that SxRental may require and hold a deposit as part of the reservation of a vehicle. Notwithstanding the above, if you book a vehicle registered in Maryland, the third-party liability coverage offered as part of an Insurance Plan made available via the Services is primary, unless the vehicle booked is considered a "replacement vehicle" under your car insurance policy, in which case the coverage may be secondary. A "replacement vehicle" is typically defined as a vehicle that is being booked while your own vehicle is not in use because of a "loss" or because of breakdown, repair, service, or damage. Consult the language of your policy or speak to your insurance agent to determine whether a vehicle booked using the Services is considered a "replacement vehicle" under your policy. SxRental Insurance Agency does not provide information or advice about whether a booked vehicle qualifies as a "replacement vehicle".

In addition to the "Terms for Insurance Plans" section above you understand and agree: Insurance for those guest in the United States included in the Insurance Plan is provided through any a legal insurance provider in Ohio. SxRental does not make Insurance Plans available via the Services outside the United States, or the Canadian provinces of Alberta, Nova Scotia, Ontario and Quebec.

You are fully responsible for paying any damage to the vehicle, subject to the Insurance Plan you selected, as well as deductibles, contribution, fees, expenses, liens, or fines arising out of your use of a vehicle booked through SxRental. If SxRental advances any payment on your behalf, you will continue to be responsible for such amounts and will adhere to SxRental's schedule for repayment of those amounts to SxRental.

Use of the Vehicle. When you book a vehicle from a host through SxRental, you must use the vehicle only for your personal use and not for any commercial purposes (e.g. driving other passengers for a fee such as through Uber or Lyft) unless you have express written permission from SxRental's Legal Department in advance. You may not access a vehicle until the beginning of your reservation period and you must return the vehicle on time and in the correct location. You must present a current, valid driver's license. You must exercise reasonable care in your use of the vehicle. You are required at all times to operate the vehicle safely, and in compliance with all applicable laws, including without limitation, speed limits and prohibitions on impaired or distracted driving. In the event SxRental has any concern about your use of a vehicle, SxRental may terminate your reservation in its discretion at any time and require the return of the vehicle, including recovering the vehicle. You are required to wear seat belts during the operation of the vehicle and to require that all of your passengers wear seat belts. You are also required to meet any laws or regulations concerning child safety seats and other protections for children. You must not leave the car unlocked or with the keys unsecure (such as in the ignition). The Policies

on our Services provide a list of Prohibited Uses of any vehicle shared through the Services. The list isn't meant to be exhaustive. If you have any concerns about your planned use, please contact www.sxrental.com/contactus. You will be fully financially responsible for any claims, loss, or damage related to your misuse of a vehicle, and your Insurance Plan may be voided. **Guests also acknowledge that using a vehicle in a prohibited manner or otherwise breaching the Agreement may lower available liability coverage to legal minimum limits, or nullify coverage, and may furthermore nullify any comprehensive or collision protection and/or Insurance Plan** where allowed by applicable law.

Condition of the Vehicle and Optional Extras. Please complete a visual inspection before you begin your use of the vehicle. If you find damage in your initial inspection, you should document photos of such pre-existing damage at the start of your reservation to ensure you are not held responsible for pre-existing damage. If you find damage on your initial inspection and fail to report it, SxRental, third party administrators, or insurance partners, may assume that the damage occurred during your reservation period. If, after your initial inspection, you believe that the vehicle is not safe to drive, please do not use the vehicle; in that event, please contact the SxRental team immediately at (440) 577-5571.

Incident Reporting. Where you elected for an Insurance Plan when booking your trip via SxRental, you must immediately report any damage to the vehicle you are using to SxRental at www.sxrental.com/contactus., or (440) 577-5571., and if there has been a collision, to the police as well. You will need to use all reasonable efforts to secure evidence from any available witnesses and to provide SxRental or third-party claims administrators with a written description of the incident and any other information requested, including identity and insurance information of any parties involved in the incident. You are also required to cooperate in any loss investigation conducted by SxRental, third party claims administrators, or insurers. After an incident, you may not continue to use the vehicle unless you have the explicit permission of SxRental staff. Failure to timely report an incident or cooperate in an investigation may reduce or invalidate any Insurance Plan received via the Services.

State Laws Regarding Rental Car Theft. It is a felony in most states to fail to return a rental car within a certain period of time after the rental period has expired. The following conduct may result in the reporting of the vehicle you have booked as stolen to law enforcement, possibly subjecting you and any other driver to arrest, and civil and/or criminal penalties, and the voiding of your insurance coverage and/or Insurance Plan:

If you fail to return the vehicle you booked at the time and place agreed upon designated in your reservation;

If you do not return the vehicle by the end of the reservation period and you have not properly obtained an extension of the reservation through the SxRental.

If the vehicle is returned to any place other than the return location on the reservation or agreed upon with SxRental. Any damage to, or loss or theft of, a vehicle occurring prior inspecting the vehicle upon return at the end of the reservation is the guest's responsibility.

If you misrepresent facts to the host pertaining to booking, use, or operation of vehicle;

If the vehicle's interior components are stolen or damaged or the vehicle itself is stolen or damaged when the vehicle is left unlocked or running or unattended with the keys not secured during the reservation period;

If you fail or refuse to communicate in "good faith" with host, police, SxRental, or other authorities with a full report of any accident or vandalism involving the vehicle or otherwise fails to cooperate in the investigation of any accident or vandalism;

If the vehicle is operated by anyone who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the reservation period; who has obtained the keys without permission of the host; or who misrepresents or withholds facts to/from the host or SxRental material to the booking, use or operation of vehicle.

The primary guest who books the reservation is responsible for any private investigation costs SxRental deems necessary to recover a vehicle that is not returned. In addition, a \$500 case administration fee will be imposed on the primary guest if SxRental has to report a vehicle as stolen to law enforcement due to it not being returned.

Repossession. SxRental, a hired agent of SxRental may repossess any vehicle booked through the Services without demand, at the guest's expense, if the vehicle is not returned by the end of the reservation, is found illegally parked, apparently abandoned, or used in violation of applicable law or these Terms.

Missing Vehicles. If a vehicle you have booked through the Services goes missing and/or is stolen during the reservation period (or extension period), you must immediately return the original ignition key to SxRental; file a police report immediately after discovering the vehicle is missing or stolen, but in no event more than 24 hours after discovering it has gone missing; and cooperate fully with the host, law enforcement, SxRental, and other authorities in all matters related to the investigation.

You shall defend, indemnify, and hold SxRental (SAGIX LLC), its subsidiaries, affiliates, employees, officers, directors, and agents, and any of your guests or their authorized drivers, harmless from and against any and all claims, demands, suits, judgments, costs, expenses, liabilities, attorneys fees, damages, consequential damages, punitive damages, property damage, personal injury, theft or otherwise, without limitation, related to or arising out of any reservation or use of any vehicles, including without limitation, any vehicle damage, personal injury or property damage where you have declined an Insurance Plan made available via the Services.

READ CONFIRMATION CODE:

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