

RENTAL TERMS AND CONDITIONS & DATA PROTECTION NOTICE

1. Your Agreement with Us

(a) The Rental Agreement will govern your rental of the rental vehicle (“**Vehicle**”) from us for the Rental Period. The “**Rental Agreement**” is made up of these Rental Terms and Conditions, as supplemented or amended by the local addendum which contains changes that are specific to the country in which you rented the Vehicle (the “**Local Addendum**”), together with the Rental Agreement Summary that we provide you in connection with your rental (the “**Summary**”). The Summary and Local Addendum are part of these Rental Terms and Conditions just as if they were fully included in this document, and the Summary and Local Addendum will control if there are discrepancies between them and this document.

(b) The Rental Agreement is entered between you (the “**Renter**” named on the Summary) and us (the Enterprise entity named as “**Owner**” or “**Rental Agent**” on the Summary) when you sign the Summary.

(c) You and we are the only parties to the Rental Agreement regardless of whether another entity or person may pay for all or some of the rental bill.

(d) As a supplement to the Rental Agreement, to view additional detail and information about the most common charges or fees that you may be responsible for under the Rental Agreement, refer to the fee schedule on our website and at this link <https://www.enterprise.co.uk/fees> (the “**Fee Schedule**”).

2. The Duration of Your Rental

(a) If you are in compliance with the Rental Agreement, you have the right to use the Vehicle from the time you take possession of it until the return date indicated on the Summary (“**Rental Period**”).

(b) Subject to any limitations in the Summary, we may agree to extend the Rental Period (“**Extended Rental Period**”). The Extended Rental Period may be subject to higher charges and/or to an additional security deposit which we will disclose to you prior to the extension of the Rental Period. Unless context indicates otherwise, references to “**Rental Period**” in these Rental Terms and Conditions means the Rental Period and, if applicable, Extended Rental Period together.

(c) Subject to the following conditions, you may choose to return the Vehicle before the end of the Rental Period and by doing so terminate the Rental Agreement early.

(i) If you prepaid the Rental Costs (as defined in section 5) to qualify for a “special offer” rate, you may not be entitled to a refund due to early voluntary termination.

(ii) If you did not prepay the Rental Costs, early termination may have affect the daily rates and other applicable charges if the original daily rates and applicable charges were conditioned on the specifics of the original Rental Period. We recommend that you verify with us what impact an early termination has on the Rental Costs before returning the Vehicle early.

(d) The Rental Agreement terminates at the end of the Rental Period or the Extended Rental Period, as applicable, or as otherwise stipulated in this section 2. Your continued use of the Vehicle after the end of the Rental Period or Extended Rental Period does not extend the Rental Period or the Extended Rental Period.

(e) Either you or we may terminate the Rental Agreement with immediate effect if the other party commits a material breach of the Rental Agreement or if security risks for you, Authorised Drivers or other third parties require an immediate return of the Vehicle. Without

limitation, you acknowledge that a breach of your obligations in section 3, 4, and 5 is a material breach.

(f) Termination of the Rental Agreement does not affect any rights or remedies provided by law which exist at the date of termination. Any parts of the Rental Agreement which by implication continue after such termination are not affected.

(g) We may notify the police if you use the Vehicle after the end of the Rental Period or Extended Rental Period. We may also repossess the Vehicle if you fail to return it to the return location on the Summary by the end of the Rental Period or Extended Rental Period, or sooner, after we request that you return it. Unless we caused the need for the repossession, you will be liable for our costs of repossessing the Vehicle, which are described in more detail in the Fee Schedule.

3. What You May and May Not do With the Vehicle

(a) Eligibility: You must have an original driver's licence valid in the country in which the rental originates and valid for the Vehicle's vehicle category, and meet any minimum rental age requirement.

(b) Authorised Drivers: Only you and any additional drivers who meet the eligibility requirements in section 3(a) and appear on the Summary ("**Authorised Drivers**") are permitted to drive the Vehicle. Authorised Drivers under the age of 25 may be subject to restrictions on available Vehicle classes and an additional fee. Where the words "surrogate driver" are added to the "Additional Authorised Driver" information on the Summary, then the nominated surrogate driver(s) are the sole driver(s) for the Rental Period. No other person is authorised to drive the Vehicle.

(c) What You May do With the Vehicle: You may use the Vehicle during the Rental Period only in accordance with the terms of the Rental Agreement and all applicable laws.

(d) What You May Not do With the Vehicle: The Vehicle must not be used:

- (i) by anyone other than you or an Authorised Driver;
- (ii) to smoke in, including e-cigarettes or any form of vaping device;
- (iii) in a way that affects the Vehicle's good condition;
- (iv) to subrent or for carriage of passengers for hire or reward unless we give you prior written permission, provided, at all times such subrenting will require your prior and ongoing compliance the Rental Agreement and all applicable legal requirements;
- (v) to deliberately cause personal injury or property damage;
- (vi) for any illegal purpose or in any illegal, fraudulent, careless, or reckless manner;
- (vii) for racing, pacemaking, testing the Vehicle's reliability and speed, or teaching someone to drive;
- (viii) while the driver is under the influence of alcohol, narcotics or drugs, used with or without a prescription;
- (ix) to travel outside of the mainland of the country in which you rented the Vehicle, unless we give you prior written permission;
- (x) overloaded with more passengers than seatbelts, to transport children without the legally required car seats, or otherwise in breach of the legally prescribed safety precautions;
- (xi) to propel or tow any other vehicle or wheeled equipment, unless the Vehicle is fitted with a tow bar and we give you written permission;
- (xii) on any unpaved surface, racetracks, beaches, and test courses, or otherwise off-road;

- (xiii) to transport easily flammable, toxic, or otherwise dangerous substances other than minimum amounts for household use;
- (xiv) to drive through water (other than surface water) or over any objects that you knew or ought to have known rise above the Vehicle's ground clearance;
- (xv) to drive through height-restricted entrances, bridges or passages if the height restriction is lower than the Vehicle's overhead clearance;
- (xvi) in or on that part of any aerodrome, airfield, airport, or military installation designed for the take-off, landing, taxiing, or parking of aircraft and aerial devices, including any associated service roads, fuel supply areas, ground equipment parking areas, aprons, maintenance zones, and hangars; or
- (xvii) to transport goods with a weight heavier than that authorised for the Vehicle, or to transport goods deficiently distributed or badly secured, or to carry goods that you do not own for a fee without our written permission.

4. Your Main Obligations under the Rental Agreement

(a) You must:

- (i) unless you elect to purchase Damage Waiver under section 7 or have alternate similar primary or secondary coverage, keep the Vehicle insured against damage, loss or theft up to the Vehicle's fair market value. You must comply with the terms of your insurance policy and allow us to make a claim under such policy in your name;
- (ii) check the Vehicle's condition both during handover, and over the course of the Rental Period. If you notice any damage to the Vehicle or other deterioration in the Vehicle's condition other than what is recorded in the condition description on the Summary, you will inform us as soon as reasonably possible;
- (iii) always lock the Vehicle and secure all of its parts (including any electric vehicle charging cables, if applicable) when it is left unattended and keep the keys or any other device that unlocks or enables the Vehicle to be started in a secure location;
- (iv) not modify or fit any additional equipment to the Vehicle or let anyone work on the Vehicle without our express written permission (if we give such permission, we will only refund you if you have a receipt for the work performed).
- (v) check oil, AdBlue and water levels and tyre conditions and pressure at regular intervals during the Rental Period;
- (vi) stop using the Vehicle as soon as possible and contact us, if you become aware of any fault with or malfunction of the Vehicle that may affect safety or damage the Vehicle;
- (vii) take appropriate action in response to any warning lights that may appear on the Vehicle's dashboard;
- (viii) bring the Vehicle back to the return location specified in the Summary at the end of the Rental Period in the same condition as it was when it was handed over by us according to the condition description on the Summary, except for any usual wear and tear. You will remain responsible for the Vehicle's condition until a member of our staff or an authorized third party has inspected the Vehicle's condition, but no longer than (a) one (1) hour after the return if returned to the agreed return location within office hours, or (b) two (2) hours after the start of the next business day if returned out-of-hours to the agreed return location with out-of-hours return facilities.

- (ix) check that there are no personal belongings left in the Vehicle before return;
- (x) where the Vehicle requires fuel, use only the appropriate fuel and additives (such as AdBlue);
- (xi) where the Vehicle is electric, ensure that the correct method of charge is used, following the Vehicle manufacturer's recommendations;
- (xii) not unseal or tamper with the kilometre or mileage indicator;
- (xiii) return the original keys (or any replacement supplied by us) and any other device that unlocks the Vehicle or enables the Vehicle to be started to us, either directly to our staff or in our secured box at the return location (where available);
- (xiv) park the car legally, properly and securely, and in spaces in which parking of vehicles is legal and/or has been enabled; and
- (xv) pay any administrative fines, fees, charges, costs, penalties, or other fines that are imposed, issued or incurred in connection with your usage of the Vehicle during the Rental Period (including usage of the Vehicle by Authorised Drivers or other third parties you permit to use the Vehicle), such as fines or fees for illegal parking or speeding, non-compliance with bus lane, congestion charges, tolls or violations of the rules of the highway or traffic offence or contravention in any country, in all cases, to the extent permitted by law and unless caused by us.

5. What You Must Pay Us

(a) You must pay us the daily rate for your rental and all other applicable amounts listed on the Summary, or, if not stated on the Summary, the rates listed on our website on the date the Rental Period or Extended Rental Period begins ("**Rental Costs**"). Unless expressly modified on the Summary, all charges are for a minimum of 1 day and "day" means a complete or partial period of 24 consecutive hours from the start of the Rental Period. On return, we will allow you a grace period of 29 minutes if you exceed the 24-hour period.

(b) In addition to the Rental Costs, you may also be required to pay us other applicable charges or fees based on your conduct during the Rental Period unless you are exempt from these charges under applicable law ("**Additional Costs**"). For more information on the Rental Costs and Additional Costs, you can find a list of the most common potential charges or fees, including more detailed descriptions, on the Fee Schedule.

(c) We may require a security deposit, as stated in the Summary, at the commencement of the Rental Period that can be used as security for any future claims that we have against you in connection with the Rental Agreement. We will collect this and any other amounts due under the Rental Agreement against any credit card or debit card presented by you in connection with the rental, which will be retained for this purpose unless otherwise agreed between you and us. We will not pay any interest on the security deposit and we are under no obligation to hold the security deposit in any account separate from our own assets. Subject to the conditions set out in sections 5 and 7, we will refund the security deposit without undue delay following the end of our assessment of charges or fees to be withheld.

(d) Credit card is an acceptable payment method. Other acceptable payment methods may be listed in the Summary, on our website, or displayed in the rental location.

(e) If you fail to make payments due to us on time and in accordance with the Rental Agreement, we will seek to recoup from you all of our costs reasonably incurred when collecting payments due from you that we are allowed to by law, including legal fees and, if the court issues a judgment in our favour, court costs.

6. What Happens if the Vehicle is Damaged or Causes Damage?

(a) In case of an accident or if the Vehicle is lost or stolen, you must:

- (i) accurately report the accident, theft or loss to us as soon as possible, by any means. You must confirm your report to us in writing (to the extent possible via the European Accident Statement form, but email is sufficient) no later than 1 business day after a theft, or 2 business days from the moment you become aware of an event other than a theft;
- (ii) report any accident, theft, or loss to the police within 24 hours or as soon as reasonably possible, and confirm this report promptly in writing (to the extent possible via the European Accident Statement Form, but email is sufficient) to us;
- (iii) unless required by law, not admit responsibility to anyone in relation to the accident, however this will not prevent you from giving factual statements in relation to the accident;
- (iv) request the names, addresses and telephone numbers of everyone involved, including witnesses, and provide them to us;
- (v) promptly forward to us any notices or other documents relating to any legal proceedings arising out of the accident, theft or loss; and
- (vi) cooperate with us and our insurers, including responding to requests for full and true information, and provide reasonable assistance in any matters or legal proceedings, including allowing proceedings to be brought by us in your name and us defending any proceedings brought against you.

(b) In the event of damage to or loss or theft of the Vehicle (or a part or accessory) from the start of the Rental Period through the time indicated in section 4(a)(viii), you are liable for the following costs, charges and other damages (unless caused through our own fault, or reduced due to the purchase of any optional products as set out under section 7, and provided your liability for the following costs, charges and other damages does not result in our being compensated twice for the same loss):

- (i) The estimated value of the repair or replacement. The estimated value may be based on (1) an invoice, (2) an estimate that may not include our potential rebates or similar economies of scale, (3) our standard list for minor repairs that has been independently set up based on average market prices (available upon request), or (4) an independent expert or independent service provider assessment.
- (ii) To the extent that any repair does not fully restore the value of the Vehicle, a reasonable sum for the diminishment of value to the Vehicle, as confirmed by an independent motor engineer or other relevant independent service provider;
- (iii) In the event that the total estimated repair cost is greater than the value of the Vehicle minus the salvage value, an independently-verified estimate of the retail value of the Vehicle immediately prior to the damage less the salvage value;
- (iv) Regardless of the level of fleet occupation, our loss of revenue, which will be calculated as follows: (a) the daily rate indicated on the Summary, multiplied by (b) our lost number of rental days. For clarification, the lost number of rental days will be equal to the days the Vehicle was off the road, as indicated by the repair document referred to in section 6(b)(i) and its supporting documentation, or, if only hours are indicated, the total labour-hours required to repair the Vehicle divided by a number no less than 3, provided that in either case the lost number of rental days will not exceed 30 days;
- (v) in case of theft or loss of the Vehicle, an independently-verified estimate of the pre-theft or pre-loss retail value of the Vehicle and regardless of the level of fleet occupation, our loss of revenue, which will be calculated as follows: (a) the daily

rate indicated on the Summary, multiplied by (b) our lost number of rental days (not to exceed 30 days);

- (vi) an administrative cost as indicated in the Fee Schedule;
- (vii) any towing, storage and impound fees reasonably incurred by us as a result of the damage to, loss or theft of the Vehicle during the Rental Period.

(c) Third Party Liability

FOR RENTALS IN THE UK AND IRELAND:

Situations where your insurance is primary: Your insurance will be primary and our motor fleet insurance policy will not cover the use of the Vehicle by you, any Authorised Driver, or any other driver, if all of the following are true: (1) the words "3RD PARTY COVER INCLUDED" do not appear on the Summary, (2) valid motor third party liability insurance is available on any basis to you, any Authorised Driver or any other driver, (3) such insurance satisfies applicable law in any jurisdiction in which the Vehicle is operated during the Rental Period, and you and we have not agreed otherwise in writing. You are required to report the claim to your insurer and comply with the terms of any applicable insurance policy. You are required to disclose details of any such insurance to us or our insurer upon our request. If such insurance is available to you, but does not cover the relevant third party claim, you agree that we or our insurers may handle the third party claim on our behalf through our motor fleet insurance policy, and that we will have the right to resolve any claim under the insurance policy as we or our insurers decide necessary, without restricting your rights to take legal actions or seek remedies under applicable law. You agree to fully cooperate with any claim that we or our insurer may make against your insurer in such circumstances. If the insurance available to you, any Authorised Driver or any other driver (as the case may be) does not pay any third party the damages they are entitled to as a result of your, Authorised Driver(s)' or any other driver's failing to comply with the terms and conditions of that policy, you will have to repay on demand all costs reasonably incurred by us or our insurers in settling and handling the claim.

Situations where our insurance will provide coverage: Our motor fleet insurance policy will cover (subject to all terms, conditions, limitations, exceptions and exclusions of such policy) the use of the Vehicle by you and Authorised Drivers against claims from a third party alleging injury, death or damage to property as required by applicable law, if all of the following are true: (1) the words "3RD PARTY COVER INCLUDED" appear on the Summary or no valid third party liability insurance is available on any basis to you or any Authorised Driver(s) or you and we have agreed otherwise in writing, and (2) you and any Authorised Driver(s) are in compliance with the Rental Agreement. The policy gives the insurer the sole right to settle any claim as they may decide is necessary. You agree to fully cooperate and assist us and our insurers in the investigation of any third party claim. If we or our insurers are required to make any payment to a third party as a result of the use of the Vehicle which involved a breach by you or any Authorised Driver of any of the terms and conditions of the Rental Agreement, you will have to pay on demand all sums reasonably paid by us or our insurers in relation to the claim. This is in addition to any damages or other equitable relief which we may legally claim as a result of the breach. If you provide false information in relation to any third party claim, or if we or our insurers suspect fraud, we may notify the relevant fraud prevention agencies and databases, and you may be prosecuted.

FOR RENTALS IN FRANCE, GERMANY, AND SPAIN:

Unless otherwise agreed in writing with us or indicated differently on the Summary, the rental rate includes a vehicle third party insurance policy compliant, at a minimum, with applicable legal requirements.

7. Optional Products That May Mitigate your Liability or Loss

Understanding our Optional Products: You can purchase one or more of the Optional Products listed below to reduce your liability to us for damage, loss and/or theft of the Vehicle during the Rental Period. Optional Products are not insurance policies. Your conduct during the Rental Period may affect the applicability and protection available under your Optional Product. Some damages or losses may be excluded from your Optional Product, regardless of your conduct, as specifically listed in the Rental Agreement. At certain locations, DW is automatically included with your rental and is therefore not optional.

(a) Damage Waiver (DW): If you purchase DW from us, your liability for damage to and loss or theft of the Vehicle during the Rental Period is reduced to an excess fee for each incident. The excess fee **applies per incident** and will be set out on the Summary. Your liability can be further reduced with the purchase of Excess Protection (EP) and/or Roadside Assistance Protection (RAP) (see below). If liability for an accident lies with a third party and you provide a signed police report and full reimbursement is paid to us by the insurance company of the third party, we will reimburse any excess fee paid by you, excluding roadside assistance costs, which will remain your responsibility. You agree to cooperate and assist us and our insurers with any inquests concerning any recourse against a third party.

(b) Excess Protection (EP): If you purchase EP from us and have also purchased DW from us, your responsibility for any loss caused by damage to, theft or loss of the Vehicle is **further reduced** to the excess amount indicated on the Summary. If you purchase EP, but not DW, you remain liable for all losses above the amount indicated on the Summary up to the full market value of the Vehicle every time the Vehicle is damaged or stolen or lost.

Exclusions: DW and EP do not reduce your liability for theft or loss of the Vehicle (or any accessories provided as part of the Rental, such as an electric vehicle's charging cable) if not supported by a police crime reference. DW and EP also do not reduce your liability for (i) damage to the Vehicle caused by any breach of section 3 and 4 of the Rental Agreement, (ii) non-payment of the Rental Costs or Additional Costs, or (iii) any other exclusions to DW or EP specifically listed in the Local Addenda.

(c) Roadside Assistance Protection (RAP): Unless stated otherwise in the Summary, if you purchase RAP from us, we will waive your liability for the following: (i) tyre repair or tyre replacement costs including rims except when part of a larger repair to the Vehicle; (ii) replacement key costs; (iii) glass repair or glass replacement costs except when part of a larger repair to the Vehicle; and (iv) all recovery and call out charges imposed by our chosen roadside assistance providers as a result of a fault occurring to the Vehicle which is due to your error.

Exclusions: RAP does not reduce your liability from these charges for (i) damage caused by any breach of section 3 and 4 of the Rental Agreement, (ii) non-payment of the Rental Costs or Additional Costs, (iii) when running out of fuel more than once during the Rental Period, or (iv) any other exclusions to RAP specifically listed in the Summary.

(d) No DW selected (ONLY WHERE AVAILABLE): If you rent the Vehicle at a location where DW is not mandatory and you do not purchase DW, as set forth in section 4(a)(i), you must keep the Vehicle insured against damage, loss or theft up to the Vehicle's fair market value. You must comply with the terms of your insurance policy. If the Vehicle is damaged,

lost or stolen and you did not purchase DW or DW does not apply, you must allow us to make a claim under any policy, in our name.

Additional Protections (only if available at your rental location):

(e) Personal Effects Cover (PEC) (ONLY WHERE AVAILABLE): PEC insures your and your passengers' personal effects subject to the terms and conditions of the policy (policy documents are available upon request and contain more detail) and may be available for purchase at an additional cost.

8. What are we Responsible for?

The Summary may contain additional information describing our responsibility to you. We are responsible to you for foreseeable loss and damage caused by us (i.e. loss and damage that will obviously happen or, loss and damage that we and you agreed might happen at the time the Rental Agreement was made). If we fail to comply with the Rental Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking of the Rental Agreement or our failure to use reasonable care and skill.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the services.

We are not liable for business losses. If you use the Vehicle for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9. Governing Law, Dispute Resolution, and Complaints

(a) The Rental Agreement is governed by the laws of the country where you collect the Vehicle. However, if you collect your Vehicle in the UK, the Rental Agreement is governed by the laws of England.

(b) In the event of a dispute, you may bring a proceeding before a court in the country that that our registered business address is located. There may also be additional methods for submitting complaints or pursuing alternative dispute resolution listed in the Summary.

(c) A full copy of our complaints procedure is available to you upon request from any of our rental branches and from our registered office provided in the Summary.

10. Other Terms That Apply to the Rental

(a) If at any time any part of the Rental Agreement is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same is deemed omitted from the Rental Agreement and the validity and/or enforceability of the remaining provisions of the Rental Agreement is not in any way affected or impaired as a result of that omission.

(b) By signing the Rental Agreement or clicking the "I Accept" button at a rental kiosk, via an internet rental, or via online check-in, you agree that you have read, understand, and are bound by the terms and conditions contained in the Rental Agreement, including all documents incorporated by reference in these Rental Terms and Conditions. You agree that electronic signatures have the same force and effect as manual signatures.

(c) You represent that the following statements are true and accurate as of the date of the Rental Agreement and throughout the Rental Period, and you understand that we have relied on their truth and accuracy in entering into and performing under the Rental Agreement: (i)

you are the Renter listed on the Summary, (ii) you have not given us a fictitious name, false address, or false or invalid driver's license, (iii) you have not misrepresented or withheld material facts from us in connection with the rental, (iv) your driver's license and the driver's licenses of any Authorised Drivers will remain valid for the duration of the Rental Period, and (v) you and any Authorised Drivers intend to use the Vehicle for purposes permitted under the Rental Agreement and no other purposes.

DATA PROTECTION NOTICE

(a) *Data Controller.* Owner (or "we"), as data controller, collects and uses personal data about Renter (or "you") and any Authorised Driver as described below and in the Privacy Notice available at <https://privacy.ehi.com>.

(b) *Legal Basis for Processing.* As more fully described in the Privacy Notice, Owner and its affiliates (including Enterprise Holdings, Inc.) process personal data, including where applicable, Vehicle Data (defined below in paragraph (d)) for the following legal bases under any applicable laws, regulations and rules relating to the processing of personal data and privacy in any applicable jurisdiction ("Data Protection Laws"):

1. Where necessary for the performance of a contract, such as (a) to assist us in providing the transactions that you request and to manage your loyalty program membership; and (b) to communicate transactional information about your rental via email, text or phone.
2. Where necessary for us to comply with a legal obligation, such as to comply with eCall requirements and in response to a legal process, obligation, or request.
3. Where necessary for our legitimate business interests, such as (a) to get your feedback to help us improve our products and services; (b) for loss and fraud prevention purposes, such as to verify and authenticate identity-related documentation and to maintain a record of individuals who present non-payment, safety and fraud risks, (c) to use and share with third parties to prevent, detect and report fraud and protect our business interests, and rights, privacy, safety and property, or that of individuals and the public, including to respond to law enforcement requests, collect unpaid bills, process claims, establish, exercise or defend legal claims, and avoid liabilities for penalties you incur, such as traffic citations; (d) to locate stolen or lost Vehicles; and (e) where permissible to develop a profile of you and your interactions with us to help provide you with tailored offers, opportunities and services.
4. Where you have given consent, such as to send you marketing information.
5. For the legal basis for our use of Vehicle Data under the relevant Data Protection Laws, also see subsection (d) below. To withdraw consent where applicable, which will only apply prospectively, contact your branch to rewrite your rental ticket with your revised consent preferences.

(c) *eCall.* Our Vehicles are equipped with eCall technologies, which automatically calls and provides information to emergency services if a Vehicle is involved in an accident.

(d) *Vehicle Data.* Our Vehicles may also be equipped with technology that collects and transmits data ("Telematics Systems"). Where permissible, the Telematics Systems will enable Owner (and at times the vehicle manufacturer ("OEMs") and other authorized third parties) to collect and use location, fuel, odometer and vehicle diagnostic and performance data ("Vehicle Data") on the basis of Owner's legitimate interests, performance of contract or where required, with Renter's consent. Some of these features may be always turned on.

Vehicle Data may be linked with information about the Renter we have received from the Renter to fulfil Owner's and Renter's obligations under the Rental Agreement, and we may keep this information after the rental period. If we reasonably believe a Vehicle is lost or stolen, we may access Vehicle location data. If you do not consent to the use of data from the Telematics Systems, this does not prohibit Owner from collecting and using Vehicle Data to recover a vehicle that we reasonably believe is lost or stolen or to provide roadside or emergency services. Please refer to our Privacy Notice for more information, including a list of the OEMs we share Vehicle Data with.

For Car Club/Car Share Vehicles, we use the Telematics Systems (i) to issue commands to the Vehicle to facilitate Renter's trip, such as to unlock and lock the Vehicle, (ii) to gather information about the beginning and end of Renter's trip for billing purposes, (iii) to track location information and/or immobilize the Vehicle in the event of an overdue, lost, or stolen Vehicle and (iv) to use location data to respond to Renter issues or requests.

(e) *Infotainment Systems and OEM Apps.* If Renter or any occupant pairs a mobile device with the Vehicle's navigation or infotainment systems, personal data may be transferred to and stored on these systems and could be shared with OEMs and other third parties. It is Renter's responsibility to delete all such information from these systems prior to returning the Vehicle so subsequent renters cannot access this information.

If Renter downloads an OEM mobile application and enrolls the Vehicle, this could cause personal data and Vehicle Data to be shared with the OEM. Renter's use of these applications is governed by the OEM's terms and conditions and privacy notice. It is Renter's responsibility to remove the application or delete the Vehicle from the application prior to returning the Vehicle.

(f) *Third Parties.* For the purposes described in the Privacy Notice, Owner may disclose personal data (i) to its affiliates; (ii) to law enforcement and government authorities; (iii) to its franchisees; (iv) to its fulfilment providers; (v) to its service providers and business partners; and (vi) as part of a sale, merger or change in control.

(g) *Cross-Border Transfers.* We will transfer your personal data to the U.S. where we maintain our global information systems. We may also store your personal data outside the U.S. when we use certain service providers. When your personal data is transferred to other countries, including the U.S., we will enter into applicable Standard Contractual Clauses and/or utilize approved transfer mechanisms like the EU-U.S. Data Privacy Framework and UK-U.S. Data Privacy Framework.

(h) *Data Retention*. We retain personal data pursuant to our business needs and legal requirements.

(i) *Your Rights*. Subject to the Data Protection Laws, in some cases you have the right to: (i) access and port your personal data; (ii) correct your personal data; (iii) delete your personal data; (iv) object to and restrict processing of your personal data; (v) lodge a complaint with the applicable supervisory authority; and (vi) withdraw consent.

(j) You can contact Owner by writing to the address provided in the Summary or through the Contact Us page located at <https://privacy.ehi.com>. You can also contact our Data Protection Officer by email at DPO@em.com.

We are an affiliate of Enterprise Holdings Inc., which owns all rights to Enterprise, Alamo, and National Car Rental names and marks. Additional Terms and Conditions updated [January 5th, 2026]. UNIV.EU.UC26