

## Mobiliti TERMS AND CONDITIONS

By clicking “accept” below, you are entering into this **terms and conditions** with Mobiliti, LLC, a Michigan limited liability company (“Mobiliti” or “we” or “us”) which will become effective as of the date you click “accept” below. The following terms and conditions, together with any documents incorporated by reference (collectively, the “Agreement”) govern your access to and use of the Mobiliti application, web-interface and technology platform (the Mobiliti Platform”) and your participation in Mobiliti’s vehicle subscription program (the “Program”). Please read this Agreement carefully before you start to use the Program. By clicking “accept” below, you accept and agree to be bound and abide by this Agreement. If you do not want to agree to this Agreement, you must not access or use the Program.

The Program is offered and available to users who are 21 years of age or older and reside in the United States or any of its territories or possessions. (The Program is also offered and available to otherwise qualified United States government employees 18 years of age or older who are traveling on official orders, or where required by law. If you are between 18 and 21 and believe you meet these criteria, please contact Mobiliti by phone to continue your enrollment). By enrolling as a subscriber in the Program, you represent and warrant that you are of legal age to form a binding contract with Mobiliti and meet the foregoing eligibility requirements, as well as those described in more detail below. If you do not meet these requirements, you are not eligible or permitted to access or use the Program.

### The Program

Through the Program, vehicle owners, which may include Mobiliti and/or automobile dealerships and/or other businesses which own vehicles, are making vehicles (“Vehicles” or “Vehicle”) available to you to rent, subject to the terms and conditions of this Agreement and the Program. Unless otherwise specified by Mobiliti in the Program, you subscribe for and rent vehicles for a minimum term of 31 days. We and/or the automobile dealerships and/or the other businesses participating in the Program own the Vehicles and you do not acquire any ownership interest in any Vehicle. We reserve the right to add or remove Vehicles from the Program at any time in our sole discretion, and we do not guarantee that any Vehicle will be available to you under the Program. For clarity, your right to use any Vehicle is subject to availability limitations, your

continued Program eligibility and your continued compliance with the terms of this Agreement. Your subscription for and rental of Vehicles in the Program will be accomplished through the Mobiliti Platform.

### Accessing the Program

To become a subscriber in the Program, you will be required to provide certain registration details or other information. Without limiting the foregoing, you must maintain a valid driver's license while participating in the Program and, by clicking "accept" below, you consent to consumer credit and driver record checks to verify your eligibility to participate in the Program prior to and from time to time during your participation. It is a condition of your use of the Program that all the information you provide in connection with the Program is correct, current and complete and that the information Mobiliti receives in response to these checks meets its eligibility standards, as determined by Mobiliti in its sole discretion. Mobiliti will in no way be responsible or liable for any fines, damages, penalties or any other costs or liabilities resulting from your failure to provide Mobiliti with current and accurate information.

We reserve the right to withdraw or amend the Program and any service or material we provide in connection with the Program, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Program is unavailable at any time or for any period. From time to time, we may restrict access to some components of the Program, or the entire Program, to certain users. You are responsible for making all arrangements necessary for you to have access to the Program.

If you choose, or are provided with, a user name, password, or any other piece of information as part of Mobiliti's security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Program or portions of it using your user name, password, or other security information. You agree to notify Mobiliti immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Mobiliti has the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Agreement.

You are prohibited from using any robot, spider, or other automatic device, process, or means to access the Program for any purpose, including monitoring or copying any of the material on the Program; using any manual process to monitor or copy any of the material on the Program or for any other unauthorized purpose without our prior written consent; using any device, software, or routine that interferes with the proper working of the Program; introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; attempting to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Program, the server on which the Program is stored, or any server, computer, or database connected to the Program; attacking the Program via a denial-of-service attack or a distributed denial-of-service attack; or otherwise attempting to interfere with the proper working of the Program.

## Eligibility

To be eligible to participate in the Program, you must meet the following eligibility requirements, and by clicking “accept” below, you represent and warrant that: (a) you possess a current, valid driver’s license which is not suspended, revoked or restricted in any way; (b) you are at least 21 years of age (with exceptions as noted); (c) you have not been convicted of driving with a suspended license; vehicular manslaughter, negligent homicide, felonious driving or felony with a vehicle; giving false information to an officer; or eluding or attempting to elude a law enforcement officer; (d) you have been convicted or otherwise found responsible for no more than 1 traffic violation listed below which falls within the definition of “Major Violations” and 2 traffic violations listed below that fall within the definition of “Minor Violations” or (ii) no more than 3 traffic violations listed below that fall within the definition of “Minor Violations” in the last 5 years; and (e) you possess a mobile phone account in your own name that Mobiliti can verify and (f) you are otherwise eligible under and will comply with all applicable laws and regulations in relation to your participation in the Program. You consent to and authorize Mobiliti and its affiliates, to the extent permitted by applicable law, to perform or have performed a background, consumer credit and driver record check of you. Mobiliti reserves the right to

suspend or remove you from the Program for any reason in our sole discretion, including but not limited to our discovery of your non-compliance with the foregoing eligibility requirements.

### Definitions of Major Violations and Minor Violations

As used in this Agreement, “Major Violations” are defined to include any violations of any applicable traffic law and: (a) operating a vehicle in any drag race, speed race, rally or other competition; (b) operating a vehicle in excess of 20 miles over the posted speed limit; (c) operating a vehicle in the commission of any crime or for any other illegal or improper activity or purpose; (d) operating a vehicle under the influence of (i) alcohol or (ii) any drug or medication under the effects of which the operation of a vehicle is prohibited; (e) operating a vehicle while distracted including, without limitation, driving while texting, emailing, using a cell phone without a hands-free device; (f) operating a vehicle without a valid driver’s license; (g) leaving the scene of an accident; or (h) an accident involving a fatality. A “Minor Violation” is defined to include violations of any applicable traffic law other than a Major Violation.

### Your Responsibilities and Prohibited Uses

When you select a Vehicle in the Program, you will agree to rent the Vehicle by payment of the associated usage fee for the applicable rental period. The rental term will be for a minimum 31-day period. The rental terms will vary from Vehicle to Vehicle and each Vehicle will have limits on mileage and duration. If you exceed these limits you will pay an excess mileage penalty.

The Vehicles are to be used for personal use only and you are prohibited from using the Vehicles for hire, for business purposes or for any other for-profit use. You must use the Vehicle in a safe manner in compliance with all laws and in compliance with this Agreement and all Program rules and policies. You cannot permit other persons to drive the Vehicle that is rented by you and you will not drive, move or transport the Vehicles outside of the United States. You may not subrent, sublease, subcontract or otherwise attempt to transfer, convey or license any interest in the Vehicle. You are solely responsible for any loss of or damage to the Vehicles that is caused by you or your passengers that is not covered by insurance as defined in this Agreement; any traffic, moving or parking violation citations, fines or other penalties incurred by reason of use of the Vehicle; and returning the Vehicle at the end of your

rental in accordance with this Agreement. You acknowledge and agree that Mobiliti may repossess, or have repossessed, a Vehicle at your expense without notice to you if the Vehicle is abandoned, not returned to the proper location at the conclusion of your paid subscription period or is used in violation of law or this Agreement.

You will pick-up the Vehicle with a full tank of gas and it is your responsibility to keep the Vehicle refueled with gasoline meeting the manufacturer's stated requirements during the term of your rental. At the conclusion of your rental, it is your responsibility to return the Vehicle with a full tank. If the Vehicle is returned with less than a full tank, you will be charged the actual cost of refilling the tank with premium gasoline at market rates, plus a refilling fee.

You must remove all materials and all possessions from the Vehicles before returning Vehicles and all Vehicles must be returned in a clean condition. Smoking in the Vehicles is expressly prohibited by you and any passengers. Pets are allowed in the Vehicles only if caged (except for service animals). Uncaged animals are not permitted in the Vehicles (except for service animals), and a repair and cleaning cost will be charged to you if you violate this policy.

If a Vehicle is returned in an excessively dirty or soiled condition, smelling of smoke or showing signs that it was smoked in, or smelling of an animal or with visible animal fur, Mobiliti reserves the right to charge and you agree to pay an extra clean up fee as may be stipulated by Mobiliti.

You will pay all fines, tickets, tolls and toll evasion fees or other penalties assessed against the Vehicle, its driver, or you, including those fines assessed by Mobiliti. If you fail to pay, Mobiliti may pay the fines and penalties, then charge you for that amount, plus a processing fee established by Mobiliti in its sole discretion. The foregoing applies even if the Vehicle is equipped with a toll pass. If equipped with a toll pass, and Mobiliti receives notice that you incurred a toll charge using the Vehicle's toll pass, you will be charged the actual toll charge assessed by the toll authority (whether electronic, cash, single-occupancy, or other) plus a reasonable administrative fee determined by Mobiliti in its discretion. If we receive a notice and process a toll fine or other penalty for evasion or other non-payment, you will be charged for the toll fine as well as a processing fee plus applicable taxes. By clicking "accept" below, you acknowledge that if we or a third-party processing agent receive notice

that a toll fee has been incurred or that a toll or a toll fine has not been paid, and we pay the charge, you will waive any right to contest the charge, fine or penalty and you will remain obligated to pay us as described herein.

You must obey all applicable motor vehicle laws, speed limits, codes and regulations, including all local ordinances and state laws addressing distracted driver restrictions. You cannot operate the Vehicle in a test, race or contest or off road, or to transfer hazardous, toxic, flammable, poisonous or otherwise dangerous goods.

If during the subscription period, the Vehicle requires repair or maintenance, you will contact Mobiliti and Mobiliti will arrange for the performance of such repair or maintenance by the vehicle owner or a Mobiliti-approved provider. Under no circumstances shall you arrange for repair or maintenance by an alternate provider without Mobiliti's prior written authorization. Mobiliti shall provide contact information for Mobiliti's roadside assistance provider. If the vehicle requires roadside assistance, you will contact Mobiliti's roadside assistance provider. No alternative roadside assistance provider may be used without Mobiliti's prior authorization.

By taking possession of a Vehicle, you acknowledge and agree that you have been given an opportunity to examine such Vehicle in advance of taking possession of it, and you have confirmed the odometer reading and that the vehicle is in good working order and condition, and that you are not aware of any damage existing on it other than that disclosed to you.

## Fees

Failure to comply with your responsibilities and the permitted uses under the Program, may result in you being charged additional fees and penalties, which you agree may be automatically charged by Mobiliti on the credit card used to make any usage fee payments to Mobiliti for a rented Vehicle and you agree to pay these fees. In such event, the following fees will apply:

Cleaning for Excessively Dirty Vehicles **\$50**

Smoke Smell Removal **\$250**

Pet Clean-Up \$250

Damage – Excess Wear & Tear Estimated Cost of Repair

Major Damage – Cost of Deductible \$1,000

Lost Vehicle Key \$10 + cost of key

NSF or Returned Rental Fee Charge \$50

Traffic Citation or Other Fines \$30 + cost of fine

Towing/Impound/Booting \$50

+ cost incurred

+ daily prorated rental fee

Excess Mileage for Miles over Monthly Allotted miles, but Under Maximum Allowed Standard per mile fee  
(total monthly divided by 31) times number of miles over, plus the applicable per mile insurance rate times number of miles over limit

Excess Mileage for Miles over Maximum Allowed Standard per mile fee  
(total monthly divided by 31) times 1.25

All usage fees, mileage fees, fees for optional services and products, low fuel fees, smoking fees, cleaning fees, toll and violation processing fees, late fees, lost key fees and any other fees that you may be responsible for under this Agreement (collectively, “Fees”), plus applicable taxes and surcharges, will be charged as described in the Program and to the payment method you provide when you enroll (or such updated payment method if the payment method is subsequently updated by you throughout the duration of the subscription) (the “Payment Method”). Mobiliti only accepts electronic credit and debit card payments. For any payment due, that is not received by us within 10 days of the due date, you will be charged a late payment fee that is the lower of \$25 or 5% of any amount past due. For clarity, you are solely responsible for all operating costs (other than vehicle service covered by warranty or defined as routine maintenance) relating to your Vehicle.

In addition to other rights and remedies Mobiliti may have in this Agreement or otherwise, Mobiliti may charge you the actual cost to Mobiliti, plus applicable taxes, for any violation of this Agreement

(including in relation to towing, impoundment, cleaning, re-fueling, etc.). We may charge such costs to the Payment Method you provided without any prior notice to you. If any payment or Payment Method is declined by an applicable party, we may suspend or terminate your subscription immediately. We reserve the right to assign a delinquent member account to a third-party collection agency. You understand and accept that if you fail to pay your account bill or any monies due and owing to Mobiliti by the scheduled due date, Mobiliti may refer my delinquent account to a third-party collection agency and that you will be responsible for paying any collection fee which will be assessed at the maximum legally permitted percentage of the delinquent account, together with all costs and expenses, including reasonable attorney's fees, necessary for the collection of the delinquent account. Finally, Mobiliti reserves the right to report any delinquent account to one or more of the national credit bureaus as permitted by law.

#### Insurance; Liability

Mobiliti provides certain insurance on the Vehicle. Some of, but not all, the exclusions from coverage are summarized below. Complete actual coverage and exclusions are described only in Mobiliti's fleet vehicle insurance policy which is on file with Mobiliti. To obtain more specific information concerning such policy, you should call Mobiliti and request a copy. To the extent of any inconsistency between the actual policy and the summary below, the actual policy is the controlling document. Mobiliti may change its insurance coverage without notifying you. Mobiliti will maintain liability insurance (and, if required by the state where the Vehicle is registered, "No Fault" insurance) on the Vehicle. The limits of coverage are as follows:

- Limits of Liability: \$300,000 Combined Single Limit for bodily injury and property damage
- Auto Medical: \$2,000 per accident
- Uninsured Motorists Bodily Injury/property Damage: \$100,000 Combined Single Limit
- Commercial Automobile Physical damage limit: \$75,000

In the event of any accident or other loss, you will immediately notify Mobiliti and provide all documents and information requested by Mobiliti. Further, you will cooperate with any investigation conducted by Mobiliti or its insurer (or an adjuster working on behalf of its insurer) and you will cooperate as requested Mobiliti and its insurer in any action undertaken

by or against Mobiliti, the Vehicle owner, and/or the insurer. You also will give any required notifications to any authority. You will not discuss, negotiate, or agree to any settlement, and if approached to do so will immediately notify Mobiliti. In the event of an accident, a loaner vehicle may be provided only at the discretion of Mobiliti.

You are responsible for the first \$1,000 of any loss involving the Vehicle, for each occurrence. You agree that if the Vehicle is damaged by abuse or neglect, Mobiliti may hold you responsible for the full amount of damages or losses.

You agree that Mobiliti's insurance does not apply to any contents of the Vehicle.

Notwithstanding the above, as between Mobiliti and you, you acknowledge that you are responsible for any and all loss of or damage to the Vehicle resulting from any cause, including but not limited to, collision, rollover, theft, vandalism, seizure, fire, flood, hail or other acts of nature or God regardless of fault. Where permitted by law, you authorize us to charge the Payment Method you provided for the actual cost of repair or replacement of lost or damaged items.

In addition, you agree to defend, indemnify and hold Mobiliti, the Vehicle owner, Mobiliti's affiliates and respective members, managers, officers, equity holders, employees and agents harmless from all claims, liability and expenses arising out of your non-compliant or reckless use of the Vehicle regardless of whether those claims arise from you or any third party. We may recover damages suffered by us that you owe under this Agreement by charging the Payment Method you provided.

### Returning the Vehicle

You may return the Vehicle at any time on or prior to the date such Vehicle must be returned as specified in this Agreement and the Program. All Vehicle returns must be made to the location from which you received the Vehicle. No usage fee credit shall be issued with respect to early Vehicle returns during the first 31 days of any subscription or rental; provided, however, that if you elect to continue your subscription beyond the first 31 days and thereafter you elect to return the Vehicle early, before the end of the then current subsequent term, we will issue you a pro-rated refund. The pro-rated refund will be calculated based on the number of days remaining from the day following

your return through the end of the scheduled rental period, taking into account prorated mileage charges.

## Changes to the Program

We may revise and update this Agreement and the Program from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Program thereafter. However, any changes to the dispute resolution provisions of this Agreement will not apply to any disputes for which the parties have actual notice before the date the change is made. Your continued use of the Program following the posting of a revised Agreement means that you accept and agree to the changes. You are expected to check the Agreement each time you access the Program so that you are aware of any changes, as they are binding on you.

## Intellectual Property Rights

The Mobiliti Program and its entire contents, features, and functionality (including but not limited to the Mobiliti Platform and all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by Mobiliti, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You must not (a) reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material from the Program; (b) modify copies of any materials from the Program; (c) use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text; or (d) delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Program.

You must not access or use for any commercial purposes any part of the Program or any services or materials available through the Program. If you copy, modify, download, or otherwise use or provide any other person with access to any part of the Program in breach of this Agreement, your right to use the Program will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Program or any content from the Program is transferred to you, and all rights not expressly granted are reserved by Mobiliti. Any use of the Program not expressly

permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark, and other laws.

The Mobiliti name, logo and all related names, logos, product and service names, designs and slogans are trademarks of Mobiliti or its affiliates or licensors. You may not use such marks without the prior written permission of Mobiliti.

### Reliance on Information Posted

The information presented on or through the Program is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Program, or by anyone who may be informed of any of its contents. The Program includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

We may update the content on the Program from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Program may be out of date at any given time, and we are under no obligation to update such material.

If the Program contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Program, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

The owner of the Program is based in the state of Michigan in the United States. We provide the Program for use only by persons located in the United States. We make no claims that the Program or any of its content is accessible or appropriate outside of the United States. Access to the Program may not be legal by certain persons or in certain countries. If you access the Program from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

#### Disclaimer of Warranties; Liability

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Program will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PROGRAM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PROGRAM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, YOUR USE OF THE PROGRAM, ITS CONTENT, THE VEHICLES AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PROGRAM IS AT YOUR OWN RISK AND THE PROGRAM, ITS CONTENT, THE VEHICLES AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PROGRAM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER MOBILITI NOR ANY PERSON ASSOCIATED WITH MOBILITI MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PROGRAM OR THE VEHICLES. WITHOUT LIMITING THE FOREGOING, NEITHER MOBILITI NOR ANYONE ASSOCIATED WITH MOBILITI REPRESENTS OR WARRANTS THAT THE PROGRAM, ITS CONTENT, THE VEHICLES OR ANY SERVICES

OR ITEMS OBTAINED THROUGH THE PROGRAM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PROGRAM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PROGRAM OR THE VEHICLES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, MOBILITI HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL MOBILITI, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PROGRAM, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PROGRAM OR SUCH OTHER WEBSITES OR THE VEHICLES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

You agree to defend, indemnify, and hold harmless Mobiliti, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including

reasonable attorney fees) arising out of or relating to your violation of this Agreement or your use of the Program or the Vehicles, including, but not limited to, any use of the Program's content, services, and products other than as expressly authorized in this Agreement or your use of any information obtained from Program.

### Term and Termination

This Agreement becomes effective when you click "accept" below and expires upon your notification to us unless earlier terminated by us in our sole discretion. Both Mobiliti and you may terminate this Agreement at any time for any reason by giving the other notice of such termination. Termination makes you ineligible to reserve and utilize any of the Vehicles. You will remain responsible for and will pay all Fees, including account balances, and any damages and penalties incurred as of the date of termination or resulting. In addition, we may suspend your membership immediately for any reason upon notice to you.

### Governing Law and Jurisdiction

All matters relating to the Program and this Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the Program shall be instituted exclusively in the federal courts of the United States or the courts of the State of Michigan in each case located in Oakland County, although we retain the right to bring any suit, action, or proceeding against you for breach of this Agreement in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### Arbitration

**YOU ACKNOWLEDGE AND AGREE THAT THE FOLLOWING PROVISION AFFECTS YOUR RIGHTS IN ANY DISPUTE WITH US AND INCLUDES A JURY TRIAL WAIVER AND A CLASS ACTION WAIVER.**

At Mobiliti's sole discretion, it may require you to submit any disputes arising from the use of this Agreement or the Program, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Michigan law.

By entering into this Agreement, you waive any right you may have to bring a class-action lawsuit or class arbitration, or to participate in either as a claimant, and you waive any right you may have to consolidate your arbitration with the arbitrations of others.

#### Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROGRAM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### Waiver and Severability

No waiver of by Mobiliti of any term or condition set out in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Mobiliti to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

#### Entire Agreement

This Agreement constitutes the sole and entire agreement between you and Mobiliti regarding the Program and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Program. You may not assign the Agreement or transfer a Vehicle to anyone without our prior written consent.