

## Subscription Agreement Terms and Conditions (“Terms and Conditions”)

Frank Subscription, LLC (“Frank” or “us”) welcomes you. The Subscription Agreement (“**Subscription Agreement**” or “**Agreement**”), including these Terms and Conditions, sets forth the terms and conditions of a contract between Frank and you for participation in the Frank subscription program (“**Program**” as defined below), which may be made available to you through a variety of platforms, including, [www.franksubscription.com](http://www.franksubscription.com) (the “**Website**”) and a mobile app, which is accessible through tablets, smart phones, connected televisions, and other devices (the “**App**”). The Website and the App are collectively referred to as the “**Platform**.” The Subscription Agreement governs (a) application, enrollment, and ongoing subscription to the Program, (b) the rental and use of vehicles through the Program, and (c) your use of the Platform. By accepting this Agreement, as it may be amended from time to time as provided below, you accept and agree to comply with the terms and conditions set forth below,

TO DRIVE OUR VEHICLES, USE OUR PLATFORM, AND PARTICIPATE IN THE PROGRAM, YOU HAVE TO ACCEPT AND AGREE TO THIS ENTIRE AGREEMENT. YOU CANNOT PICK AND CHOOSE CERTAIN PROVISIONS TO AGREE TO AND YOU CANNOT MODIFY THIS AGREEMENT IN ANY WAY. OUR CUSTOMER SERVICE REPRESENTATIVES DO NOT HAVE THE POWER OR AUTHORITY TO AGREE TO ANY MODIFICATION TO OR WAIVER OF THIS AGREEMENT. YOU MUST NOT RELY ON ANY SUCH PURPORTED MODIFICATION OR WAIVER.

**THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM CAREFULLY.**

THE INITIAL TERM OF THIS AGREEMENT IS ONE MONTH AND WILL AUTOMATICALLY RENEW FOR ADDITIONAL, SUCCESSIVE ONE CALENDAR MONTH TERMS UNLESS TERMINATED IN ACCORDANCE WITH THE TERMS OF SECTION 9 BELOW.

If you have any questions regarding this Agreement, please contact us via email at [frank@franksubscription.com](mailto:frank@franksubscription.com) or by telephone at 888-573-2040.

### 1. Definitions

In this Agreement, the following definitions apply:

“**Additional Driver**” means any person, whether a family member or otherwise, who is authorized by you and approved by us to drive our Vehicles and participate in the Program under your account with us and under the terms of this Agreement. You may have to pay fees for each Additional Driver, and they will have to meet the same eligibility criteria that we require for all of our drivers. You and each Additional Driver are “**Authorized Drivers**” of our Vehicles.

“**Agreement**” or “**Subscription Agreement**” means these Terms and Conditions, the Schedules to the Terms and Conditions, and our Rules, whether made available in print or electronically through our website, each as amended, modified or supplemented from time to time. The Terms and Conditions, the Schedules, and the Rules are an integral part of this Agreement.

“**Calendar Month**” means a period beginning on a day of one of the 12 months of the year and ending on either: (a) the day immediately preceding the corresponding day of the following month if that day exists; or (b) if that day does not exist, the last day of the month.

“**Including**” or “**Includes**” means “including (or includes), but not limited to,” “including (or includes) without limitation,” and similar constructions

**“Program”** means the Frank subscription program, which enables pre-approved subscribers to use the Platform and activate the use of our Vehicles (but no more than one Vehicle at a time), subject to availability and in accordance with the terms and conditions of this Agreement.

**“Rental Period”** means the period between the time you take possession of a Vehicle and the first of the following to occur: (a) the Vehicle is returned to us and checked in by us; (b) the Vehicle is recovered and checked in by us; and (c) you will have possessed the Vehicle for one Calendar Month.

**“Rules”** means all of our rules, requirements, policies and procedures related to your use of our Vehicles and participation in the Program, whether set forth in this Agreement, appearing elsewhere on our website or otherwise issued from time to time by us, each as amended, modified or supplemented from time to time.

**“Schedules”** means all the schedules, rate plans and policies referenced in or incorporated into this Agreement, each as amended, modified or supplemented from time to time.

**“Subscription Period”** means each monthly period during which you maintain an activated Vehicle in the Program.

**“Vehicle”** means any of the vehicles in the fleet provided by Frank and made available for use by subscribers to the Program. An **“Activated Vehicle”** is a Vehicle that you have activated and are renting as further described in Schedule 2.

**“You”** means the person who signs this Agreement and each Additional Driver who uses our Vehicles. All persons referred to as **“you”** or **“your”** are jointly and severally bound by this Agreement.

## 2. Eligibility

To be eligible to drive our Vehicles and participate in the Program, you (and each Additional Driver) must meet at a minimum the following requirements:

- Be at least 25 years of age;
- Hold, and provide to us a copy, of a U.S. state-issued or non-U.S. driver license, either of which must be valid at all times during the term of this Agreement in the US jurisdiction where you reside;
- If holding a non-U.S. driver license, provide a valid International Driving Permit;
- Accurately, truthfully and fully complete our application, deliver all information and documents that we may request in the application process or otherwise;
- Have and will maintain a driving history that meets, in our sole and absolute discretion, our eligibility requirements;
- Have not ever been convicted of:
  - A moving traffic violation that resulted in death or serious injury; or
  - Driving with a suspended, restricted, or revoked license; or
  - Leaving the scene of an accident; or
  - Driving a motor vehicle while under the influence of alcohol or drugs; or
  - Refusing a sobriety test; or
  - Providing false information to a law enforcement officer; or
  - Eluding law enforcement; or
  - Negligent or felonious driving; or
  - Vehicular homicide; or
  - Any other violation that has resulted in the restriction, suspension, revocation, or invalidation of your driver license.

If at any time during the term of this Agreement (as defined in Section 9 below), you no longer meet the minimum requirements described in this Section 2, Frank will have the right to immediately terminate your subscription to the Program. If an Additional Driver no longer meets the minimum requirements, that Additional Driver's right to use our vehicles will be terminated.

### **3. Subscriber Application and Frank's Evaluation of Application**

**Application.** To submit an application to become a Program subscriber, an individual must apply via the application available on the Platform (the "**Application**"). The Application will require the applicant to provide at least the following (and Frank reserves the right to request further information):

- Subscriber's contact information including:
  - Physical address
  - E-mail address
  - Mobile phone number
  - Employment phone number
- Subscriber and Additional Driver's driving license
- Income information
- Subscriber's payment information

You must read and accept these Terms and Conditions at the conclusion of the Application process by clicking the applicable checkbox and then clicking the "Apply Now" button on the review screen. **SUBMITTING AN APPLICATION DOES NOT MEAN THAT AN APPLICANT WILL BE ACCEPTED INTO THE PROGRAM, BUT THESE TERMS AND CONDITIONS ARE BINDING ON ANYONE WHO CONSENTS TO THESE TERMS AND CONDITIONS.**

**b. Evaluation of Application by Frank.** Please note that acceptance of your Application is subject to our approval, and your subscription to the Program may be denied or, even if it is accepted, it can be terminated, based upon criteria established from time to time by us or our insurance providers. You acknowledge that the approval or denial of your application or the decision to terminate it based upon our criteria will be at our discretion. In addition, even if we approve your application and have not terminated it, you may be restricted from driving certain Vehicles based upon your driving history and experience or the type of vehicle class that you have selected; additionally, as a condition of receiving an approval, you may, in our sole and absolute discretion, be required to pay a refundable security deposit.

By submitting an Application, and to the extent permitted by law, a potential subscriber also consents to have a "soft" credit inquiry conducted by us, or our agent, to evaluate a potential subscriber's eligibility for the Program. We may obtain information from third parties concerning a potential subscriber to evaluate an applicant's eligibility. We may conduct other due diligence. Frank may pass your personal information to third party agencies for the purposes of carrying out that due diligence. This information shall not be sold to third parties.

By applying to participate in the Program, and to the extent permitted by law, you authorize us to obtain your driving records from the jurisdiction that issued your driver's license and in any other jurisdiction that we desire. If you do not have a driver's license from the jurisdiction in which you reside, failure to get one when required by applicable law constitutes your breach of this Agreement. We may at any time require you to demonstrate compliance with the licensing laws of your jurisdiction of residence and/or impose further policies regarding the obligation to be licensed in your jurisdiction of residence. We reserve the right to request additional information, such as a copy of a passport or proof of address at any time. As a condition to us agreeing to allow you to drive our Vehicles, you must maintain a good driving record, and we may, from time to time, check your driving records. If you do not continue to meet our eligibility requirements, we reserve the right, at our discretion, to suspend, constrain or terminate your right to drive our Vehicles and participate in the Program. If your license is suspended or revoked or becomes invalid, or if you have any further endorsements or accidents on your driving record or if you are convicted of or receive a citation for driving under the influence of alcohol or drugs, dangerous or reckless driving or exceeding the relevant speed limit, you agree to report such suspension, revocation, changes, conviction or citation to us promptly. Please

be advised that, among other things, such events, or the failure to notify us promptly of any such events, may lead to you not being covered by our insurance policy when driving our Vehicles and will give us the right to immediately terminate your subscription.

Frank will use its best efforts to evaluate an Application within 24 hours after submission.

**c. Frank's Rejection of Application.** Frank reserves the right to deny an Application based upon our evaluation of the Application. If after reviewing an Application, we determine, in our sole discretion, that a potential subscriber is not eligible to participate in the Program, we will notify the applicant at the end of the Application process and both parties' obligations under these Terms and Conditions will terminate immediately. No money will be charged to the potential subscriber.

#### **4. Basic terms of use of our Vehicles and Program participation**

You understand and agree that we are and will continue to be the owner of all Vehicles or other items that we provide to you during the term of this Agreement, including specifically and without limitation, everything that is provided to you with those Vehicles (such as electronic toll passes, car chargers and other vehicle accessories), and the Platform that we use in connection with our Vehicles and the Program. Your use of, and rights in relation to, any Vehicle or item provided by us under this Agreement are limited to those rights of use stated in this Agreement and subject to the terms and conditions of this Agreement, including payment of the fees described in Section 4 below. You are not acquiring any ownership interest in any Vehicle or other personal property.

The initial Rental Period for a Vehicle may not exceed one Calendar Month. Unless you return a Vehicle before the end of the initial Rental Period, the rental will automatically renew for additional Calendar Month Rental Period(s) (each a "**Renewal Rental Period**"), provided that: (a) you are in good standing and in compliance with your obligations under the Agreement; (b) we may require you to return, or make available, the Vehicle for inspection; and (c) the total combined length of the Initial Rental Period and the Renewal Rental Period(s) does not exceed 36 months. You will pay the same Subscription Fee regardless of the total duration of the Rental Period(s); however, you acknowledge that taxes, fees, and other charges payable for the initial Rental Period may be subject to change during subsequent Rental Periods.

#### **5. Fees and your responsibilities**

**Payment Method.** At our option, we may require that you designate an account at a commercial bank of your choice (the "**Account**") for the payment of amounts due to us and/or our affiliates. If we require you to designate an Account for payment, you must furnish us and the bank with authorizations as necessary to permit us to make withdrawals from the Account by electronic funds transfer (including an ACH Authorization Form that we may require you to complete as part of the application process, which is substantially in the form attached as Schedule 3. If funds in your Account are insufficient to cover the amounts payable at the time we make an electronic funds transfer for any payment that is owed to us, then your use of our Vehicles and participation in the Program may be terminated by us in accordance with our Rules. If there are ongoing issues with your Account, then your use of our Vehicles and participation in the Program may be terminated immediately in our sole discretion. We will not be responsible under any circumstances for any overdraft or other fees charged by your bank. We may use third parties to collect amounts owed by you, and you will also be responsible for any collection or similar fees associated with these collection activities. We may require you to pay any amounts due under this Agreement or otherwise by means other than automatic, electronic debit (*e.g.*, by check or wire transfer) whenever we deem appropriate, and you must comply with our payment instructions.

**Vehicle Activation Payment:** If we approve your subscription, you authorize us to make a transfer from the Account a Vehicle Activation Payment ("**Vehicle Activation Payment**") of \$1,500 for each Vehicle that you rent under the Program when you take delivery of that Vehicle; provided that, we agree to waive the Vehicle Activation Payment for: (a) the first Vehicle that you rent under the Program; and (b) activation of a new Vehicle if you will have possessed the previous Vehicle for the maximum 36 Rental Periods.

**Subscription Fee:** If we approve your subscription, you will pay a monthly “**Subscription Fee**” as further described in Schedule 2 (as modified from time to time) for your participation in the Program, including your rental of Vehicle(s) and use of the Platform. You authorize us to transfer, from the Account, the Subscription Fee and other monthly charges listed on Schedule 2 (as modified from time to time) plus applicable taxes for the first month shortly after we approve your subscription. The first monthly Subscription Fee and other monthly fees will be for the first Calendar Month of your subscription. Following this initial Calendar Month, subscription periods under this Agreement will be for sequential month-to-month periods, billed on the same day of each month. Because there are different numbers of days in a month, a monthly subscription may be 28, 29, 30 or 31 days. As an example, if the first day following the initial 30-day subscription period is June 15, we will automatically charge your payment card again on July 15. If such monthly subscription start date is on a day that does not recur on a monthly basis (such as March 31) we will bill you on a day that we determine to be appropriate under the circumstances (such as April 30 or May 1).

**Unless and until you cancel your subscription with us in accordance with the procedures set forth in this Agreement, or this Agreement is otherwise terminated, this Agreement will automatically renew for an additional monthly term, in which case we will then promptly charge your account automatically for the next month’s Subscription Fee. The monthly Subscription Fee is payable even if you do not have possession of and/or use a Vehicle on all or any of the days of that month.**

**Restocking Fee:** You agree to pay a restocking fee (“**Restocking Fee**”) in the amount of \$495 each time you return a Vehicle. The Restocking Fee will be reduced to \$100 for each Vehicle returned after you will have possessed it for 36 Rental Periods.

**Other Charges:** You are required to pay all fees and costs incurred (including fees and costs incurred by any Additional Drivers on your account) when due, including, (a) Subscription Fees (which are automatically charged when due, as stated above); (b) sales and other taxes, levies, surcharges, and fees; (c) toll fees, moving, parking, photo enforcement and other violations, and related fines, fees, and taxes (as further described in the Rules); (d) reasonable costs arising from one of our Vehicles being returned or left at any location other than the location that we specify for your authorized return or exchange of the Vehicle; (e) towing, storage, and impound fees; (f) all costs we incur collecting payment from you or otherwise enforcing our rights under this Agreement, including reasonable attorneys’ fees; (g) excess mileage fees; (h) refueling fees; (i) a late fee of \$25 (or the maximum permitted by applicable law) if we do not receive any payment when due; (j) \$25 or the maximum amount permitted by law, if funds in the Account are insufficient to cover the amounts payable at the time we make an electronic funds transfer; and (k) other costs and fees as provided in the Rules and Schedules. .

## **6. Insurance; Indemnification**

**Insurance.** You agree to pay a monthly fee described in Schedule 2 for liability protection under a fleet automobile policy issued to Frank, as well as collision and comprehensive coverage of an Activated Vehicle. You acknowledge and agree that we will remit the monthly fee to the insurance provider on your behalf and are not engaged in the sale of insurance. Subject to the terms of this Agreement and the insurance policy (the “**Policy**”) which provides coverage, each Vehicle will be insured beginning upon activation of the Vehicle and terminating at the end of the final Rental Period for that Vehicle. The Policy provides the following coverages and limits:

- Third-party liability with limits of: (A) \$50,000 liability coverage per accident for bodily injury to or death of one individual; (B) \$100,000 liability coverage per accident for bodily injury to or death of more than one individual; and (C) \$50,000 per accident for injury to or destruction of property.

- Unless required by law, liability insurance excludes any protection afforded under: (a) first party benefits; (b) personal injury protection (“PIP”); (c) medical payments; (d) no-fault; and (e) uninsured or underinsured (“UM/UIM”) motorist. If we are required by law to provide PIP, no-fault or UM/UIM motorist benefits, you expressly accept such protections in the minimum limits with the maximum deductible and expressly waive and reject PIP, no-fault and UM/UIM motorist benefits in excess of the minimum limits required by law.

## **ACKNOWLEDGEMENT OF UNINSURED MOTORIST PROTECTION EXCLUSION**

**You are acknowledging uninsured motorist coverage is excluded under this rental or lease Agreement, unless required by law, and any policy of insurance or self-insurance issued under this Agreement, for yourself and all other passengers of this Vehicle. Uninsured coverage protects you and other passengers in this Vehicle for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance to pay for losses and damages.**

- Collision and Comprehensive coverage for the full value of the activated Vehicle (often referred to as replacement cost).
- Deductible of \$1,000.

**Exclusions. The Policy does not cover liability for bodily injury or property damage or damage to or loss of our Vehicles that arises out of any “Prohibited Uses” of the Vehicle described in the Rules of Use in Schedule 1. There are other exclusions, which are listed in the Policy.**

**Indemnification by You. To the fullest extent permitted by law, you agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this Agreement, from the rental transaction, or the use of the Vehicle by you or any other person.**

### **7. Responsibility to third parties and responsibility for damage to or loss of Vehicles**

You agree that you are responsible for any and all loss, injury, and damage that is caused by our Vehicles during a Rental Period, ***Your responsibility will include the full value of any damages or injuries caused to third parties or their property to the extent the insurance described in Section 6 does not cover such damages or injuries, regardless of the reason for such non-coverage, whether because of your breach of this Agreement, your obligation to pay a deductible, or otherwise.***

In addition, you are responsible for all loss of or damage to a Vehicle during a Rental Period resulting from any cause, including collision, rollover, theft, vandalism, road condition, weather, or acts of nature. ***Subject to state law, your responsibility includes the following (to the extent the coverage described in Section 6 above does not cover the damages or loss, regardless of the reason for such non-coverage, whether because of your breach of this Agreement, your obligation to pay a deductible, or otherwise)***, (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the actual cash value of the Vehicle; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which shall be measured by multiplying the prorated daily rate by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. Loss of Use shall be payable regardless of fleet utilization; (c) a reasonable administrative fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys’ fees, collection fees, and costs whether or not litigation is commenced. For purposes of this Agreement, “**Diminished Value**” means the actual or

perceived loss in market value or resale value which results from a direct or accident loss, and "Loss of Use" means our loss the ability to use the Vehicle for any purpose due to damage to it or loss of it during the Rental Period, including uses other than for rental, such as display for rent or sale, opportunity to upgrade or sell, or transportation of employees.

## **8. Limitations of liability**

**UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT, REVENUE, GOODWILL, BUSINESS OPPORTUNITY OR ANTICIPATED SAVINGS, ARISING FROM OR RELATED TO THIS AGREEMENT OR THE USE OF OUR VEHICLES OR SERVICES OR YOUR PARTICIPATION IN THE PROGRAM (TO THE EXTENT PERMITTED BY LAW).** Without limiting the foregoing, to the fullest extent permitted by law, we shall have no liability for (1) any loss of, or damage to, any goods in or on any of our Vehicles or in or on any third party vehicle, (2) any loss, damage, injury or death in relation to you, any Additional Driver or any other third party arising from the use of one of our Vehicles, (3) any loss or damage incurred by you or any Additional Driver as a result of any claims made by a third party or (4) any loss or damage incurred by you or any Additional Driver arising from or in relation to either (A) the non-availability, supply, operation or use of one of our Vehicles or (B) any accessories in or to one of our Vehicles, whether supplied by us or by you or such Additional Driver (for example, luggage racks, bicycle racks, baby seats and the like, and in all cases, you or such Additional Driver are responsible for the safe installation of such accessories and must check the condition of such accessories before each use), unless in each case such loss or damage is incurred due to our negligence or our failure to carry out our responsibility.

## **9. Term and Termination; Repossession of Vehicles**

This Agreement shall commence upon the acceptance by us of your Application and your payment of any applicable fees. The term of this Agreement shall continue until such time as your subscription is canceled or terminated in accordance with this Section 9.

**You may terminate your subscription upon thirty (30) days' prior notice by calling us at 888-573-2040 or by contacting us via email at [frank@franksubscription.com](mailto:frank@franksubscription.com). Please note that we do not prorate unused days remaining in your subscription term if you terminate this Agreement during the initial term or a renewal term.**

In addition to the termination provisions set forth in the next paragraph, we may terminate this Agreement at any time and for any reason upon no less than thirty (30) days' notice to you, in which event we will, if applicable, refund a prorated portion of your Subscription Fee for the subscription period when termination occurs.

We may also, upon notice to you, immediately terminate this Agreement (and no monthly Subscription Fees or other fees will be refunded to you in the event of termination pursuant to this paragraph) if:

- (a) You fail to pay any sum due under this Agreement;
- (b) You or any Additional Driver fail to comply with any term or condition specified in this Agreement or the Rules;
- (c) You or any Additional Driver are involved in an incident with one of our Vehicles that we believe, in our reasonable discretion, renders you or the Additional Driver ineligible or inappropriate for continued rights to use our Vehicles or participate in the Program;
- (d) You or any Additional Driver engage in any activities or conduct that we determine, in our reasonable discretion, to be inappropriate, negligent, offensive, abusive, or otherwise unacceptable; or
- (e) You are not paying your debts as such debts generally become due, you become insolvent or file or have filed against you a petition under any bankruptcy, insolvency law or similar law that is unresolved within sixty (60) days of the filing of such petition, you propose any dissolution, liquidation, financial reorganization or recapitalization with creditors, you make a general assignment for the benefit of creditors or if a receiver, trustee, custodian or similar agent is appointed for you or takes possession of any of your property or business.

Upon termination of this Agreement, all of your rights and the rights of any Additional Drivers to use our Vehicles and participate in the Program shall immediately terminate. Upon termination of the Agreement (or sooner upon our demand), you agree to immediately return our Vehicles and any of our other property in your possession.

With respect to any termination or cancellation of this Agreement, you shall remain responsible for any fees, costs or expenses incurred prior to termination of this Agreement. Additionally, you shall be responsible for, and you agree to pay, any legal fees, court costs or expenses associated with enforcing the terms of this Agreement, whether upon termination or otherwise.

In the event of a flat cancellation, you will be entitled to a full refund of all fees and charges paid if a request is made in writing to [frank@franksubscription.com](mailto:frank@franksubscription.com) within 24 hours of the initial payment being made, so long as your delivery is not scheduled within the same 24-hour timeframe. In the event that the flat cancellation request is made beyond the initial 24-hour timeframe, no refunds or prorations will be made.

**To the extent permitted by law: (a) we can have any of our Vehicles in your possession peacefully repossessed at any time at your expense and without notice should you violate any of the terms and conditions of this Agreement, or fail to return the Vehicle as required by this Agreement; (b) you agree to pay all costs associated with the recovery, as well as reasonable legal fees as a result of the repossession; and (c) you and all Additional Drivers hereby agree to waive all claims for damages connected with the recovery.**

## **10. Privacy**

Please carefully review our Privacy Policy set forth at [www.franksubscription.com/privacy-policy](http://www.franksubscription.com/privacy-policy). You represent and warrant to us that you have reviewed and understand our Privacy Policy, and you acknowledge and agree that any information shared by, or collected from or about, you may be used by us in accordance with the terms of the Privacy Policy, as it may be amended from time to time. Without limiting the terms of our Privacy Policy, telephone calls, email correspondence and social media communications with us may be recorded or monitored. By using these communication methods, you are consenting to the recording or monitoring of your calls, emails, SMS messages, instant messages and social media communications.

## **11. Schedules and amendments, modifications and supplements to this Agreement and the Schedules**

The following Schedules are included as a part of this Agreement:

- Schedule 1: Rules of Vehicle Use;
- Schedule 2: Fees and Rates;
- Schedule 3: Recurring ACH Authorization

We reserve the right to change the terms of this Agreement, including the Schedules to this Agreement, at any time and from time to time. We will give you prompt notice of any changes. Unless we designate a different date, all changes will be effective when we give notice of them to you. Notice will be considered given when such notice is referenced on and accessible from the first page accessed on the Platform, when we provide it to you by email to your address on file with us (if you have requested or allowed email delivery), or when we provide it to you via our online newsletter. You agree that the amended terms and conditions of this Agreement shall be effective and binding on you upon the effective date indicated in such notice or on such other the date as we may designate in the notice without you having to sign this Agreement again and without you having to sign a copy of any Amendment.



## 12. Intellectual Property

**Content.** The Platform contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of us (collectively referred to as the “**Content**”). The Content may be owned by us or licensed to us by third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

**Trademark.** The trademarks, service marks, and logos used and displayed on the Platform may be registered and/or unregistered trademarks or service marks of ours or our licensors (collectively, the “**Trademarks**”). Nothing on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of the Trademarks inures to the benefit of us or our licensors.

**Restrictions on Use.** You must comply with the following restrictions in connection with your use of the Platform and/or the Service: (i) you must not reverse engineer or otherwise attempt to discover the source code of software relating to the Platform; (ii) you must comply with all applicable laws relating to your use of the Platform, the Service, and any vehicles or other items provided through the Service, and will not use any of the foregoing for any unlawful or otherwise fraudulent purpose; (iii) you must not access or use the Platform or the Service to collect any market research for a competing business; (iv) you must not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity in connection with your use of the Platform or the Service; (v) you must not interfere with or attempt to interrupt the proper operation of the Platform through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Platform through hacking, password or data mining, or any other means; (vi) you must not use any robot, spider, scraper, or other automated means to access the Platform for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Platform for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials; or (vii) you must not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure.

## 13. External Services

The Platform may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content or products available through such External Sites. The External Sites may offer third-party goods and services (the “Third Party Products”), and you acknowledge and agree that: (i) we do not manufacture or sell the Third Party Products and thus have no control over the quality, safety, legality or efficacy of any Third Party Product; (ii) we have no involvement in any transaction involving any Third Party Products; and (iii) we shall have no liability with respect to any Third Party Product or any transaction or interaction between you and the provider of any Third Party Product. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

## 14. Electronic Consent and Communication.

To the fullest extent permitted by applicable law, these Terms and Conditions and any notices or other communications (including, without limitation, by e-mail) regarding access to and/or use of the Program, may be provided to you electronically, and you hereby agree to receive electronic communications from us in an electronic form. Electronic communications may, and will, be delivered to the email address that you provided to us in the Application. All communications in either electronic format will be considered to be in "writing." You expressly agree that any notice or other communications required under these Terms and Conditions may be given in email form. In addition, you expressly agrees that it is your sole responsibility to keep your email address accurate and up-to-date by providing us with written notice of any changes to the same, and that we may reasonably assume that any communications sent to the email address provided will be received by you. Your consent to receive communications electronically is valid until you revoke your consent. You may receive a paper copy of any communication or other record made in connection with the Program by contacting us at Frank 840 1<sup>st</sup> Avenue, Suite 400, King of Prussia, PA 19406.

By clicking the applicable checkbox and then clicking the "Consent" button or similar button applicable to these Terms and Conditions, you expressly agrees to both these Terms and Conditions and electronic signature relating to your Program, applicable Vehicle reservations, and applicable rentals.

## 15. Governing Law and Dispute Resolution.

**Governing Law.** This Agreement is governed by the laws in force in the Commonwealth of Pennsylvania and shall be interpreted according to the internal laws of the Commonwealth of Pennsylvania, without reference to its conflicts of laws or choice of law rules.

*Mandatory Arbitration Agreement; Class Action and Jury Trial Waiver.* YOU AND FRANK EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. YOU AND FRANK AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("**CLAIMS**") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING, CLAIMS RELATING TO FRANK'S PRODUCTS AND SERVICES, CHARGES, ADVERTISEMENTS, OR VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, "YOU" ALSO INCLUDES ANY AUTHORIZED DRIVER UNDER THE AGREEMENT, AND ANY OF YOUR AGENTS, BENEFICIARIES OR ASSIGNS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND "FRANK" ALSO INCLUDES ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND VENDORS, INCLUDING ITS SERVICE PROVIDERS AND MARKETING PARTNERS. YOU AND FRANK AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. This Section is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of this Agreement. However, the parties agree that either party may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against You only and is not made part of a class action, private attorney general action or other representative or collective action. The parties also agree that Claims against or by a third-party insurance company ostensibly providing coverage to You or any other Authorized Driver or the application of Frank's financial responsibility relating to the use or operation of Vehicles may be brought in a court with valid jurisdiction.

*Procedure.* A party must send a written Notice of Dispute ("**Notice**") describing: (A) the nature and basis of the Claim; and (B) the relief sought, to the other party. If Frank and You do not resolve the Claim within thirty (30) days after the Notice is received, a Party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("**AAA**") pursuant to its Consumer Arbitration Rules. Claims will be resolved

pursuant to the AAA's Consumer Arbitration Rules in effect at the time of the demand, as modified by this Agreement. However, a single arbitrator will be selected according to AAA's Commercial Arbitration Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by Subscriber or by Frank that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both Parties with due consideration of their ability to travel and other pertinent circumstances. If the Parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The AAA rules are available online at [www.adr.org](http://www.adr.org). Except as required by law, neither a party nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both parties.

*Arbitrator's Authority.* The arbitrator is bound by this Agreement, the Federal Arbitration Act ("**FAA**") and AAA's Consumer Arbitration Rules. The arbitrator has no authority to join or consolidate Claims or adjudicate joined and consolidated Claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of this Agreement, including whether it is void. The Parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA. The arbitrator can award the same damages and relief as a court, but only in favor of an individual Party and for a Party's individual Claim.

*Arbitration Costs.* You will be responsible for your share of any administrative arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees you would incur if the Claim were filed in court. Frank will be responsible for all additional administrative arbitration fees. You are responsible for all other costs/fees that it incurs in arbitration (e.g., fees for attorneys, expert witnesses, etc.). You will not be required to reimburse Frank for any fees unless the arbitrator finds that the substance of your Claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules will govern the payment of all fees, and Frank may seek reasonable attorney's fees. Frank will pay all fees and costs it is required by law to pay.

*Severability of Arbitration Provision.* If any portion of this Section 15 is deemed to be invalid or unenforceable or is found not to apply to a Claim, the remainder of Section 15 shall remain in full force and effect; provided, that, if the class-arbitration waiver provision is deemed unenforceable, any class action Claim(s) must proceed in a court of competent jurisdiction.

## 16. Miscellaneous

**Representations and Warranties.** By becoming a subscriber, you represent and warrant to us that you have received all explanations that you may have reasonably requested concerning the content of this Agreement, including all Schedules, and that you have carefully reviewed and understand your commitments and obligations hereunder. You further represent and warrant that you and each Additional Driver meets the eligibility requirements described in Section 2 above, and that you will promptly inform us of any changes during the term of this Agreement.

**Assignment.** The rights granted to you or the Additional Drivers under this Agreement are not assignable or transferable, in whole or in part. Any attempt to transfer this Agreement without our written consent shall be void and of no force and effect. We may assign this Agreement to an affiliate or to another entity in connection with a corporate transaction or otherwise.

**No Waiver.** No delay or omission by us in our exercise of any right or power occurring upon any noncompliance or default by you or any Additional Driver with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. Any waiver by us of any covenant, condition, or agreement to be performed by you or any Additional Driver shall not be deemed to be a waiver of any prior or subsequent breach of the same, or of any other covenant, condition, or agreement hereunder. Unless stated otherwise, all

remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

**Severability.** If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

**Notice.** Any notices or communications required or permitted to be given to you shall be in writing and shall be sufficiently given if delivered by email or mailed to you at the email or postage address provided to us in your completed application, as updated by you from time to time and on file with us. Any notices or communications required or permitted to be given to us shall be in writing and shall be sufficiently given if delivered via email to [frank@franksubscription.com](mailto:frank@franksubscription.com) or mailed to us at the following address:

Frank  
840 1<sup>st</sup> Avenue, Suite 400  
King of Prussia, PA 19406

Any notice delivered via email shall be deemed to have been received on the first business day after which it was sent, unless the sending party is notified that the email address is invalid. Any notice sent by letter shall be deemed to have been received on the fourth business day after it was posted in the regular U.S. mail.

## Schedule 1 - Rules of Use

In addition to the obligations set forth in the Subscription Agreement Terms and Conditions, you are required to abide by the Rules of Use set forth in this Schedule 1. You should carefully read and understand these Rules of Use before applying to participate in the Program and before paying any application, activation, and/or Subscription Fees. By subscribing to use our Vehicles and participate in the Program and by your continued use of our Vehicles, you and all Additional Drivers are deemed to have accepted and agreed to comply with all of the following rules, policies and guidelines. Capitalized terms used in this Schedule 1 shall have the same meaning assigned to such terms in the Frank Subscription Agreement.

### How our subscriptions work

To subscribe to our Program, you must pay in advance on a monthly basis a Subscription Fee. The initial subscription period is one Calendar Month followed by monthly sequential periods, billed on the same day of each month (unless such day is a non-recurring day like the 31<sup>st</sup>, in which case we may bill you on the 30<sup>th</sup> or the 1<sup>st</sup> as we deem appropriate). The Subscription Fee is based on the Vehicle selected (see Scheduled 2 fees & rates) and is payable on a per month basis for each subscriber. In addition, you will be responsible for fees and charges for additional services and products that you select, as well as any taxes and surcharges. Although we may choose to change the level of the Subscription Fee from time to time or to offer discounts to certain subscribers, your Subscription Fee will not change unless you elect to return your Vehicle and activate another Vehicle at the then-current fee for the new Vehicle.

We may impose additional costs or fees from time to time, including when you add additional drivers to your account or as we learn more about how you drive our Vehicles. We will notify you of any changes to your fees in accordance with these Rules of Use.

Payment of the Subscription Fee, in advance, is required in order to hold a subscription to our Program. Subscribers to the Program have the right to use of one of our Vehicles, subject to availability. When you have a Vehicle in your possession, you are responsible for taking care of that Vehicle in the same manner that a diligent owner might do.

From time to time, we may make certain requests of subscribers, including, but not limited to:

- We may seek to access the Vehicle in your possession to inspect its condition or to perform maintenance; -and-
- We may swap the Vehicle in your possession for an equivalent Vehicle. Typically, we will do this because your current Vehicle needs maintenance, repairs, or other service. We may require you to sign a separate agreement establishing the terms and conditions for your use of the substitute Vehicle, which will control the terms of use of the substitute Vehicle and will be controlling to the extent that is inconsistent with all terms of this Agreement (except for any terms related to rates and charges)

Subscribers are expected to comply with these requests within a reasonable time frame, typically in 4 days or less.

### Changes in fees

We will always inform you clearly when the cost of a fee is changing. If you have made a request to us that results in a change in the fees that you owe to us, then we will inform you of these changes before processing your request and we follow up with a confirmation email to you. If we need to initiate a change in our fees, then we will send you an email clearly communicating those changes. The communication will lay out the original fee, the new fee and the effective date of the change.

## **How do you join our Program?**

Potential subscribers are asked to register using our Platform. You will be required to provide information, including your name, your mobile number, your email address, your driver's license number, issuing jurisdiction, and expiration date, payment details, employment and income information, and other information that we reasonably require.

After submitting your application via the Platform, you will receive an email that confirms our receipt of your membership request. In some, but not all, cases we may be able to confirm your eligibility within one business day. Either way, a customer service representative will call you within a reasonable time period after you submit your application to explain what happens next and answer any questions.

After you are accepted into the Program, we will invite you to schedule your first Vehicle and work with you to coordinate its delivery.

## **How do you receive a Vehicle?**

In general, we will deliver your first Vehicle to you after your subscription has been approved, and we have confirmed your reservation for the Vehicle. If you request delivery to a location that is outside the 40-mile radius surrounding any of our hub locations, you will incur an additional fee (as listed in the FAQ) for the delivery. If you would prefer to pick up a Vehicle, then we can arrange for pick-up at one of our hub locations.

In the event you need to reschedule or cancel a vehicle delivery, we require a minimum 24-hour notice. Please notify us of any change requests in writing to [frank@franksubscription.com](mailto:frank@franksubscription.com) to avoid additional fees. A no-show for your delivery appointment or a request to reschedule less than 24-hours prior to the scheduled delivery time will result in a \$350 redelivery fee being charged to your payment method on file.

You may opt to receive a Vehicle with or without meeting with our customer service representatives face-to-face. If you opt to meet face-to-face, our customer service representative will offer to walk you through the Vehicle's layout and features. If you do not meet us face-to-face, our representatives will be happy to answer any questions that you might have via SMS, instant messaging, email or phone.

## **How do we connect to a Vehicle's Bluetooth or other infotainment systems?**

**If you choose to do so, please note that the Vehicle may automatically load your address book, store your incoming, outgoing, and missed telephone calls, and other information from your device. You should follow the steps displayed on the vehicle system screen to delete this information and the device from the vehicle's memory. We are not responsible for assuring the privacy of any such information and cannot guarantee that other persons you do not authorize will gain access to this information after you return the Vehicle.**

## **How do you return a Vehicle?**

You can initiate a Vehicle return using the Platform (preferred method). If necessary, you can also initiate a return by contacting us via SMS, instant messaging, email, or phone. On our Platform, the interface will walk you through the process of submitting a request and receiving confirmation of the date and location. You may receive updates on the status of your request up to and during the return of the Vehicle.

At the time when you return a Vehicle to us, the Vehicle should be in the same condition as when you received it, less ordinary wear and tear. A Frank representative will inspect the vehicle for excess wear, damage, confirmation that all original equipment is present and do a final mileage reading. You will be notified of any issues and will receive an invoice and final bill for any billable items, typically within three (3) business days. Visit our website at <https://www.franksubscription.com/wear-and-tear> for definitions of normal and excess wear and tear.

You must remove all personal items from the Vehicle, including accessories, bags, luggage, equipment, digital data, etc. As stated above, you are not guaranteed to have use of a particular Vehicle at some later date. Although we

will make reasonable efforts to return lost or forgotten property to you, we shall not be held liable for any property left in a Vehicle or stolen from a Vehicle during your use. You agree not to hold us or any of our employees responsible for any such personal property, whether it is yours or belongs to another person. Any non-perishable items found by us in a Vehicle will be held by us for a period of not less than ten (10) days. Property not claimed within this period will be donated to charity or disposed of at our discretion.

### **Who can drive our Vehicles?**

We will maintain a list of all drivers who are authorized to drive on your account. Typically, you, as the subscriber, will be listed as the “Primary Driver” on the account. In addition, you will have the option to request that additional drivers be authorized by us and added to your account. Anyone who is expected to be driving the Vehicle habitually should be registered as an Additional Driver.

You can request the authorization of an Additional Driver by contacting us by phone, by email or by the tools provided on the Platform. We will require that you provide the name, address and driver’s license number for the driver to be added. We will communicate to you promptly, typically within a 24-hour window, whether that driver is authorized to use our Program. You may have to pay additional fees for each Additional Driver (as listed in the FAQs), and they will have to meet the same eligibility criteria that we require for all of our drivers. We reserve the right to withhold or to withdraw authorization for any driver.

### **Is there a mileage limitation?**

You may drive our Vehicles up to 833 miles per month (10,000 miles on an annual basis) without incurring any additional fees. If you exceed the mile limitation in any monthly subscription period, you will be charged at the posted rate per excess mile on the platform for the vehicle you selected. The Platform keeps track of the miles that you drive. Unused miles from a subscription month will ‘roll over’ to the preceding month (accrued mileage for your account). If you wish to avoid excess mileage fees, you can purchase additional miles at a discounted rate when you apply for your subscription.

### **Keeping the Vehicle clean**

We expect you to use common-sense standards of cleanliness. You are responsible for returning the Vehicle to us in good working order and ready for use by another driver without the need to invest undue effort in cleaning and detailing. In the event that the Vehicle does become unexpectedly dirty, we ask that you let us know.

In addition, all drivers of our Vehicles and their guests are expected to abide by the following rules that are intended to keep the Vehicle in good condition:

***No smoking inside or near the Vehicle – no exceptions!***

***Pets may only be transported in a pet carrier.*** Pets are only permitted if they are transported in locked pet carriers, except in the case of service animals (which are allowed in our Vehicles without being in locked pet carriers in accordance with our policies). You are subject to additional cleaning fees and charges if we find evidence of pets in our Vehicles during your use.

### **Maintenance and repairs**

We will perform all necessary and required routine maintenance on all of our Vehicles. We will notify you when the Vehicle requires maintenance, and you will coordinate a time with us when this maintenance can be completed. In general, we will give you 5 days’ notice prior to any routine maintenance, and you must bring the Vehicle to the location specified by us within 4 days of your receipt of this notice.

You must notify us immediately upon discovering any abnormality during your operation of our Vehicles. For example, you should report any warning lights that stay on after ignition or that indicate that service or maintenance is required, any evidence of leaking fluids near the Vehicle, any tire damage or excess wear on the tires, any cracked, broken or missing mirrors, any cracks or chips in the windshield, any other damage to the exterior of the Vehicle, any inoperable signals, any unusual noises when the Vehicle is operated, and any other

condition that may render the Vehicle unsafe or illegal to operate. You must obtain our prior written approval before servicing the Vehicle or replacing parts or accessories.

It is important that you respond appropriately and promptly to all warning lights, chimes, indicators and alerts. Unusual noises or handling, including without limitation strange engine or other mechanical sounds, performance changes, warning or indicator lights or indicators, must be reported to us as soon as noted by phone at 888-573-2040. Failure to report such problems may result in the immediate suspension or termination of your subscription as well as you being responsible for any damages resulting from continued use of the Vehicle despite such irregularities.

**Failure to comply with your maintenance obligations may result in the immediate termination of your Subscription Agreement. In addition, you will be responsible for all damage to the Vehicle resulting from your failure to comply plus charges that we incur for towing or storage; an administrative fee of up to \$100, Loss of Use and Diminished Value.**

### **What uses are prohibited**

You must always use our Vehicles in accordance with all highway and other applicable laws and regulations. We may report any use of our Vehicle or other activities that we believe are in violation of law to the authorities at any time. **In addition, the operation or use of any of our Vehicles under the following conditions is strictly prohibited:**

- By anyone who has provided false information or who has made or makes false or misleading representations in connection with use of our Vehicles or participation in the Program (including, without limitation, regarding his/her name, age, address, driving record or other matters);
- By any person with a driving history that does not meet our then current eligibility requirements;
- In violation of any applicable traffic or other law or regulation (except for minor traffic violations);
- By any person who is under the influence of (i) alcohol or (ii) any drug or medication under the effects of which the operation of a Vehicle is prohibited or not recommended;
- In any drag race, speed race, rally or other competition;
- In the commission of any crime or for any other illegal or improper activity or purpose;
- Transporting a number of passengers in excess of the seating capacity of the Vehicle or baggage or other items that would cause the Vehicle to exceed its manufacturer recommended or legal weight limits;
- By any person who does not have a valid driver's license (or whose driver's license has restrictions that are not complied with by such person when driving our Vehicle);
- By any person who is driving while distracted, including driving while texting, emailing, using a cell phone without a hands-free device or otherwise engaging in similar activities that may be prohibited by applicable law;
- For any towing or pushing of any trailer, car, boat or any other vehicle, unless such Vehicle is equipped by us to do that activity;



- For any business purpose, including, without limitation, transporting people or goods in commerce or operating a taxi, livery, transportation network company service, rideshare, delivery services, or “gig” services, such as Uber, Lyft, Door Dash, Postmates, Uber Eats, etc.;
- For transporting any hazardous, toxic, flammable, dangerous or illegal materials;
- Failing to restrain a child in a federally approved child restraint system and as required by applicable state law;
- On unpaved, unimproved or impassable roads or on roads that are not regularly maintained by the transportation department or a municipality; or
- In any other reckless, imprudent, negligent, abusive or abnormal manner for using a Vehicle.

The foregoing are examples only and are not intended to be a complete list of all prohibited uses (“**Prohibited Uses**”). We reserve the right to add other restrictions and prohibitions. Any unreasonable or inappropriate use of our Vehicles, as determined by us in our discretion, may be deemed a violation of these Rules of Use.

We may immediately suspend or terminate your use of our Vehicles and participation in the Program if you engage in a Prohibited Use or for a violation of any of our other Rules of Use. Upon suspension or termination, you will be responsible for any and all costs, charges, fees and expenses incurred by us as a result of a breach of any of these Rules of Use. **In addition, engaging in a Prohibited Use or other violation of this Agreement may void any insurance coverage or other liability protection (to the fullest extent permitted by law).**

### **Who pays for gas?**

You pay for your own gas. We will always deliver Vehicles to you with a full tank of gas. While a Vehicle remains in your possession, you will purchase your own gas. When you return a Vehicle, we will either refill the tank at a local gas station, retaining the receipt, or refill the tank from fuel that we hold in our inventory, measuring the number of gallons required. We will charge you to recover the cost of replacing that gas either using the receipt from the gas station or at the price per gallon that we paid for the fuel in our inventory. We may, in our sole discretion, charge your account as these charges are incurred or add it to your next monthly bill.

### **How many keys will I receive?**

You will receive one master key and fob at the time you receive the Vehicle. Frank keeps the additional key on hand in the event of a lost key. In this instance, Frank will assist in getting a replacement key made for you and will need the additional key to do so. Lost keys are replaced at your expense.

### **Notifying us of changes to your account**

You are required to notify us promptly if any of the following information changes with respect to you or your account:

- The address of your primary residence;
- Your email address or mobile phone number;
- Your payment method or details;
- Eligibility of you or an Additional Driver (i.e., changes in driver’s license status or driving record).

### **Notifying us of damage to the Vehicle**

You are required to notify us when you become aware of any damage to a Vehicle in your possession. This includes damage to the exterior (e.g., a dent) and damage to the interior (e.g., spilled coffee resulting in a stain). Providing you are in compliance with the terms of the Subscription Agreement, these Rules of Use and the Schedules, you

will not be liable for any costs to repair regular wear and tear damage (as determined by us) to our Vehicles – we simply want you to keep us informed.

To notify us of damage, select the appropriate option on our Platform. The Platform will prompt you to enter details of the damage and to take photographs of the incident using the camera on your phone.

### **What happens if our Vehicle is stolen while in your possession?**

Stolen Vehicles must be immediately reported to us and to the proper authorities. Please call us as soon as is reasonably possible by phone at 888-573-2040.

You must deliver to us a copy of the written police or other report for the stolen Vehicle within twenty-four (24) hours and cooperate in all reasonable respects with attempts to recover the stolen Vehicle. We will provide you with a new Vehicle as promptly as possible, subject to availability.

### **What happens if the Vehicle has a breakdown?**

If one of our Vehicles breaks down, immediately ensure that you are in a safe location away from traffic hazards. You should then contact us immediately by phone at 888-573-2040 so that we can get you moving again. If a problem arises that prevents or limits the use of the Vehicle or that may compromise your safety or the safety of others, you must immediately notify us and follow our instructions and use reasonable care to protect your safety and the safety of others.

If you are within reasonable proximity to one of our hubs, we may provide a replacement vehicle for you to drive, subject to availability. You may have the option to request delivery of a replacement vehicle (which will be subject to a delivery fee) or pick-up the replacement vehicle at our location. If you can safely remain with the Vehicle, we will ask you to remain with your original Vehicle until we can exchange keys with you and send you on your way. We will take responsibility for the Vehicle that has broken down. If you are not within reasonable proximity to one of our service centers, we will work with you to arrange for a roadside assistance provider to come out and take care of the problem.

If you wish to perform a jump start to one of our Vehicles, you must notify us immediately at the same number set forth above. You are fully responsible for any damage that may result from the improper use of jumper cables or other tools. It is strictly forbidden to provide a jump start to any other vehicle. When using one of our Vehicles, you must follow the owner manual's instructions.

### **What happens if you have an accident?**

In case of an accident involving our Vehicle, which includes property damage or involves any third party, you must obtain an official police report at the time of the accident.

If you are involved in an accident, find a safe location and call 911 to report the accident. When speaking with other parties and the police, be factual but do not admit fault. Once all emergencies and safety issues have been handled, call Frank at 888-573-2040. A Frank representative will guide you through the accident reporting process. You will need the following information:

Date, time, and place of accident or incident;

The name, address, date of birth and driver's license number of all people involved (including all drivers, passengers, witnesses and other people involved);

The insurance policy number and name and phone number for the insurance company and agent on all vehicles involved (regardless of any assessment of fault);

Pictures and/or video of the scene including all cars and property involved in the accident;

The license plate numbers of any other vehicles involved, their make and year, and their vehicle identification number;

A summary of the circumstances of the accident or incident; and

A police report is required, regardless of liability or fault, and should be attached.

You agree to cooperate fully with us in the investigation and defense of any claim or lawsuit arising from any accident. We may suspend your subscription and your use of our Vehicles and the Program, in our sole discretion, until any investigation has been concluded.

You acknowledge and agree that any accident involving the Vehicle may be reported to the applicable insurance company or other rating agency and remain a part of your personal driving history for an indefinite period of time. YOU ALSO ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY MEDICAL OR OTHER COSTS ASSOCIATED WITH ANY INJURY SUSTAINED BY YOU OR ANY OTHER PERSON AS A RESULT OF ANY ACCIDENT WHILE THE VEHICLE IS IN YOUR POSSESSION AND YOU HEREBY WAIVE ANY AND ALL CLAIMS AND AGREE TO INDEMNIFY AND HOLD US HARMLESS AGAINST ANY COSTS OR DAMAGES ARISING OUT OF SUCH CLAIMS.

### **What happens if you have a traffic violation or incur a toll?**

You are expected to operate our Vehicles at all times in full compliance with all traffic and safety laws. You are responsible for any violations that occur during your use of our Vehicles, including all toll charges (“**Tolls**”); and speed limit, stop sign, red light, photo enforcement, parking, toll evasion fees, and other violations (each a “**Violation**”). You must not leave a Vehicle in a zone which has parking or other restrictions in effect. You are liable for all Tolls and Violations incurred during a Rental Period. You must notify us of any Tolls or Violation notices issued to you or an Additional Driver while operating our Vehicle or found on a Vehicle at the time of pickup of the Vehicle. All unreported Tolls and Violations will be your responsibility if they occur during the time period during which your subscription to use our Vehicle is in effect. **Certain toll roads do not accept cash. To avoid toll violations and associated fines, fees, and taxes (and processing and convenience fees described below), you must pay all Tolls with a personal transponder that is accepted on the road; use only cash lanes and pay cash; plan a route to avoid Tolls; or consult local authorities for other payment methods.**

**Tolls and Violations Generally.** If we receive notice of a Toll or Violation, we may either pay the face value of the Toll or Violation plus any fines, fees, or taxes on your behalf and then add the amounts paid plus an administrative fee up to \$7.95 per day for each day that you incur a Toll (regardless of the number of Tolls that you incur on that day) or \$25 per Violation to your account charges or we may, if permitted by the authority issuing the Toll or Violation, transfer liability for the payment of the face value of the Toll, Violation, fines, fees, and/or taxes to you, and you will then be wholly responsible for all correspondence with the appropriate authority and any amounts due. If we transfer liability for a Toll or Violation to you, we will charge your account an administrative fee of up to \$7.95 per day for each day that you incur a Toll Tolls or \$25 per Violation. We will endeavor to provide you notice before we pay any penalties or fees attributable to you. Once paid by us, it may not be possible for you to challenge the penalty or fee. The right to appeal, or transfer liability, on any traffic or parking charge issued by any authority or body belongs to us and will be at our discretion. In the case of speeding notices, we are obligated to pass on the details to the police, who will then contact you directly. You authorize us to release your rental and payment card information to a Provider (defined below) for processing and billing purposes. If we or a Provider pay a Toll or Violation assessed on the Vehicle during a Rental Period, you authorize us or the Provider to: (a) charge all payments and administrative fees to the payment card you used for your subscription; and (b) contact you directly or send invoices regarding any Tolls or Violations incurred by you or assessed against us to our Vehicle during a Rental Period.

**Electronic Toll Payment Service.** As an alternative to the process described above, the Vehicle may be equipped with the ability to pay tolls electronically through us or a third-party provider (“**Provider**”). In that case, if a Toll is incurred on the Vehicle, we or the Provider will charge you for the actual cost of the Toll incurred plus: all

applicable fees and taxes and service charges, and any payment processing charges and convenience fees on the Fee and Rate Schedule. If we or a Provider charge you for a Toll you believe you paid, you must submit proof of payment to us to be relieved of your obligation to pay us or the Provider.

**We will track your usage of our Vehicles to ensure proper use (to the extent permitted by law)**

We want to offer our subscribers Vehicles that are in great condition. In order to do that, we intend to keep track of how those Vehicles have been used and maintained by our subscribers to the extent permitted by law. This tracking of usage allows us to be certain that our Vehicles have been well maintained and have been used properly. It also helps us to anticipate maintenance needs for our Vehicles before urgent action is required and, if permitted by law, allows us to monitor for drivers who are treating our Vehicles in a way that is negligent or is likely to cause abnormally high wear and tear.

Each of our Vehicles is equipped with technology that, to the extent permitted by law, allows us to track its location and that informs us when certain driving events occur. For example, the technology may inform us when a Vehicle accelerates unusually fast, brakes unusually hard or takes a corner at an unusually high speed. **BY DRIVING OUR VEHICLES AND USING OUR SERVICES, YOU CONSENT TO TRACKING DESCRIBED IN THESE RULES (TO THE EXTENT PERMITTED BY LAW). IN ADDITION, IF PERMITTED BY APPLICABLE LAW, WE RESERVE THE RIGHT TO DISABLE THE IGNITION IF YOU FAIL TO MAKE ANY PAYMENTS WHEN DUE.**

We expect you to drive responsibly and look after the Vehicles in your possession as a diligent owner might. In the interests of all of our subscribers, we reserve the right to suspend or cancel service for subscribers who persistently treat our Vehicles in a manner that is not consistent with those expectations. If we identify subscribers who repeatedly drive our Vehicles in unusual ways that we deem potentially negligent, who experience damage incidents at an unusually high rate, who fail to report instances of damage that might reasonably be detected, or who act in a manner inconsistent with these Rules of Use, we reserve the right to withdraw service immediately or to give the subscriber an advisory warning.

To be clear, we are not looking to penalize you for unfortunate mishaps. We understand that everyone gets a dent from time to time, that everyone spills a drink from time to time, and that everyone needs to hit the brakes hard on occasion, but we want to keep our cars safe and our costs reasonable for the benefit of all of our subscribers.

## Schedule 2 – Fees and rates

You will subscribe to a specific Vehicle inside of the Platform. Your subscription fee will depend on the Vehicle that you select. You will find these rates, as well as the current rates for other fees, in the FAQ during the sign-up process. This Schedule 2 may be updated and replaced from time to time if you return the Vehicle listed below and activate another Vehicle.

Vehicle Information	
Year/Make/Model/Color	
VIN	
License Plate	
Activation Date	
Mileage Out	
Allowable Monthly Miles	833
Excess Mileage Fee	

One-Time Charges	
Vehicle Activation Payment	
Restocking Fee	
Sales Tax	
Security Deposit	
<b>TOTAL ONE-TIME CHARGES</b>	

Monthly Fees	
Subscription Fee (includes use of the Platform, the Vehicle, routine maintenance, and roadside service)	
Insurance Fee**	
Other Charges	
Sales Tax	
<b>TOTAL MONTHLY FEES</b>	

\*The Insurance Fee is collected by us on your behalf and remitted to a third-party insurance provider.

\*The Subscriber is responsible for the purchase of fuel and payment of road tolls, traffic tickets or parking fines. As a convenience, the cost to refuel a Vehicle when returned (without mark-up) will be charged to your account. Similarly, if your Vehicle is equipped with an electronic toll card, any fees (including payment processing and convenience fees) incurred during your possession of the Vehicle will be charged to your account. In addition, if a Vehicle is returned excessively dirty or with evidence (including odors) of pets or smoking/vaping, the Subscriber may be responsible for an additional cleaning fee. See Schedule 1, "Rules of Use" for additional information.