

RENTAL AGREEMENT

Renter agrees by Renter's signature on the digital tablet (hereinafter referred to as the "Rental Agreement Summary") that Renter has read, is aware of, accept full responsibility for and is bound by the terms and conditions contained in this Rental Agreement Jacket and in the Rental Agreement Summary (the Rental Agreement Summary and Rental Agreement Jacket shall be referred to collectively as the "Agreement" herein), hereof for the Rental Period whether or not subsequent Agreements are executed by Renter or if Owner assigns a new Agreement number during the Rental Period for the purpose of invoicing Renter. Renter expressly acknowledges that Renter and Owner are the only parties to this Agreement, notwithstanding that a reservation for Vehicle may have been arranged by a third party; that a third party may pay for all or part of the rental bill; and/or that a third party may negotiate certain terms of the rental, including but not limited to the type of Vehicle, length of rental, rental rate and /or selection of options products. For matters arising from this Agreement, Renter authorizes Owner to verify and/or obtain through credit agencies or other sources Renter's personal, credit and/or insurance information. This Agreement, is the entire Agreement between Renter and Owner and cannot be altered by another document or oral agreement unless agreed to in writing and signed by Renter and Owner.

- 1) Definitions: For the purposes of this Agreement, the following terms are specifically defined:
- 2) "Additional Authorized Driver(s)" (ADD(s)) means any individual in addition to Renter who is permitted to operate Vehicle. This includes individuals identified on the Rental Agreement Summary as ADDITIONAL AUTHORIZED DRIVER(S), and with the permission of Renter, includes Renter's spouse or domestic partner who meets the minimum rental age and holds a valid license and has presented the license at point of vehicle pickup. Minimum age for Driver is 21 years old.
- 3) "Owner" for the purposes of this Agreement means "OWNER OF VEHICLE" Shown near the bottom of the Rental Agreement Summary;
- 4) "Rental Period" means the period between the time Renter takes possession of Vehicle until Vehicle is returned or recovered and in either case, checked in by Owner.
- 5) "Renter" means the person, or entity identified on the Rental Agreement Summary as "RENTER."
- 6) "Vehicle" means the "ORIGINAL VEHICLE" or any replacement vehicle(s).
- 7) Ownership/Vehicle Condition/Warranty Exclusion. Renter acknowledges that Vehicle and Optional Accessories are, by ownership, beneficial interest or lease, property of Owner of its affiliate, even if owned, registered, or titled to a third party. Renter is not an agent of Owner and has no authority to bind Owner. Renter agrees Renter received Vehicle in good physical and mechanical condition. RENTER IS TAKING

POSSESSION OF VEHICLE AND ANY OPTIONAL ACCESSORIES "AS IS" AND HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT VEHICLE AND ANY OPTIONAL ACCESSORIES AND THEIR OPERATION. OWNER EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE AND ANY OPTIONS ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OR MERCANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

- 8) Payments by Renter
- 9) For items designated as either "/hour," "/day," "/week" or "/month" on the Rental Agreement Summary.
- 10) "hour" is 60 consecutive minutes or any portion thereof beginning at the start time of the rental
- 11) If "day = 24-hour period", "/day" is each consecutive 24 hours beginning at the start time of the rental
- 12) If "day = calendar day," "/day" is each consecutive full or partial day of the week.
- 13) "/week" is 7 consecutive 24-hour days beginning at the start time of the rental
- 14) "/month" is 30 consecutive 24-hour days beginning at the start time of the rental
- 15) Unless expressly modified on the Rental Agreement Summary, all charges are for a minimum of 1 day.
- 16) Renter shall pay Owner; its affiliates or agents amounts as set forth on the Rental Agreement Summary for:
- 17) The hour, day, week, and month charges on the Rental Agreement Summary for the Rental Period. The "/hour" charge is shown on the Rental Agreement Summary shall apply to each full or partial hour more than a day. The hourly charges shall not exceed the cost of one additional day. If Vehicle is returned during non-business hours or to any place other than the Branch Location on the Rental Agreement Summary, all rental charges incurred through the time an employee of Owner checks in Vehicle are Renter's responsibility.
- 18) The kilometre charge per kilometre for all kilometres exceeding any free kilometres set forth on the Rental Agreement Summary permitted for the Rental Period.
- 19) The Optional Accessories, services and/or products charges for those items accepted by Renter.
- 20) The fuel charge at the rate shown. If based on consumption and Vehicle is returned with less fuel than when rented, the charge shall be for the Owner's estimated difference in fuel level shown on the fuel gauge from the time Vehicle is rented to the time it is returned. Renter shall not receive a refund of credit if Vehicle is returned with more fuel than when Renter received it or if Renter purchased prepaid fuel. If Renter purchased Fuel Service Options, the Renter's fuel charge shall be the per litre charge multiplied by the fuel tank capacity of Vehicle rented. Renter shall not receive a refund or credit for unused fuel.

- 21) The one-way fee (for returning to a predetermined location other than the Branch Location on the Rental Agreement Summary), fees for AAD(s) and/or fees based on Renter or AAD(s) age.
- 22) The other fees and charges (none of which are taxes) including to but not limited to:
- a) The Vehicle License Recovery (VLF REC) which is Owner's charge to recover Owner's estimated average daily cost per vehicle of the charges imposed by governmental authorities to title, register and plate all vehicles in the rental fleet registered in province of rental including air conditioning tax, tire tax, and battery levy where applicable. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.
 - b) The Facility Fee Recovery (FAC REC) which is the Owner's charge to recover the estimated fees, charges, costs, which may include rent paid by Owner to the owner, operator or agent of the location being serviced by Owner for this rental or to the owner, operator, or agent of the location of the Branch Address on the Rental Agreement Summary.
 - c) Additional Obligation of Renter – Unless prohibited by law, Renter shall pay Owner, its affiliates, or agents:
 - i) If Vehicle returns to a location other than the designated return location, a vehicle recovery fee, unscheduled one-way fee or drop charge which shall be no more than the greater of: a) \$100; b) \$1.50 per kilometre between the return location and original rental office; or c) Owner's adjusted daily, weekly, or monthly rate applicable on the date of return.
 - d) For damage to, loss or theft of Vehicle or Optional Accessories, including all related costs (see paragraph 7,) if DW, as described in paragraph 17 or RAP, as described in paragraph 19, do not apply.
 - e) All fines, costs, charges, and attorneys' fees paid or to be paid by Owner, its affiliates or a third party for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (Fines, Tolls, and Violations). Renter consents to the payment of all Fine Tolls and Violations by Owner, its affiliates or a third party on Renter's behalf without advance notice thereof and acknowledges that such payment any prejudice Renter's ability to contest Fines, Tolls, and Violations with the applicable authority. Renter agrees Owner may provide Renter's information to applicable authorities and/or third parties to process payment and /or transfer liability to the Renter for any such Fines, Tolls, and Violations. In addition, Owner, and its affiliates or a third party may assess a fee of up to \$25 per incident to apply towards all costs incurred in connection with Fines, Tolls and Violations and their administration.
 - f) RENTER EXPRESSLY AUTHORIZES OWNER OR ITS AFFILIATE TO TRANSFER RENTER'S NAME, ADDRESS, CREDIT CARD INFORMATION AND ALL OTHER DATA NECESSARY TO ENABLE THE COLLECTION OF

ALL SUCH AMOUNTS RELATING TO TOLLS AND MOTOR VEHICULAR FINES AND/OR PARKING INFRACTIONS. A late charge of 1 ½% per month (19.5% per year), not to exceed the maximum allowable by law, on all charges not paid within 30 days after the end of the Rental Period.

- g) All expenses incurred by Owner in the collection of amounts due Owner under this Agreement or in regaining possession of Vehicle or in enforcing any term or condition of this Agreement, including legal fees, Owner's administrative fees, and any other costs or expenses incurred by Owner.
- h) The taxes, fees and other mandatory charges imposed by provinces, states, counties, and other governmental authorities.

23) Limits on Use and Termination of Right to Use Renter agrees to the following limits on use:

- a) Vehicle shall not be driven by any person other than the Renter or AAD(s) without the Owner's prior written consent.
- b) Vehicle shall not be used for transporting persons for hire; as a school bus; driver training; or any other delivery service such as Uber or Skip the Dishes.
- c) Vehicle shall not be used for any illegal purposes, in any illegal or reckless manner, in a race or speed contest, or to tow or push anything.
- d) Vehicle shall not be used to carry passengers more than the number of seatbelts provided by the manufacturer or outside of the passenger compartment.
- e) Renter shall not remove any seats from Vehicle.
- f) Vehicle shall not be driven by any person impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription.
- g) Vehicles shall not be driven or taken outside the provinces and states authorized on the Rental Agreement Summary.
- h) Vehicle shall not be loaded more than Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of the Vehicle plus weight of load, as indicated on the driver side door jam, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and/or guidelines.
- i) Vehicle shall not be driven on an unpaved road or off-road.
- j) Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without permission of Owner; or who misrepresents or withholds facts to/from Owner material to rental, use of operation of Vehicle.

24) Renter shall not transfer or assign this Agreement and/or sublease Vehicle.:

- a) Vehicle shall not be driven by any person other than the Renter or AAD(s) without the Owner's prior written consent.

- b) Vehicle shall not be used to store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
- 25) Renter agrees to return Vehicle and any Optional Accessories to Owner on or before return date to the Branch Location on the Rental Agreement Summary or on Owner's demand and in the same condition as received, ordinary wear and tear excepted. Extensions to the Rental Period are at the Owner's option.
- 26) In the event of any violation of the limits on use or any other provision of this Agreement, Owner automatically, without any further notice to Renter or AAD(s), terminates their right to use Vehicle and Owner retains any other rights and remedies provided by law. Owner has the right to seize Vehicle without legal process or notice to the Renter or AAD(s). Renter and AAD(s) hereby waive all claims for damages connected with such seizure, including loss or damage to contents, and shall pay all expenses incurred by Owner in returning Vehicle to the original rental office.
- 27) If Renter or AAD(s) continue to operate Vehicle after the right to do so is terminated, Owner has the right to notify the police Vehicle has been stolen. Renter and AAD(s) hereby release and discharge Owner from and indemnify, defend, and hold Owner harmless against any liability arising from such notice. Renter remains responsible for all charges, costs, taxes, fees, and obligation as set forth in Paragraph 3.
- 28) Accidents. Accidents involving Vehicle must be immediately reported in writing to the office where vehicles are rented, and in no event later than the following business day after the accident. Renter and AAD(s) must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits and proceedings arising from such an accident. In the event of a claim, suit, or legal proceeding, Renter and AAD(s) shall cooperate fully with Owner and its representatives. Vehicle may be equipped with an Event Data Recorder to similar device (EDR) for the purpose of recoding data about the operation of Vehicle. To the extent permitted by law, Renter consents to Owner or its representatives retrieving and using such data from the EDR.
- 29) Damage to, Loss or Theft of, Vehicle, Optional Accessories and Related Costs. Except to the extent restricted, modified or limited by provincial law, Renter accepts responsibility for damage to, loss or theft of, Vehicle, Optional Accessories or any part or accessory occurring during the Rental Period regardless of fault or negligence of Renter or any other person or act of God. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner fair market value less any sale proceeds. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional

Accessories are not returned Renter shall pay Owner the replacement cost of the Optional Accessories. Renter is responsible for all towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. Renter agrees to pay any taxes, fees and other mandatory charges imposed by provinces, states, counties and other governmental and/or airport authorities.

Renter agrees to pay a sum for loss of use, regardless of fleet utilisation, calculated as follows: 1) if Owner determines Vehicle is repairable: total labour hours from the repair estimate divided by 3 multiplied by the daily rate (including any Car Class Change) on the Rental Agreement Summary; 2) if Vehicle is stolen and not recovered or Owner determines Vehicle is Salvage: 15 days at the daily rate on the Rental Agreement Summary. Renter also agrees to pay (a) and administrative fee of \$75.00 when the repair estimate is less than \$5000 or \$150 when the estimate is \$5000 or greater; (b) a sum for diminishment of value if Vehicle is repairable calculated as 10% of the repair estimate if the damages are greater than \$499. If Vehicle is returned during non-business hours or to any place other than Branch Location on the Rental Agreement Summary, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL DW. Renter agrees to pay a sum for loss of use, regardless of fleet utilisation, calculated as follows: 1) Owner determines Vehicle is repairable; total labour hours from the repair estimate divided by 3 multiplied by the daily rate (including any Car Class Change) on Page 1; 2) if Owner determines vehicle is repairable and the repair invoice does not include labour hours: the daily rate on Page 1 multiplied by .25; 3) If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage: 15 days at the daily rate on Page 1.

30. Motor Vehicle Liability Insurance. Except to the extent required by the motor vehicle financial responsibility laws of the applicable province or otherwise by law, Owner does not provide insurance coverage or motor vehicle financial responsibility to Renter, AAD(s), passengers or third parties through this Agreement. If valid automobility liability insurance or self insurance is available on any basis to Renter, AAD(s) or any other driver and such insurance or self insurance satisfies the applicable motor vehicle financial responsibility law, such insurance is primary and Owner extends none of its insurance or motor vehicle responsibility. However, if Renter and AAD(s) are in compliance with the terms and conditions of this Agreement and if Owner is obligation to extend its insurance or motor vehicle financial responsibility to Renter, AAD(s) or third parties, then Owner's obligation is limited to the applicable provincial minimum financial responsibility amounts. To the extent required by law, Owner's

insurance also provides for limited Accident Benefits and Uninsured/Unidentified Motorist Coverage. Owner does not otherwise extend any of its motor vehicle financial responsibility or provide coverage to Renter, AAD(s), passengers or third parties. Owner's financial responsibility does not extend to liability imposed or assumed by anyone under any worker's compensation act, plan, or contract.

31. Indemnification by Renter and Driver
- a. Renter and driver shall defend, indemnify, and hold Owner or its affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, and other expenses incurred by Owner or its affiliate(s) in any manner from this rental transaction, or from the use of Vehicle by any person.
 - b. With respect to the protection provided by optional DW, if purchased, Owner or its affiliate(s) waived indemnification in accordance with paragraph 17. SEE PARAGRAPH 17 FOR MORE INFORMATION ON DW.
 - c. In the event legal liability is imposed upon Owner or its affiliate(s), renter and/or driver due to an accident or occurrence, motor vehicle liability insurance available to the renter and/or driver are primary coverage and must respond to the liability of the Owner or its affiliate(s), renter, and driver.
 - d. If legal liability is imposed upon Owner or its affiliates(s) due to an accident or occurrence, Renter and ADD(s) shall indemnify and hold harmless Owner or its affiliate(s) for any amounts of such liability.

32. Personal Injury Accident Benefits and Uninsured/Unidentified Motorist Protection. Except as required by law, or as provided by the insurance of motor vehicle financial responsibility described in paragraph 8, Owner or its affiliate do not provide personal injury Accident Benefits protection, or Uninsured/Unidentified Motorist protection through this Agreement. Renter expressly selects such protection in the minimum limits with the maximum deductible and expressly waives and rejects any such protection more than the minimum amounts required by law.

33. Personal property. Owner is not responsible for any damages to or theft of Renter's individual property or data contained therein, whether the damage or theft occurs during or after termination of the rental transaction. Renter acknowledges and agrees that no bailment is or shall be created upon Owner, whether actual, constructive, or otherwise, for any individual property carried in or left in Vehicle or on Owner's premises. Renter shall defend, indemnify, and hold Owner and its affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner or its affiliate(s) or in any way arises out of Renter's or Renter's passengers' failure to remove any individual property or data downloaded to Vehicle of Renter or Renters passengers upon termination of the Rental Period. SEE PARAGRAPH 18 FOR INFORMATION ON OPTIONAL PEC.

34. Vehicle shall not be driven or taken outside of Nova Scotia, New Brunswick or Prince Edward Island. Even with Owner's prior written consent, DW, PAI and PEC do not apply outside of Atlantic Canada Canada and the US, as specified, and approved by Owner, prior to taking Vehicle outside of Canada and the US.
35. Third Party Proceeds. If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Renter under the Agreement, Renter hereby assigns to Owner Renter's right to receive such payment. Only those amounts actually paid by a third party to Owner shall reduce the amount owed by Renter under this Agreement; provided however, certain third parties may have agreed to pay Owner a flat rate for this rental in lieu of Owner's "day" charges or the per diem benefits under the applicable insurance policy. In such event the flat rate might exceed or be less than: the normal "day" charges as calculated under this Agreement; or third party's per diem benefits. Regardless of the amounts paid under such flat rate arrangement, third party payments shall not be applied to: vehicle upgrades or optional products (beyond those provided by the third party); or, rental days beyond those specified by the third party. Renter remains responsible for all charges not paid by the third parties, such as charges for vehicle upgrades, optional products, extra rental days, and all other charges.
36. Power of Attorney. Renter hereby grants and appoints to Owner a Limited Power of Attorney:
- 1) To present insurance claims of any type to Renter's insurance provider if:
 - a) Vehicle is damaged, lost or stolen during the Rental Period and if Renter fails to pay for any damages; or
 - b) Any liability claims against Owner arise in connection with this rental transaction and Renter fails to defend, indemnify, and hold Owner harmless from such claims.
 - c) To endorse Renter's name to entitle Owner to receive insurance payments directly for such claims, damages, liabilities, or rental charges.
37. Severability. If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.
38. Limitation of Remedy/No Consequential Damages. If Owner breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Renter or AAD(s) and if Owner is liable under applicable law for such breach or Vehicle failure, Owner's sole liability to Renter and AAD(s) and Renter's and AAD(s)' sole remedy is limited to the substitution of another similar Vehicle by Owner to Renter and to recovery by Renter of the pro rata daily rental rate for the period in which Renter or AAD(s) did not have use of Vehicle or substitute Vehicle. RENTER AND AAD(S) WAIVE ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO

RENTER OR AAD(S) AND SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO RENTER OR AAD(S). Renter further acknowledges that any personal data or Information downloaded or transferred to Vehicle may not be secure and may be accessible after the Rental Period. Renter releases Owner from any liability resulting from or otherwise arising out of any such data or information being accessed and/or utilized by a third party.

39. Car Protection Package is not insurance and is not required to rent Vehicle. Renter may purchase optional Car Protection Package (CPP) from Owner for an additional fee. If Renter purchases CPP, Owner agrees, subject to the actions that invalidate CPP listed below, to contractually waive Renter's responsibility for all or part of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence, according to the amount initialed on the Rental Agreement Summary of Agreement. Notwithstanding anything to the contrary and unless prohibited by law, CPP does not apply to lost or damaged keys, key fobs, transponders, Optional Accessories, or any liability imposed by law. CPP does not apply to damages occurring outside of Atlantic Canada. When deciding whether to purchase CPP, Renter may wish to check with Renter's insurance representative or credit card company to determine whether, in the event of damage to, or theft of, Vehicle, Renter has coverage or protection for such damage or theft and the amount of Renter's deductible or out-of-pocket risk. THE FOLLOWING ACTIONS SHALL INVALIDATE DW:

- a. a. If Vehicle is Damaged when used or driven:
 1. By any person other than Renter or AAD(s) without Owner's prior written consent
 2. By any person if there is reasonable evidence the driver was impaired by the use of narcotics, intoxicants, or drugs, used with or without a prescription;
 3. By any person committing a felony or otherwise engaged in a criminal act.
 4. In a race or speed contest.
 5. To tow or push anything
 6. Outside the provinces or states authorized on the Rental Agreement Summary of the Agreement;
 7. Under authority of any license that has been suspended, revoked, invalid or does not belong to the driver;
 8. To transport persons or property for hire;
 9. In a wanton or reckless manner or if the Vehicle is deliberately damaged;
 10. On an unpaved road or off road;
 11. To transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind; or
- b. If Renter misrepresents facts to Owner pertaining to rental, use, or operation of Vehicle: or not secured; or
- c. If Vehicle's interior components are stolen or damaged when Vehicle is unlocked or keys are not secured; or

- d. If Renter fails or refuses to provide Owner, police, or other authorities with a full report of any accident or vandalism involving Vehicle or otherwise fails to cooperate with Owner, police, or other authorities in the investigation of any accident or vandalism.
- e. If Vehicle is stolen and Renter fails to do any of the following:
 - i. Return the original ignition key(s) and Owner's key tag identifying Vehicle;
 - ii. File a police report within 24 hours after discovering theft;
 - iii. Cooperate fully with Owner, police and other authorities in all matters connected with the investigation of the theft;
 - iv. Ensure that Vehicle's ignition is turned off at time Vehicle is stolen.

40. Telematics Notice and Release. Vehicle may be equipped with OnStar or another vehicle telematics system (Telematics System). Some or all Telematics System functionality may or may not be active during the Rental Period and/or may be deactivated automatically and without warning or notice. Renter acknowledges that such systems utilize wireless technology to transmit data and, therefore, privacy cannot be guaranteed and is specifically disclaimed by Renter. Renter authorizes any person's use or disclosure of or access to (a) location information, (b) automatic crash notification to any person for use in the operation of an automatic crash notification system and, (c) operational condition, mileage, diagnostic and performance reporting of vehicle as permitted by law. Renter shall inform all AAD(s) and passengers of the terms of this section and that Renter has authorized such use, disclosure or access as provided herein. Renter releases Owner and agrees to indemnify, defend and hold harmless Owner, operator of the Telematics System, wireless carrier(s) and other suppliers of components or services and their respective employees, officers, directors and agents from any damage (including incidental and/or consequential damages) to persons (including with limitation Renter, AAD(s) and passengers) or property caused by failure of the telematics system to operate properly or otherwise arising from the use of the Telematics System by Renter, an AAD or Owner. Use of the Telematics System is subject to the terms and conditions and privacy statement (Telematics Terms) posted by the applicable Telematics System provider and/or vehicle manufacturer (in the case of OnStar Telematics Terms are available at www.onstar.com), which may include system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices, descriptions of use and sharing of information, and user responsibilities. By Signing this Agreement, Renter authorizes the provision of such Telematics Services in accordance with, and agrees to be bound by, the Telematics Terms. Third party service providers are not agents, employees, or contractors of Owner.

41. Headings. The heading of the numbered paragraphs of this Agreement are for convenience only, and not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.
42. Choice of Law. All terms and conditions of this Agreement shall be interpreted, construed, and enforced pursuant to the laws of the Province where this Agreement is executed by Renter without giving effect to the conflict of laws provisions of such Province.
43. Customer Privacy. The information you provide to Owner is stored and used in accordance with Owner's privacy policy, which is available at www.raceautogroup.com which may be amended from time to time and which is incorporated herein by reference. Questions should be directed to Race Auto Group, 54/54 Sackville Dr, Lower Sackville NS B4C 2R1, 902-830-7223. The Renter agrees to the Owner's use and disclosure of such information as set out below and as further detailed. the Privacy Policy. Among other uses, personal information may be used to assist you with reserving, renting, and purchasing motor vehicles and provide you information on our car sales, provide you by mail & email with discounts, coupons, offers and information that may of interest to you; obtain your feedback on your satisfaction with Renter's services by contacting you by email, on a cell phone or other number provided on the Rental Agreement or otherwise provided to owners; compile statistics and analysis about customers' use of our sites, products and services; and help operate, maintain and improve our systems and sites. For additional details, please see the privacy policy available a. the renting location. Renter may always opt out of receiving communications, including commercial electronic messages for marketing purposes or from receiving telemarketing or customer satisfaction calls. in the event Renter wishes to comment on or review any of Renter's personal information which Owner has retained, or in the event Renter wishes to object to any of the foregoing, including opting out of being contacted by mail, email or telephone, Renter should contact owner at (902-830-7223) or follow unsubscribe on electronic communications.
44. Release of Information to Third Parties. Owner may disclose Renter's personal information: 1) when required by law, 2) in response to legal process, 3) without legal process in response to a request from law enforcement relating to a criminal investigation; 4) to protect Owner's rights, privacy, safety or property, or the public; 5) to permit Owner to pursue available remedies or limit damage, or 6) to enforce the terms of any rental or sales agreement or website's terms and conditions. Renter further agrees that Renter's personal information may be shared with Owner's Affiliates, Parent Company, service providers, agents and licensees in order to

service Renter's account with Owner, respond to Renter's questions, seek Renter's feedback on their satisfaction, promote additional products and services offered by Owner that may interest Renter, and to third parties such as insurance companies and others as further detailed in Owner's privacy policy available in rental locations or online. Owner may also disclose Renter's personal information to perform a credit check or any effort by owner to collect outstanding debts or other fees due and owing to Owner pursuant to this Agreement. ALL INFORMATION THAT WE PROCESS MAY BE TRANSFERRED TO OR STORED ON SERVERS AND PROCESSED OUTSIDE THE COUNTRY OF YOUR RESIDENCE, INCLUDING THE UNITED STATES AND SUBJECT TO LAWS IN THE US.