

THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

1. ENTIRE AGREEMENT
2. AVIS APP
3. GENERAL INFORMATION
4. CHANGES
5. MEANING OF CAR
6. WHO MAY DRIVE THE CAR
7. RETURN OF THE CAR
8. WHERE YOU'LL RETURN THE CAR
9. RENTAL CHARGES
10. TAXES, SURCHARGES, AND FEES
11. CARD RESERVE
12. REPOSSESSING THE CAR
13. LOSS DAMAGE WAIVER (LDW)
14. DAMAGE TO/LOSS OF THE CAR
15. PROHIBITED USE OF THE CAR
16. FUEL SERVICE CHARGE
17. E-TOLL
18. FINES, EXPENSES, COSTS, & ADMINISTRATION FEES
19. ROADSIDE ASSISTANCE
20. EMERGENCY SERVICES PROTECTION (ESP)
21. PERSONAL ACCIDENT INSURANCE (PAI)
22. PERSONAL EFFECTS PROTECTION (PEP)
23. LIABILITY PROTECTION
24. ADDITIONAL LIABILITY INSURANCE (ALI) & EXCLUSIONS
25. INDEMNIFICATION AND WAIVER
26. PROPERTY IN THE CAR
27. CURRENCY CONVERSION
28. ERROR IN RENTAL CHARGES
29. COLLECTIONS
30. ARBITRATION
31. ONSTAR AND SATELLITE RADIO
32. ADDITIONAL SERVICES AND PRODUCTS
33. GPS BY GARMIN®
34. USE OF GPS TRACKING DEVICES
35. CONNECTED CAR & LOCATION DATA
36. PRIVACY
37. ELIGIBILITY CRITERIA FOR CERTAIN SERVICES
38. ELECTRONIC COMMUNICATIONS
39. OTHER IMPORTANT PROVISIONS

**AVIS PREFERRED®
RENTAL TERMS AND CONDITIONS
UNITED STATES AND CANADA**

1. **ENTIRE AGREEMENT.** These Terms and Conditions, any additional agreement signed by you, the Privacy Notice, the Avis Mobile App (“Avis App”) Terms of Use (if installed), rental documents and a return record with computed rental charges together constitute the rental agreement (“**Agreement**”) between yourself and Avis Rent A Car System, LLC, or the independent Avis System Licensee identified on the rental document (“**Avis**”).
2. **AVIS APP.** Avis Preferred members can enjoy certain enhanced services, such as renting a car, with the Avis App. The installation, use and features of the Avis App are subject to additional terms.
3. **GENERAL INFORMATION.** You rent from us the car described on the rental document, which rental is solely a bailment for mutual benefit. You agree to the terms below, provided any such term is not prohibited by the law of a jurisdiction covering this rental, in which case such law controls. “You” and “your” refer to the person who signs the Agreement, “we”, “our” and “us” refer to Avis. You also agree that you are not our agent for any purpose; and that you cannot assign or transfer your obligations.
4. **CHANGES.** Any change in the Agreement or our rights must be in writing and signed by an authorized Avis officer. You further agree that we have the right to change these Terms and Conditions from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the Avis web site. Such changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the Avis web site, which date will be indicated therein, without any requirement by you to sign the changed Terms and Conditions. Changes to the Terms and Conditions will be posted as they occur on the Avis web site at avis.com/terms and will govern all rentals even if the terms provided at time of enrollment are different.
5. **MEANING OF CAR.** The word “car” means the vehicle rented to you or its replacement and includes tires, tools, equipment, accessories, plates, and documents, unless otherwise explicitly specified in the Agreement.
6. **WHO MAY DRIVE THE CAR.** You represent that you are a capable and validly licensed driver. You agree that we have the right to verify that your license has been validly issued and is in good standing and remains in good standing as a condition precedent to each rental; and that we may in our sole discretion refuse to rent to you if your license has been suspended, revoked, otherwise restricted in any way. We reserve the right to deny rentals based upon information about your license status, authenticity of the credential, or driving record provided by the Motor Vehicle Department of the jurisdiction that issued your license or any other reliable source in the business of validating an identity or the driver’s license credential. We reserve the right to periodically validate your driving credentials. Except where otherwise specifically authorized by applicable law, only you, your spouse or domestic partner, or, if you rent from us under your employer’s corporate account agreement, your employer or a regular fellow employee incidental to business duties may drive the car, but only with your prior permission. The other driver must be at least 25 years old and must also be a capable and validly licensed driver. There may be a charge for each additional driver authorized to drive the car, which will be specified on the rental document.

NOTICE FOR RENTALS IN CANADA

As the renter or signatory of the Agreement, you certify that you hold a valid driver's license for the appropriate class authorizing you to drive the car or cars described in the contract and you undertake to ensure that any person called upon to drive the said car or cars also holds a valid driver's license for the appropriate class pursuant to local law.

7. **RETURN OF THE CAR.** You agree to return the car to us in the same condition you received it, ordinary wear and tear excepted, on the date, at the time, and to the location specified in the rental document. You must return it sooner on our demand. If you return it earlier or later, a different or higher rate may apply and, if returned later, you may also be charged a late return fee. You may not return the car outside of the return location's operating hours. If you do, your responsibility for damage to or loss of the car will continue and all charges stated on the rental document as a periodic rate will continue to accrue until the return location reopens and we retake actual possession of the car. Operating hours vary by location. If we do not find the car when that location opens, your responsibility for all charges and for damage to or loss of the car will continue until the car is actually returned or recovered. If you wish to extend any rental you must contact us at 1-888-897-8448 or an otherwise approved method to request it before your return date. We may or may not grant an extension or decline to grant it for the entire period you request, in our sole discretion. If we do grant an extension a different or higher rate may be applied to the extension period and a service fee may also apply. **Additional Florida Notice:** Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida Statutes.

8. **WHERE YOU'LL RETURN THE CAR.** The car must be returned to the agreed return location as specified on the rental document. If return is indicated to a location other than the location where your rental commences, you may have to pay a "one way service fee." If you return the car to a different location from the agreed return location without our permission, you agree to pay the "Unauthorized return location fee" specified by us.

9. **RENTAL CHARGES.** You will pay for the number of miles/kilometers you drive and the period of time you rent the car at the rate indicated on the rental document, or your applicable corporate rate. The minimum charge is one day (24 hours), unless "calendar day" is indicated on the rental document, plus mileage/kilometerage, or a fixed fee. We will determine the miles/kilometers by reading the factory-installed odometer or utilize the vehicle's telematics device. The daily charge applies to consecutive 24-hour periods starting at the hour and minute the rental begins or, if a calendar day is specified on the rental document, each consecutive calendar day or any part of a calendar day starting on the calendar day on which the rental occurs. If you fail to comply with any conditions for special rates specified on the rental document our otherwise applicable rates will be charged. You'll pay all charges that apply to the rental for miscellaneous services and, where permitted, airport facility fees and/or concession recovery fees, vehicle license recovery fees, other fees and surcharges.

- a) If you present any rewards certificates, coupons or vouchers associated with a loyalty rewards program, you may be charged a redemption fee. Additionally, if you choose to earn airline miles or other comparable loyalty program benefits, you may be charged a fee.
- b) You will also pay a reasonable fee for cleaning the car's interior upon return for excessive stains, dirt, odor or soilage attributable to your use as determined solely by us.
- c) If key(s) are not returned with the car, you may be charged an additional fee.
- d) We maintain a non-smoking fleet, including e-cigarettes. You will pay an additional charge if you return the car and it smells of smoke.
- e) You and any third party to whom any rental charges are billed, such as an insurer or employer, are jointly and severally responsible for payment of all such charges. If you direct us to bill any such charges to a third party, you represent that you are authorized to do so.
- f) If you use a car with automatic toll payment capability, see the disclosures in our "e-Toll" paragraph [below](#).
- g) To the extent you utilize any rate/benefit discount code in association with a rental, you represent you meet the requisite criteria for utilizing such discount code. Any other use will be viewed as an unlawful use and theft of services for which Avis can pursue legal remedies, including, but not limited to, reasonable attorneys' fees and costs, and may void any associated discounts or rental benefits.

10. **TAXES, SURCHARGES & FEES.** You'll also pay all applicable taxes as well as any additional charges provided on the rental documents which are over and above the base rental rate. These may be surcharges and or recovery fees to recover certain costs.

11. **CARD RESERVE.** You acknowledge that you have been informed that if you use a charge card, your credit, up to an amount of the estimated total charges due under the Agreement, as indicated on the rental document, based on your representation about this rental, may be set aside or reserved by the card issuer of the card, which you present for payment of your rental charges; or, if you use a debit card funds in the account to which that card is linked may be set aside for the greater of the amount of the estimated total charges due under the Agreement, based on your representation about this rental, as indicated on the rental document or the deposit amount indicated on signs at the location at which you rent at the time of rental. You consent to the reservation or setting aside of that estimated total amount at the time of commencement of the rental. You understand that we will authorize the release of any excess reserve or set aside upon the completion of your rental, and that your card issuer's rules apply to your credit line or your account being credited for such excess and may not be immediately released by your card issuer.

12. **REPOSSESSING THE CAR.** We can repossess the car at any time in our sole discretion for reasons that include, but are not limited to the following: it is found illegally parked, being used to violate the law or the terms of the Agreement, or appears to be abandoned. You agree that we needn't notify you in advance. If the car is repossessed, you agree to pay the actual and reasonable costs incurred by us to repossess the car. You agree that such costs will be charged to the card you used to rent the car.

13. **LOSS DAMAGE WAIVER (LDW).** Loss Damage Waiver ("LDW") is not insurance and not mandatory. If you accept full LDW by your initials on the rental document at the additional daily rate, for each full or partial day that the car is rented to you and the car is operated in accordance with the Agreement, we assume responsibility for the loss of or damage to the car except, if permitted by law, for lost, damaged or stolen keys or remote entry devices, towing or specified on the rental document. Partial Loss Damage Waiver ("PDW") is available only where permitted by law. If you accept PDW at the indicated daily rate, you accept

responsibility for all other loss or damage. If you do not accept either LDW or PDW, you owe for all loss or damage to the car. Loss and damage are described in paragraph 14 below. You acknowledge you have been advised that your own insurance may cover loss or damage to the car. You also acknowledge reading the notice on loss damage shown on the rental document, or in these Terms and Conditions, or in a separate notice form.

In Canada, if you accept LDW, there may nevertheless be a non-waivable amount for which you will be responsible in the event of loss or damage to the car, which amount will be specified on the rental document at the time of rental. Currently this amount is a maximum of CA \$500.

Notices About Loss Damage Waiver (LDW)

The following section meets certain state requirements for disclosure.

Connecticut: To determine the annualized charge for Loss Damage Waiver (LDW or PDW), multiply the daily rate found on page 1 of the rental document by 365 days. Loss Damage Waiver covers loss or damage due to theft, collision, vandalism, or any other cause. Whether or not you accept Loss Damage Waiver, or if Loss Damage Waiver is not permitted, you are responsible for the loss or damage to the car that is caused by you or by an authorized additional driver through intentional or willful and wanton misconduct; driving while intoxicated or using drugs; participation in any organized or racing competition; transporting persons or property for hire; commission of a felony or an act that could be a felony; failure to complete an accident or theft report; use or operation by an unauthorized driver; violation of the terms of the Agreement; operating off paved roads, use to push or tow something; or obtaining car through fraud or misrepresentation. You should examine your personal auto insurance policy or credit card, including deductible and limit of coverage, because it may cover loss or damage and personal injury incurred while you are using or operating a rental car. If your responsibility for any loss or damage is covered by your own insurance, you will authorize Avis to deal with the carrier. Avis will refund any sum collected above the amount of the cost of repair.

California, Iowa, Indiana, Louisiana, Hawaii, Massachusetts, Minnesota, New York, Nevada, Rhode Island and Texas, Consumer Protection: Under the laws of these states, a personal automobile insurance policy MUST cover the rental of this motor vehicle against damage to the vehicle and against loss of use of the vehicle. Therefore, purchase of any loss damage waiver or insurance for the risk of possible loss or damage to the car covered by the Agreement is NOT necessary if your policy was issued in one of these states. You should check your personal automobile insurance policy to review if the purchase of LDW would be duplicative of coverage afforded under your personal automobile insurance policy.

Wisconsin:

NOTICE ABOUT LIABILITY FOR DAMAGE TO THE RENTAL CAR

The State of Wisconsin requires us to provide the following information about your liability for damage to a rental car and the purchase of a damage waiver. On rentals in Wisconsin, all provisions of the Agreement are applicable, except to the extent of a conflict between the Wisconsin specific terms and the other terms of the Agreement, in which case the Wisconsin specific terms shall govern.

NOTICE OF RIGHT TO INSPECT DAMAGE

If the car is damaged, we may not collect any amount for the damage unless you, or an authorized driver against whom we claim liability, have been promptly notified of your and your Insurers' right to inspect the unrepaired car within two working days after we were notified of the damage. If you request, we must also give you a copy of any estimate we have obtained from a repair shop regarding any damage claim. Within 2 working days after receiving the estimates, you may request a second estimate from a competing repair shop and we must give you a copy of the second estimate.

COMPLAINTS

If you have any complaints about our attempt to hold you liable for damage or would like a copy of the state law that fully sets for your rights and obligations, contact: Wisconsin Consumer Protection Bureau, P.O. Box 8911, Madison, WI 53708-8911 608-224-4960 (Madison area) or toll-free 1-800-422-7128

14. **DAMAGE TO/LOSS OF THE CAR.** If you do not accept a Loss Damage Waiver, or if the car is lost or damaged as a direct or indirect result of a violation of paragraph 15, or damaged as a result of an act of nature, you are responsible and you will pay us for all loss of or damage to the car regardless of cause, or who, or what caused it. If the car is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the car in its damaged condition, you will pay the difference between the car's retail fair market value before it was damaged and the sale proceeds except in, Illinois and Canada. In Illinois, if the car is damaged, you will pay our estimated repair cost **up to the amount specified by law**, or if in our sole discretion, we determine to sell the car in its damaged condition, you will pay the lesser of the difference between the car's retail fair market value before it was damaged and the sale proceeds **up to the amount specified by law**. If the car is stolen and not recovered you will pay the car's fair market value before it was stolen. In Canada, you will pay the greater of the car's retail fair market value or its value on our books of account (also known as depreciated book value) before theft or, in the case of damage, the sale proceeds. Depreciated book value may be higher than retail fair market value. Where permitted by law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, tires and antenna, as part of your rental charges at the time of return. If the car is stolen and not recovered you will pay us the car's fair market value before it was stolen. As part of our loss, you'll also pay for loss of use of the car, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("Incidental Loss"). If your responsibility is covered by any insurance, credit card benefit, travel insurance or such other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and assign all of your benefits directly to us to recover all consequential and incidental damages including, but not limited to the repairs of the car plus diminished value or the fair market retail value of the car (less salvage value plus costs incurred in the salvage-sale), and all loss of use, towing, storage and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid and what we collected from the third party. If the law of a jurisdiction covering this rental requires conditions on Loss Damage Waiver that are different than the terms of this Agreement, such as if your liability for ordinary negligence is limited by such law, that law prevails. You understand that you are not authorized to repair or have the car repaired without our express prior written consent. If you repair or have the car repaired without our consent, you will pay the estimated cost to restore the car to the condition it was in prior to your rental. If we authorize you to have the car repaired, we will reimburse you for those repairs only if you give us the repair receipt.

15. **PROHIBITED USE OF THE CAR.** Certain uses of the car and other things you or a driver may do, or fail to do, will violate the Agreement and, in addition to anything else may cause us to cancel your enrollment in Avis Preferred. **A VIOLATION OF THIS PARAGRAPH, WILL AUTOMATICALLY TERMINATE YOUR RENTAL, AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT YOU HAVE ACCEPTED, INCLUDING BUT NOT LIMITED TO ADDITIONAL LIABILITY INSURANCE, PERSONAL ACCIDENT INSURANCE, PERSONAL EFFECTS PROTECTION, EXTENDED ROADSIDE ASSISTANCE, EMERGENCY SICKNESS PROTECTION AND LOSS DAMAGE WAIVER OR PARTIAL DAMAGE WAIVER. IT ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED LEGAL EXPENSES, FEES AND COSTS THAT WE MAY INCUR.**

It is a violation of this paragraph if:

- a. You use or permit the car to be used: 1) by anyone other than an authorized driver, as defined in paragraph 6; 2) to carry passengers or property for hire; 3) to tow or push anything; 4) to be operated in a test, race or contest, or on unpaved roads; 5) while the driver is under the influence of alcohol and/or a controlled substance and/or otherwise impaired; 6) for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a controlled substance or contraband, or illegal devices; 7) recklessly or while over loaded; or 8) if the car is driven into Mexico without our expressed permission.
- b. You or an additional driver, authorized or not: 1) fail to promptly report any damage to or loss of the car when it occurs, or when you learn of it and provide us with a written accident/incident report or fail to cooperate with our investigation; 2) where required by law, failed to report an accident to law enforcement; 3) obtained the car through fraud or misrepresentation; 4) leave the car and fail to remove the keys or close and lock all doors, close all windows and the trunk and the car is stolen or vandalized; 5) intentionally or with willful disregard cause or allow damage to the car, or 6) return the car after hours and the car is damaged, stolen or vandalized or otherwise failed to take reasonable steps to secure the car, its keys or other remote entry and starting devices.
- c. Driving or operating this car while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages shall be deemed a breach of this contract.

16. **FUEL SERVICE CHARGE.** Most rentals come with a full tank of fuel, but that is not always the case.

(a) Where available, if permitted by law, if you drive less than 75 miles, you acknowledge that we will add a flat fee to the rental, the amount of which will be disclosed on the rental document and at the counter prior to rental. You may avoid this charge at time of return by providing a receipt for fuel purchased at which time the flat fee will be reversed from your total rental charges. If this subparagraph (a) does not apply, there are three refueling options:

1) If you do not accept the fuel service option, where available, at the beginning of your rental, and you return the car with less fuel than was in it when you received it, we will charge you a fuel service charge at the applicable rate per-mile or per-gallon rate specified on rental documentation or disclosed at the location. The per-mile rate is used if you do not buy fuel during the rental. To calculate this amount, we multiply the number of miles driven, as shown on the car's odometer (or provided by the vehicle's telematics device), times the per-mile rate shown on the rental document. The per gallon rate is used if you buy fuel during the rental and provide us with a receipt on our request, but the tank is not as full when you return the car as when you received the car (by using the factory installed gauge, rounded down to the nearest 1/8 tank), times the per-gallon rate shown on the rental document. Although two methods are used for ease of calculation, the per-mile and per-gallon rates produce approximately the same result. Some of our cars are equipped with onboard telematics which record the actual amounts of fuel in the gas tank. In the event your car has such a device, you will be charged for the actual amount of gasoline needed to fill the tank based on the reading of this device.

2) If you accept the fuel service option at the beginning of your rental, you will be charged as shown on the rental document for that purchase and you will not pay us a fuel service charge. If you choose this option, you will not incur an additional fuel service charge, but you will not receive any credit for fuel left in the tank at the time of return. The per-gallon cost of the fuel service option will always be lower than the fuel service charge. The cost of refueling the car yourself at a local service station may be lower than the fuel service charge or the fuel service option. You acknowledge that the fuel service charge is not a retail sale of fuel.

3) You may avoid a fuel service charge if you return the car with the fuel tank as full as when you received it and, if requested by us, present a receipt for your fuel purchase.

17. **E-TOLL.** If you do not pay cash for tolls or the roadway does not accept cash payment, you automatically opt into our e-Toll service, pursuant to which you agree to pay us or our toll program administrator, with whom we will share your credit card/debit information, for all tolls incurred during your rental and all related fees, charges and penalties. Under the e-Toll program, once you pass through an electronic toll, you will pay a convenience fee of \$3.95 for each day of the entire rental period, including any days on which e-Toll is not used, up to a maximum of \$19.75 per rental month, plus incurred tolls at the maximum prevailing rates posted by the toll authority. You can avoid the convenience fee and any other charges by paying the toll in cash, using your electronic toll device, or avoiding any cashless toll road or passage. The charges may take 4-8 weeks after the rental to be billed to your credit card/debit card on file.

18. **FINES, EXPENSES, COSTS AND ADMINISTRATIVE FEES.** You'll pay all fines, penalties and court costs for parking, traffic, toll and other violations, including storage liens and charges. You will also pay a reasonable administrative fee with respect to any violation of the Agreement, such as for repossessing or recovering the car for any reason.

You agree we may, in our sole discretion, pay all tickets, citations, fines and penalties on your behalf directly to the appropriate authority and you will pay us for what we paid to the appropriate authority or their designated agents plus a reasonable administrative fee. You agree and acknowledge that we cooperate with all federal, state/provincial, municipal and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required.

You authorize us to release the rental and credit/debit card information regarding your rental to either ATS Processing Services, LLC (ATS) or Violation Management Services (VMS) as our agent or another agent we appoint for the purpose of processing and billing you for any tickets, citations, fines and penalties incurred by you or assessed against us or the car during your rental plus a reasonable administrative fee not to exceed \$50 per violation. You authorize as our

agent ATS, VMS or another agent we appoint to bill you directly to the credit/debit card you used to rent the car. You authorize ATS, VMS or another agent we appoint to contact you directly regarding any tickets, citations, fines and penalties incurred by you or assessed against us or to our car while the car was rented to you.

In the event we use a third party collection and or agent to resolve any tickets, citations, fines and penalties, you agree to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest.

You agree to indemnify and hold us, ATS, VMS and any other agent we appoint harmless for any tickets, citations, fines, penalties and administrative fees.

19. **ROADSIDE ASSISTANCE.** Roadside assistance is available to all renters. In some instances, you may purchase added protection under Extended Roadside Assistance to cover potential costs associated with lost keys, remote entry devices, lockouts, flat tires, towing (if the car becomes inoperable), jump starts emergency fuel delivery (up to 3 gallons). If you do not purchase the Extended Roadside Assistance in advance, you may incur added costs for providing the above referenced services. When paying in advance for Extended Roadside Assistance, you will pay for any full or partial day.

20. **EMERGENCY SICKNESS PROTECTION (ESP).** ESP, where available, is available only to Canadian renters and international renters with valid non U.S. passports. You'll pay for ESP if you accept it. You'll be charged the rate per day for a full day even if you don't have the car for the entire day. ESP is offered by an independent insurer and is explained in a brochure available at the counter.

21. **PERSONAL ACCIDENT INSURANCE (PAI).** You'll pay for Personal Accident Insurance if you accept it. You understand that you will be charged the rate per day for a full day even if you don't have the car the entire day.

22. **PERSONAL EFFECTS PROTECTION (PEP).** You'll pay for PEP Insurance if you accept it. You will be charged the rate per day for the full day if you don't have the car for the entire day.

23. **LIABILITY PROTECTION.** Except with respect to rentals in California and Texas, anyone driving the car who is permitted to drive it by the Agreement will be protected against liability for causing bodily injury or death to others or damaging the property of someone other than the authorized driver and/or the renter up to the minimum financial responsibility limits required by the law of the jurisdiction in which the accident occurs. The limit for bodily injury sustained by any one person includes any claim for loss of that person's consortium or services. Where the law extends this protection to a non-permitted driver, the same limits will apply. **Except where required by law to be primary or excess, any protection provided by us shall be secondary to, and not in excess of, any applicable insurance available to you, or any other driver, from any other source, whether primary, excess, secondary or contingent in any way.** If this protection is extended by operation of law to anyone not permitted by the Agreement to drive the car, or to any person or instance where coverage is not intended to be afforded by the Agreement, the financial responsibility limits of the jurisdiction in which the accident occurred will apply. You agree that we can provide coverage under a certificate of self-insurance or an insurance policy, or both, as we choose. In any case, a copy of the policy and/or certificate will be available for your inspection at our main office. You understand that unless required by applicable law, we will not provide (a) coverage for fines, penalties, punitive or exemplary damages; (b) coverage for bodily injury to you, or your death while not a driver, or any member of your family or the driver's family related by blood, marriage or adoption residing with you or them; or the drivers family, or to a fellow employee arising out of or in the course of employment; (c) defense against any claim, unless we are required to provide primary protection but in such event not after the applicable limits of protection that we furnish are tendered; (d) supplementary no fault, noncompulsory uninsured or underinsured motorist coverage, and any other optional or rejectable coverage and you and we reject all such coverages to the extent permitted by law. Where any of these coverages are required or implied by law, the limits will be the minimum required under the applicable statute. Where permitted by law, you are rejecting uninsured or underinsured motorist and all optional automobile insurance coverages and under any policy of insurance or certificate of self-insurance in connection with the Agreement, for you and all other passengers in the car. You understand that uninsured and underinsured motorist coverage protects you and other passengers in a car for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance or has insufficient insurance to pay for losses and damages. There is no coverage in Mexico, and the car may not be taken into Mexico under any circumstances unless special arrangements are made at the renting location for separate Mexican insurance, where such insurance is available.

a. **California and Texas:** With respect to rentals commencing in California and Texas, the Agreement does not afford you, or any other driver, any insurance or protection against liability in those two states. You nevertheless agree to promptly notify us of any accident in which the car is involved and to assist and cooperate with us in the investigation, including any police investigation and handing of such accident or claim of liability against you or us arising out of such accident or otherwise out of your rental. You also agree to promptly advise us of any suit, claim or communication you receive, or which you know another driver of the car receives, that is related to any such accident. You will report any accident or loss of car to the police and/or motor vehicle department, as required by local law.

b. **Pennsylvania: REJECTION OF UNINSURED MOTORIST PROTECTION:** You are rejecting uninsured motorist coverage under this rental or lease agreement, and any policy of insurance or self-insurance issued under the Agreement, for yourself and all other passengers of this car. Uninsured coverage protects you and other passengers in the car 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.

c. **Michigan:** Under Michigan law, Avis is liable for an injury caused by the negligent operation of the rented car only up to the maximum amounts of \$20,000 because of bodily injury to or death of one (1) person in any one (1) accident and \$40,000 because of bodily injury or death of two (2) or more persons in any one accident, and only if the car was being operated by the renter or other authorized driver or by the renter's spouse, domestic partner, father, mother, brother, sister, son, daughter or other immediate family member. The renter may be liable to Avis up to those amounts, and to injured persons for amounts awarded in excess of those amounts.

d. **Canada:** Anyone driving the car who is permitted to drive it by the Agreement will be protected against liability for causing bodily injury or death to others or damaging the property of someone other than the driver and/or the renter up to the minimum financial responsibility limits required by the law of the jurisdiction in which the accident occurs. The limit for bodily injury sustained by one person includes any claim for loss of that person's consortium or services. Where the law extends this protection to a non-permitted driver, the same limits apply. **Except where required by law to be primary, any protection provided by us shall be secondary to any applicable insurance available to you or any other driver from any other**

source, whether primary, excess, secondary or contingent in any way. Such protection will be provided by us according to the terms and subject to all of the conditions of a standard automobile liability insurance policy, issued in the jurisdiction in which the accident occurs, including all requirements as to notice and cooperation on your part, which are hereby made a part of the Agreement. You agree that we can provide this protection under a certificate of self-insurance or an insurance policy or both as we choose. In any case, a copy of the policy and/or certificate will be available for your inspection at our main office. You understand and agree that unless required by applicable law we will not provide:

1. coverage for fines, penalties, punitive or exemplary damages;
2. coverage for bodily injury to you, or your death, while not a driver, or any member of your family or the driver's family;
3. defense against any claim after applicable limits or coverage that you furnish have been tendered;
4. supplementary no fault, non-compulsory uninsured or undersigned motorist coverage, and any other optional or rejectable coverage, and you and we reject all such coverages where and to the extent permitted by law. Where any of these coverages are required or implied by law, the limits shall be the minimum required under the applicable statute.

There is no coverage in Mexico and the car may not be taken into Mexico under any circumstances.

24. **ADDITIONAL LIABILITY INSURANCE (ALI) & EXCLUSIONS.** If you elect to purchase ALI, coverage will be provided to you and any authorized driver under an excess automobile policy issued to Avis. ALI provides protection for third party automobile claims for the difference between the minimum financial responsibility limits provided under paragraph 23 above and a maximum combined single limit of liability of \$1,000,000 or \$2,000,000 depending on the jurisdiction of rental for bodily injury, death or property damage for each accident. This coverage is provided under a policy of excess liability insurance more fully described in the available brochure and is subject to all of the conditions and limitations described in paragraph 23 above, except that notwithstanding anything contained in the Agreement, the terms of the policy will at all times control. **ALI does not apply to liability for bodily injury or property damage arising out of any "prohibited use of the car" as described in paragraph 15 of the Agreement, all of which are exclusions to ALI. Other exclusions to ALI are listed in the ALI policy.** You understand that you will be charged the rate per day for a full day even if you don't have the car for the entire day.

Disclosures Regarding Additional Liability Insurance In the State of Florida

What is Additional Liability Insurance (ALI)?

Avis has Additional Liability Insurance (ALI) available at all Florida locations. ALI is a special optional service offered by Avis when you rent a car from Avis. It's an "Excess Automobile Liability Insurance Policy" that provides additional liability insurance, within specified limits, above the limits provided in the Agreement. ALI insures you, and authorized operators as defined in the Agreement against claims made by third parties against you, the customer, for bodily injury/death and property damage caused by the use or operation of an Avis rental car as permitted in the Agreement. ALI is a separate insurance policy issued to Avis by ACE American Insurance Company.

If you elect to accept ALI, you will pay an additional daily charge as shown on the Agreement. The purchase of ALI is not required in order to rent a car from Avis.

What are the coverage limits provided by ALI?

The ALI coverage limits equal the difference between the minimum financial responsibility limits, if any, provided under paragraph 23 of the Agreement and the ALI maximum \$2,000,000 combined single limit per occurrence.

When and where does ALI coverage apply?

You and authorized operators are covered while driving the rental car within the United States and Canada, but only if the car is rented and returned in the United States. Coverage does not apply in Mexico.

How do I report a claim?

If you are involved in an accident, you must complete an accident report and deliver it to the Avis rental location. In order to make a claim or give notice of a claim, send written notice to:

Avis Rent A Car System, Inc.
Attn: Claims
P.O. Box 61247
Virginia Beach, VA 23466
1-866-446-8376

How does ALI affect the application of your automobile or umbrella insurance policy?

Your personal insurance policy providing coverage on an owned automobile, or other personal policy, may provide additional coverage, and to that extent, ALI may provide a duplication of coverage.

Whether, at what point, and to what extent, your own policies apply can only be determined by your checking the terms of the policies themselves as these terms frequently vary. However, if ALI is accepted, the protection afforded by ALI, and the limits of protection under this Agreement, are primary to your own policies. This means that before your own policies would apply to pay a claim, the \$2,000,000 protection afforded by the combination of ALI and financial responsibility limits under this Agreement limits would have to be exhausted. If you do not accept ALI, your insurance, if any, is primary as stated in this Agreement.

What exclusions apply to ALI?

The following highlights some of the exclusions that would preclude ALI. It is important that you read the rental document and the policy carefully for all exclusions.

- Any Prohibited Use of the Car as described in paragraph 15 of the Agreement
- Bodily injury to or Property Damage to any Insured; nor, to the extent permitted by law in the state where the rental document is signed at time of rental/where the car is rented, to Bodily Injury or Property Damage to any person who is related to any Insured by blood, marriage or adoption and residing in the same household.
- “Uninsured Motorist”/“Underinsured Motorist” coverage are not provided by the policy except in states where mandated by law up to maximum amount of \$100,000 or in such amounts as mandated by law
- “No Fault” and other supplemental or optional coverages are not provided by the policy
- Punitive or exemplary damages to the extent permitted by law

Are there any special restrictions on the purchase of ALI?

In Florida, ALI may not be purchased if the term of the rental document is for more than 30 days, coverage may not be provided for more than 30 consecutive days; and if the rental document is extended beyond 30 days, the coverage may be extended for one time only, for a period not to exceed 30 days.

For more information call Avis toll-free at: 1-800-331-1212

Visit Avis online at avis.com

This is a summary only of ALI. The specific terms, conditions and exclusions thereof are subject to all provisions, limitations and exclusions contained in the rental document and the ALI policy issued by ACE American Insurance Company, one of the U.S.-based subsidiaries of ACE Limited (NYSE: ACE) “ACE” and the ACE logo are service marks of the ACE Group, which is comprised of ACE Limited and its subsidiaries.

This summary is not intended to provide a complete description of the policy’s terms, conditions and exclusions. For additional details, we invite you to examine a copy of the policy, which is available for your inspection, upon request, at the Avis location at which you are renting.

Avis employees, agents, or endorsees are not qualified to evaluate the adequacy of the renter’s existing coverage.

25. **INDEMNIFICATION AND WAIVER.** You shall defend, indemnify, and hold us, our parent and affiliated companies harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner from the Agreement, rental transaction or from the use of the car by you or any person, including claims of, or liabilities to, third parties. You may present a claim to your insurance carrier for such events or losses; but in any event, you shall have final responsibility to us for all such losses. You waive any claim against us for incidental, special or consequential damages in connection with the rental. You agree that if the rental takes place at a location operated by an Avis System Licensee, any claim by you, including one that alleges unfair, deceptive or unconscionable conduct, your sole right and remedy is against that Avis System Licensee and not Avis Rent A Car System, LLC.

26. **PROPERTY IN THE CAR.** We are not responsible for loss of or damage to any property in or on the car, in any service vehicle, on our premises, or received or handled by us, regardless of who is at fault. You’ll be responsible to us for claims by others for loss or damage.

27. **CURRENCY CONVERSION.** If you use a credit or charge card that is issued by a financial institution outside of the United States and your charges are billed to us in a currency other than U.S. Dollars, the full amount of your charges will be converted to the card account’s billing currency by us unless you have instructed us not to perform the conversion process on your personal account profile or submitted a written request in advance to have the currency conversion performed by your card issuer. Our conversion will be based on a conversion rate published by Reuters and will incorporate a processing charge no higher than 3% applied to all amounts relating to the transaction. This charge will replace the currency conversion processing charge applied by your card issuer. You understand that your card issuer has a currency conversion process; that you have chosen not to use your card issuer’s currency conversion process; and that you will have no recourse against your card issuer with respect to any matter related to the currency conversion or disclosure thereof.

28. **ERROR IN RENTAL CHARGES.** The charges shown on the return record are not final and are subject to review. You’ll pay any undercharges and you’ll receive a refund for any overcharges we discover on review.

29. **COLLECTIONS.** If you do not pay all amounts due to us under the Agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the car including, without limitation, payment for loss of or damage to the car, rental charges, parking, red light and traffic fines and penalties, toll charges, towing, storage and impoundment fees, we will take the following actions: a) You agree to pay a late charge of 1 & 1/2% per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, “Charges”). b) You agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs and attorney’s fees in addition to any administrative fees, cost of recovery, insufficient funds fees and collection fees (collectively, “Costs”). If the law permits, you authorize us and our collection agent, to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we or our collection agent(s) may access the personal information that you provided to us in any effort to collect any Charges or Costs under this section and may use the address provided by you on the rental document, or in any customer profile, as the place to send any demands or collection notices. c) In the event that you presented a credit card or debit card for payment, you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.

30. **ARBITRATION.** Pre-Dispute Resolution Procedure: Before asserting a claim in any proceeding (including, but not limited to, in an individual arbitration or in a small claims proceeding), you and Avis agree that we shall give the other party written notice of the claim to be asserted 30 days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you are intending to assert a claim against Avis, you must send the written notice of the claim to Attention: Avis Rent A Car System, LLC, 6 Sylvan Way, Parsippany, New Jersey, 07054 Attn: Legal Department. If Avis is intending to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. **NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED IN THIS PRE-DISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF).**

Dispute Resolution (Not applicable if mandatory arbitration is prohibited by consumer protection legislation, such as in Quebec): Except as otherwise provided below, in the event of a dispute that cannot be resolved informally through the pre-dispute resolution procedure, all disputes between you and Avis arising out of, relating to or in connection with your rental of a car from Avis and these Terms and Conditions shall be exclusively settled through binding arbitration through the American Arbitration Association (“AAA”) pursuant to the AAA’s then-current rules for commercial arbitration. There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited. **YOU AND AVIS AGREE THAT ANY SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.** Notwithstanding any provision in these Terms and Conditions to the contrary, if the class-action waiver in the prior sentence is deemed invalid or unenforceable, neither you nor we are entitled to arbitration. If you are an individual (instead of, for instance, a partnership, corporation, or other form of entity or non-natural person), in the event that (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, Avis will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator’s award may be entered in any court of competent jurisdiction. Notwithstanding any provision in these Terms and Conditions to the contrary, we agree that if Avis seeks to delete or materially modify the agreement to arbitrate from this dispute resolution provision, any such deletion or material modification will not apply to any individual claim(s) that you had already provided notice of to Avis. Information on AAA, its rules and procedures, and how to file an arbitration claim can be found by contacting AAA at 800-778-7879 or on its website at <http://www.adr.org>. Disputes and claims that are within the scope of a small claims court’s authority, as well as disputes and claims regarding personal injury and/or damage to or loss of a car related to your Avis rental, are exempt from the foregoing dispute resolution provision.

31. **ONSTAR AND SATELLITE RADIO.** You acknowledge that the car may be equipped with the OnStar System, which provides emergency, navigation, diagnostics, tracking and other services. You expressly authorize all of those services. You acknowledge that you understand that OnStar requires the car’s electrical system and equipment, cellular service and satellite technologies to be available and operating for OnStar to function properly. Not all OnStar services are available on all cars. OnStar acts as a link to existing emergency and other service providers. Services are limited by, and neither OnStar nor Avis is liable for, conditions or services outside their control. Any information (e.g. navigational route support) provided through OnStar is on an “as is” basis. OnStar, its service providers and Avis will not be liable to you or any user of OnStar in connection with the use of such information. You understand and agree that OnStar may provide us and/or law enforcement with all necessary information to enable us and/or law enforcement to locate the car, if you fail to return the car when and where required under the Agreement. You agree to release and hold us, and the OnStar service providers, harmless for any OnStar system failures. You also agree to limit claims against OnStar for damages for any losses under any theory to the pro rata portion of the rate for use of the car for one day. If your rental car has active OnStar equipment, you understand that your use of the car is subject to the OnStar Terms and Conditions and Privacy Statement, a current copy of which is available at www.OnStar.com, including system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices relating to OnStar’s collection, use and sharing of information about you and the car, and the application of other relevant provisions including responsibilities you have when using OnStar services. Further details regarding the OnStar Terms and Conditions and Privacy Statement are available at www.OnStar.com. By proceeding to rent the car and sign this contract, you authorize the provision of OnStar services in accordance with and to be bound by the OnStar Terms and Conditions and Privacy Statement. Not every car is equipped with OnStar and or Satellite Radio. Some cars in our fleet may have the OnStar and or Satellite Radio equipment however such equipment may not be active. Unless you are advised that you have a car with OnStar and or Satellite Radio you will not have access to the systems and you should not rely upon them or take steps to activate them. Renters shall not activate any service and in the event that a renter does activate a service in violation of this provision, the renter agrees to be completely responsible for the annual subscription and/or cancellation fee(s).

32. **ADDITIONAL SERVICES AND PRODUCTS.** From time to time we may offer additional services and/or products with associated terms and conditions or terms of use. If you purchase and/or use these services or products you agree to be bound by such associated terms and conditions or terms of use, which are incorporated herein by reference.

33. **GPS BY GARMIN®.** At various locations, we may offer for rental a Garmin® Global Positioning System for your use. If you rent such a unit you will pay the additional daily charge shown on the rental document. This unit is not part of the car. You are responsible for any loss or damage to the unit and its accessories regardless of cause even if you have accepted LDW. If the unit and/or its accessories are lost or damaged so as to, in our sole opinion, require repair or replacement, you will pay us its repair or full retail cost, which may be as much as \$499. If you return the unit to a location other than the renting location without our authorization, you will pay us a fee for that unauthorized return.

34. **USE OF GPS TRACKING DEVICES.** We use GPS tracking devices to track or locate cars which may be reported stolen, suspected of being lost, stolen or abandoned, or as may be required by law enforcement, or to identify cars which have been damaged and may require roadside assistance, when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services.

35. CONNECTED CAR & LOCATION DATA.

Equipment. Certain cars contain devices that monitor the car's condition, performance and operation, track fuel consumption, distance travelled, location and other information (the "Connected Car Data"), and may transmit such Connected Car Data to us, our third party providers and/or the car manufacturer. Some or all of these communications are turned on all the time, even when other services or other media in the car are turned off. We cannot guarantee that a car without these features will be available at your time of rental.

These devices may have been installed by us, on our behalf, or by the car manufacturer. If the devices are installed by the car manufacturer, the car manufacturer will process the Connected Car Data in accordance with its privacy notice. We do not provide the car manufacturer with your personal information (PI), unless authorized by you, necessary in connection with the provision of services provided through such car manufacturer, or required by law. We may enter into agreements with car manufacturers to receive some or all of the Connected Car Data collected by these devices. We may use a third party to process the Connected Car Data on our behalf. We do not provide the third party processor with your personal information (PI), unless authorized by you, necessary in connection with the provision of services provided through such third party, or required by law.

Uses. If equipped and where permitted by law, we use these devices and the Connected Car Data for some or all of these purposes: (i) to provide certain aspects of our services to you e.g. remote lock/unlock, remote disable engine/cancel ignition, and automatically transmit vehicle data such as location, odometer, fuel level and other data during the rental; (ii) to manage your car rental e.g. start your rental, exchange or upgrade your car; (iii) to enable us to better understand how our cars are being used; (iv) to optimize our operations; (v) to assist in the handling of any liability or property damage claims; (vi) to provide roadside assistance services; (vii) to assist in the recovery of cars which are overdue, lost or reported stolen, or suspected of being lost or stolen; (viii) to develop new products and services and enhance our existing products and services; (ix) to respond to requests from law enforcement and/or regulatory authorities; (x) as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services, (xi) to protect the rights and/or property of Avis or third parties; (xii) when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or in other circumstances in which we reasonably believe our cars are being or have been used in violation of law or otherwise in the commission of a crime; and (xiii) to comply with law. Connected Car Data is collected, used, retained & disclosed for purposes stated in the Privacy section [below](#).

36. **PRIVACY.** We collect, use and share your personal information (PI) with affiliates, licensees and other third parties to: (a) provide and administer the services you request, including use of corporate discounts and loyalty programs; (b) carry out relevant identity, fraud, security, driving license and credit checks; (c) maintain, develop and improve the administration and management of our services; (d) protect our interests and enforce our rights, including pursuing available remedies or limiting damage that we may sustain; (e) protect the rights, privacy, safety and/or property of you and others; (f) comply with or as permitted by law; and (g) provide you with information about goods and services we think may interest you, unless you opt out. You may limit the use and sharing of your PI for marketing purposes, and you may access or correct your PI. Also see the Connected Car & Location Data section above. This information may be used by us during and after the rental period (if applicable law allows). To provide you services or in the course of our business operations, we may need to transfer your PI to locations outside of the country where you rented the car, and your PI may be subject to laws of other countries. By accepting these Terms and Conditions, you consent to your personal data being exported to countries other than the country where you rented the car, including to the United States of America. By requesting and using our services, you expressly agree to our collection, use and sharing of your PI for as long as the law allows. For more detail about our privacy practices please see the full Privacy Notice which may be obtained at www.avis.com/privacy or by writing to Privacy Office, Avis Budget Group Inc., 6 Sylvan Way, Parsippany, NJ 07054.

37. **ELIGIBILITY CRITERIA FOR CERTAIN SERVICES.** In addition to compliance with the Eligibility requirements contained in the Avis Preferred Program Terms and Conditions, you must meet the following criteria to obtain or utilize certain services that may be made available to Avis Preferred members (such as Counter By-Pass): (i) you have accepted the terms and conditions of the Agreement; (ii) you have provided your express consent permitting the collection, use and sharing of data and information received from our cars as detailed in these Terms and Conditions; (iii) you have a valid credit card on file with Avis; (iv) you have a valid driver's license on file with Avis; and (v) you have a valid Avis Preferred membership.

38. **ELECTRONIC COMMUNICATIONS.** When you enroll into Avis Preferred, you have the option to opt-into receiving text messages regarding your rental transaction to the telephone number you provide. To learn more about our text messaging service, including how to opt-out, visit [Avis SMS Policy](#). You also have the option to receive messages to the email addresses that you have registered with us. We may send you email messages in connection with (i) your use of the Avis Preferred Program, (ii) your rental transactions, and (iii) offers and promotions that may be of interest to you. You may opt-out at any time from offers, promotions, marketing and other communications by changing your communication preferences by following the instructions in our communication to you, or updating preferences in your profile. You may also contact us at Avis Rent A Car System LLC, P.O. Box 699000, Tulsa, OK 74169-9000 to withdraw your consent. Please note that we may still send you messages about your Avis Preferred account status, rental transactions and certain other messages, subject to applicable law.

39. **OTHER IMPORTANT PROVISIONS.** We may transfer our rights and obligations under these Terms and Conditions to another organization, but this will not affect your rights or our obligations. You may only transfer your rights or obligations under these Terms and Conditions to another person if we agree in writing. If we fail to insist that you perform any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. Each of the provisions of these Terms and Conditions operate separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.