Hertz Philippines

# TERMS & CONDITIONS

SECTION 1. OBLIGATIONS OF THE RENTER

1. The Renter accepts the provisions of this rental agreement and has received a copy of it.
2. The driver shall be at least 21 years of age and shall have held a driver's license for at least one year before renting a vehicle. The Renter shall abide by the Philippine laws and regulations when driving. The vehicle is under the responsibility of the Renter, which, under this rental agreement, can never be less than until Hertz has registered the vehicle as returned in his system.
3. The Renter shall return the vehicle as stated below:
    - With all attachments, including tires, tools, documents, maps and other items that were in or on the vehicle upon rental, in the same condition as upon reception, except for normal wear and tear from use. If something is missing, the Renter agrees that the cost price of individual items that are absent when the vehicle is returned will be charged to his or her credit card which the Renter used at the beginning of the rent. The same applies if extra parts that came with the vehicle are missing upon the vehicle's return or if returned in an unsatisfactory condition, i.e. these items will be charged to the credit card used at the beginning of the rent.
    - At the predetermined time as stated on the front page of the rental agreement or sooner if Hertz demands it.
    - At the Hertz car rental where the vehicle was rented, unless otherwise agreed. If at the end of the rental period the vehicle is not left at Hertz's venue of rent, Hertz is authorized to charge the renter for pick-up of the vehicle according to its pricelist.
    - With a full tank of fuel. If the vehicle is not returned with a full fuel tank Hertz is authorized to charge the Renter for the difference in fuel until the tank is full at the pricelist of Hertz.
4. The Renter shall pay for the fuel and other needed for driving the vehicle for the period of time the vehicle is at her or his responsibility, which in the interpretation of this agreement, is never a shorter period than the period Hertz has to register the vehicle in its system as returned, which can only be processed during the company's opening hours.
5. If the Renter does not return the vehicle at the correct time according to this rental agreement, or negotiates extended rental with the Hertz office, Hertz or the police are authorized to take possession of the vehicle without further notice at the Renter's expense. Extended rental is subject to the consent of Hertz. If the Renter returns the vehicle 1 hour or more after the expiry of the rental period, Hertz is authorized to collect as much as a oneday rent according to this rental agreement. For every day that begins thereafter, Hertz may collect all charges as per the company's pricelist.
6. The vehicle shall be cautiously and carefully driven. Only persons who are registered with Hertz as the drivers and who meet the provisions of Item 2 above, are authorized to drive the rented vehicle. If the vehicle is driven by a person who is not registered in this rental agreement, all insurance becomes null and void, in which instance the Renter is fully liable for the vehicle, for damage it may sustain, damage it may cause others, items or vehicles, and obligates to pay such damage in full.
7. The Renter has objective liability in respect of the vehicle towards Hertz, for example, because of damage sustained by Hertz if the vehicle is stolen or if the vehicle sustains damage that will not be compensated by the company's insurance company.

8. The Renter has objective liability in respect of Hertz for damage derived from the use of the vehicle and will not be compensated by Hertz's insurance company, including damage to passengers or other persons.
9. The Renter is liable for damage derived from the use of the vehicle and will not be covered by the vehicle's insurance company, including damage to the vehicle and/or passengers that may be traced to the following factors.
    - Off-road driving or driving through mountain trails and other areas where roads are impassable
    - Transporting the vehicle via ferry or overseas
    - Driving in rivers or any kind of watercourses
    - Intentional actions or major negligence
    - Driver's usage of intoxicants
    - Usage of the vehicle that is in breach of Philippine law s and/or the provisions of this rental agreement.
10. The Renter is unauthorized:
    - Off-road driving, for example, in paths and tracks, on beaches, in areas only accessible during low tide, or in other trackless areas except vehicles in the category 4WD (four-wheel drive vehicles) that Hertz agrees as appropriate for being driven on such roads. A breach of this Article authorizes Hertz to collect fines from the Renter. The aforementioned provision on fines does not affect the Renter's liability regarding damage.
    - Driving under the influence of any intoxicants.
    - Driving in or across rivers or any kind of watercourses. Such driving, is totally the responsibility of the Renter.
    - Propel or tow any other vehicles, trailer, or other heavy things with or without wheels
    - Transport goods in violations of customs rules and regulations or in any other manner deemed illegal.
11. In the instance of collision or another accident, the Renter shall immediately notify the police, as well as Hertz. The Renter may not leave the venue of collision or accident until this has been done and until the police have arrived, or a damage report has been prepared. The Renter shall immediately fill out the damage report if damage has occurred. If the Renter does not report the damage within 12 hours from its occurrence, the Renter is fully liable for the damage and shall in such instance pay for it in full irrespective of the collision damage waiver (CDW) that is attached to the insurance taken out by the Renter at the beginning of the rent.
12. The Renter agrees to pay Hertz a required deposit in the estimated amount of the rent and/or other charges the Renter may be subjected to regarding the rent.
13. The Renter is not authorized to have repairs or changes made of the vehicle and its attachments or to place them as guarantees without the prior consent of Hertz.
14. The Renter is responsible for all parking tickets and fines for traffic violations. Hertz reserves the right to collect a charge from the Renter, charged against his or her credit card, according to Hertz's pricelist, if it turns out that Hertz has to pay fines for the Renter and/or inform the authorities about the Renter because of traffic violations.
15. The Renter is not authorized to use the vehicle for transporting passengers against payment, lend it or sublease it.
16. The Renter shall pay all collection costs that fall on Hertz if Hertz launches collection measures because of this rental agreement.
17. The Renter is responsible for all expenses derived from transporting the vehicle to Hertz's location, as decided by Hertz, in the event of transportation because of an accident or damage to

the vehicle, or for other reasons. In such instance the collision damage waiver (CDW) has no impact.

SECTION 2: PROVISIONS ON COLLISION DAMAGE WAIVER (CDW) AND OTHER INSURANCES

1. A Collision Damage Waiver (CDW) of PHP350.00 per day for sedan vehicles, and PHP500.00 per day for non-sedan vehicles may be purchased with the rental.. CDW waives part of the liability of the RENTER for damages in case of collision. The RENTER, however, will be liable for the full cost of damage if the car is driven in violation of the RENTAL AGREEMENT or for failure to submit a police report and a photocopy of the driver's license and passport during the accident.
2. With CDW, RENTER shall only be liable for a non-waivable excess (renter's participation) which is equivalent to 1% of the vehicle insured value or whichever is applicable in a vehicular accident. The non-waivable excess amount for the each car class are as follows:

NON-WAIVABLE EXCESS TABLE

| GROUP | ICAR | FWAR/VDAR | IVAR/MDAR | SVAR/FDAR | ECAR | MCAR |
|---|---|---|---|---|---|---|
| TYPE | Intermediate Sedan | Full Size Wagon | MidSize SUV | Full Size SUV | Economy Sedan | Mini Auto |
| USD | USD180 | USD 240 | USD310 | USD380 | USD170 | USD120 |
| PHP | PHP10,000 | PHP15,000 | PHP17,000 | PHP20,000 | PHP8,500 | PHP6,500 |

3. Hertz provides a replacement vehicle in case a vehicle is damaged and can no longer be driven. The replacement shall be issued only upon submission of documentation and payment of the non-waivable excess. The non-waivable excess shall be applied per damaged vehicle and not per rental transaction i.e. in the case that the replacement vehicle is damaged, a non-waivable excess for the replacement vehicle shall be collected. A replacement vehicle cannot be issued if renter has not purchased CDW. In case that the renter wishes to have the vehicle replaced, the renter shall enter into another rental agreement.
4. Hertz offers SuperCover of PHP550.00 per day for sedan vehicles and PHP850.00 per day for non-sedan vehicles. This is on top of the CDW. Hertz SuperCover waives the non-waivable excess for the rental. The only things SuperCover doesn't cover are the following:

- Damages to Hertz ancillaries: HertzWifi, Hertz NeverLost SatNav units
- Broken or lost keys, tire damage
- Contamination of fuel and other grossly negligent actions
- Breaches of your rental agreement such as the unlikely case that you cause any damage or loss by criminal activity

4. Third-party liability insurance and the accident insurance for the driver are to the amount stipulated in Hertz Insurance Policy.
5. The payment of CDW/SuperCover does not reduce the Renter's own risk because of damage to the vehicle in the following instances:

- Intentional damage or damage resulting from major negligence by the driver.
- Damage resulting from the driver being under the influence of intoxicants or is in other respects incapable of controlling the vehicle in a safe manner.
- Damage resulting from racing or test-driving.
- Damage resulting from warfare, revolution, riots and/or civil unrest.

- Damage caused by animals.
- Holes burned into the seats, carpet or mats.
- Damage affecting only wheels, tires, suspension, mirrors, windows, batteries, glass, radio equipment, as well as damage due to the theft of individual parts of the vehicle and damage derived thereof.
- Damage caused by driving on rough roads, for example, to the transmission, the drive shaft, other parts in or on the chassis of the vehicle, damage to the chassis of the vehicle caused by the vehicle bumping against uneven roads, for example, road shoulders caused by motor graders, rocks lodged in gravel roads or by the edges of roads. The same applies to damage resulting from loose rocks hitting the vehicle or the bottom of the vehicle when being driven.
- Damage resulting from the vehicle being driven in areas where driving it is banned, for example, driving on paths, tracks, in unabridged rivers, streams or other watercourses, on beaches, places that are only accessible during low tide or other trackless areas.
- Damage to the vehicle caused by sand, gravel, ash, pumice or other kinds of earth materials being blown against it.
- If the vehicle is shipped by sea, the payment of the own-risk fee does not apply to damage caused by seawater.
- Damage to Hertz because of the vehicle being stolen.
- Water damage to the vehicle.

6. The third party insurance carried by all company vehicles cover the driver liability for injury to others but does not cover his own personal injury or that of his passenger. Hertz can provide an optional Personal Accident Insurance to the Renter for PHP250.00 per day that provides coverage up to PHP100,000.00 for every passenger up to a maximum of four (4) passengers. Additional coverage may be purchased.
7. Marine Insurance of PHP6,000 per shipment is required when transporting the vehicle inter-island. Any damage incurred during the transport of the vehicle and the interisland destination shall not be covered by the CDW or the SuperCover.
8. In case of non-purchase of CDW, the renter agrees to be accountable for the actual cost should a damage be incurred on the rented vehicle including the downtime days while the vehicle undergoes repair. Downtime cost shall be computed as days x 50% of vehicle daily rental rate.

SECTION 3: EARLY AND LATE RETURNS

1. No refund shall be issued if renter will return earlier than scheduled since rates are calculated based on rental days.
2. Late returns or extensions shall be communicated to Hertz within 24 hours before the scheduled return time to avoid penalties. The daily rack rate shall apply to unadvised rental extensions.

SECTION 4: GENERAL PROVISIONS

1. No insurance covers damage to the chassis of a vehicle or caused by driving in rivers or lakes. The CDW do not cover such damage. The Renter is fully liable for such damage; see further the item above on insurance.
2. Hertz is authorized to take possession of the vehicle at its discretion and without notice if it has been illegally parked or has been used in a manner that does not conform to this rental agreement or law and regulations, or if the vehicle appears to be abandoned.
3. In instances where Hertz exercises its right according to the aforementioned, this by no means affects the payment of the rental fee or other, which the Renter shall pay according to this rental

agreement. If, however, the vehicle is re-rented to a third party within the agreed rental period the amount of the rental fee shall be deducted to the extent where the rental periods of the Renter and the third party coincide. Hertz decides unilaterally at any given time whether the Renter will be provided with another vehicle instead of the rented one, i.e. in instances of any breach of the rental agreement. If the Renter receives another vehicle of a different and less expensive type, the Renter will receive no reimbursement of the balance. If there is only a more expensive vehicle available, however, Hertz reserves the right to collect the balance between the rented vehicle and the vehicle which Hertz decided to make available instead to the Renter, charged to the credit card presented by the Renter upon the beginning of the rent or later.

4. Hertz is authorized to charge against the Renter's credit card the rental fee and other the Renter should pay according to this rental agreement, including payments because of damage to a vehicle while in the possession of the Renter, and also because of lost rental days because of damage, taking into consideration the utilization ratio of Hertz's fleet of vehicles, and Hertz alone shall hold the power to decide when this is done and whether done in one transaction or not. This right remains intact for six (6) months after the vehicle has been returned to Hertz. The Renter's signature to this rental agreement equal's the Renter's signature to credit card withdrawals because of the payments that Hertz charges against the Renter's credit card and which Hertz should rightfully receive on grounds of the provisions of this rental agreement.
5. The Renter confirms with his or her signature to this rental agreement and the damage report that he or she received the vehicle and attachments in sound condition.
6. This rental agreement shall always be in the vehicle while at the responsibility of the Renter.
7. Any amendments or annexes to this rental agreement are subject to being made in writing and confirmed with the signatures of both parties to the agreement.
8. This rental agreement and agreements entered into on grounds of the aforementioned provisions, as well as claims for damages that may subsequently be made, fall under the auspices of Philippine law. This applies both to the grounds and calculation of compensation. The same applies to claims for damages on grounds of liability outside of agreements. A case arising over this agreement shall only be filed at the legal venue of Hertz.
9. The Renter agrees by signing this agreement, should a vehicle sustain damage or loss of which the Renter is responsible for, that the following documents shall be considered as sufficient evidence regarding the cost and extend of such damage or loss, whether a civil case is filed or not:

- Detailed Invoice from an approved repair center
- A photograph/s of a damage or loss of a vehicle.
- Signed Rental Agreement
- A Damage Report filled out by an employee of Hertz
- Police report

10. By completing a booking through our website, you agree to the Hertz Rental Agreement.

SECTION 5: PRIVACY POLICY

Privacy Policy

YOUR PRIVACY: We respect your privacy and are committed to protecting the personal data we hold about you. This policy explains what data we collect about you, how we collect it, the measures we take to keep your data secure and the uses and disclosures we make of it. We also explain the options you have regarding your personal data. When you request services from us, access our websites, utilize our mobile "apps" or otherwise interact with us, for example, but without limitation, through our kiosks, our in vehicle

technology (such as, for example, GPS devices), our official corporate pages on third party social networks (such as Facebook) or the “apps” on those pages, you consent to our collection, retention and use of your personal data in the manner described in this policy and accept the risks outlined in the Security section. You can quickly review the key topics by reading the following overview or you may continue to scroll down to read more about an issue or to read the full policy.

Overview

Scope Who We Are: We are Exclusive Cars International Holdings, Inc. This policy covers our Hertz Car Rental business only. This policy does not cover our parent companies, our affiliates, our licensees or other third parties through whom you may interact with us.
Legal Issues: We aim to comply with the privacy laws applicable to the personal data we collect and use.

Changes: We may change this policy from time to time. The policy was last updated on 15 April 2019.

Collection What We Collect: We collect the personal data we need to provide the services you request from us, for our operational uses and disclosures (see below) or for such other purposes as you authorize.
Sources: We mostly collect your data directly from you, through various channels, and from companies involved in our provision of services to you, including our licensees.

Websites: Certain technologies are used on our websites, our apps and other ecommerce media including cookies and Pixel Tags, to collect data about your visit to our site and sites upon which we advertise. You may choose to restrict the use of cookies as suggested in this policy but we do not respond to a web browser’s “do not track” signals, or mechanisms similar to such signals.

Retention Storage: We generally retain personal data about our customers for as long as we believe appropriate for the purposes for which it was collected.
Security: We aim to maintain appropriate physical, procedural and electronic safeguards to protect your personal data.

Access and Correction: You may access and review the personal data we retain about you and correct any factual errors.

Uses and Disclosures Operational Uses: By providing your personal data to us, you consent to our use and disclosure of your data for the operational purposes listed in this policy.
Marketing Uses: We would like to use your personal data for our marketing purposes.

WHAT WE COLLECT

We collect the personal data and the non-personal data we need to process your reservation requests and to provide the services you request from us and for our operational uses in connection with such services, which may include:

- Name, address and contact details, including telephone and mobile number, and email address;
- Date and place of birth, passport number and driver's license number and, upon our request, a copy of your driver's license;
- Employer(s) name, address and phone number;
- Credit card information;
- Frequent flyer and other membership reward or loyalty program information;
- Affiliations with or sponsorships by companies, associations, colleges or cities;
- Location data such as geographic location of electronic devices used to contact us or to access our mobile "apps" or of the vehicle or equipment you have rented;
- Information regarding the vehicle or equipment rented and its operation during your rental;
- Rental charges you incur and other information relating to your transactions;
- Information transmitted by your computer's browser software;
- Itinerary information, including airline and/or flight information; and
- Information about your credit history or other publicly available information about you from consumer reporting agencies.

SOURCES

We collect personal data directly from you in connection with a reservation (even an abandoned or interrupted reservation), or a rental of a vehicle, including information you provide:

- When you call our reservation, customer service, emergency road-side assistance, or customer contact centers;
- On our websites;
- Through our kiosks;
- On our official third party social network pages;
- Through your computer's web browser;
- At rental locations; and
- Through our in-vehicle technology (such as for example GPS devices).

We also gather personal data about you from a variety of other sources, which may include:

- Reservations you make with us through licensees, travel agents or brokers;
- Transactions you complete with us and our licensees, including options you take, charges you incur and any incidents or accidents that may occur;
- To the extent you have made such information available, from third party social networks;
- Consumer reporting agencies; and
- Other companies that have business relationships with us, such as our licensees, affiliates and business partners, including airlines, hotels and insurance companies.

OPERATIONAL USES AND DISCLOSURES

The examples provided below are illustrative and not a complete list of our practices:

To provide you services

We will share your personal data among ourselves, our agents, our licensees and other companies to provide services to you, including to:

- Make your rental reservations;
- Process and/or confirm your transactions;
- Provide you with the services you have requested or, where applicable, enhanced rental services;
- Provide you services in connection with your rental, such as navigation assistance or itinerary planning;
- Provide you with customer assistance, including , but not limited to, assistance after you have initiated but not completed a reservation;
- Bill and collect amounts owed in connection with your rental(s); and
- For customer satisfaction and market research purposes and to otherwise help us improve our services.

To communicate with you

We may use your personal data to communicate with you regarding any reservation you initiate or any rental transaction.

So that we may communicate with you, you give us your consent to call you on or send text messages to your mobile telephone/device. You also consent to our use of auto-dialers and pre-recorded messages in connection with any such telephone call or text message, including calls or texts to mobile telephone numbers. We will not charge you for such calls or texts. Your mobile service provider will charge you according to the applicable plan to which you subscribe.

Disclosure to companies you use

We will also share your information with companies you use in connection with your rental, including:

- Your credit card provider and other companies that process your charges;
- Any company or organization that is paying all or part of your rental charges;
- Any intermediary you use, such as a travel agent or broker, in relation to any aspect of your rental; and
- Any operator of a membership program for which you are rewarded for renting with us, such as a frequent flyer program.

Protective and legal uses

We may use, share and disclose your personal data for legal reasons as we believe necessary or appropriate, including:

- under applicable law, including laws outside your country of residence;
- to process, handle or otherwise respond to claims for damages, including claims or demands for bodily injury or property damage;

- to comply with legal process;
- to respond to requests from public and government authorities including public and government authorities outside your country of residence;
- to enforce our terms and conditions;
- to recover our vehicles, other property or any monies due, such as through debt collection agencies;
- to protect our operations or those of any of our affiliates;
- to assess your credit worthiness;
- to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; and
- to allow us to pursue available remedies or limit the damages that we may sustain.

Disclosure to our parents, affiliates, service providers and agents

We may use our parents, affiliates or other companies as our service providers or agents to act on our behalf and assist us in the conduct of our business, performing services for us under our instruction. These services may include hosting certain websites or databases, operating "apps" for us on our social media networks' pages, running contests, sweepstakes and other promotions for us, sending marketing communications, carrying out data analysis and conducting customer satisfaction surveys or other research. We will seek to require our service providers and agents to maintain appropriate security standards to protect your personal data and use the personal data we provide to them only for the purposes we specify.

Disclosure for corporate transactions

We may disclose your personal data to a third party in connection with any contemplated or actual reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings).

CONTACT US: We hope this policy answers your questions about our collection, use and disclosure of your personal data. If it does not, or if you have any questions, please contact us by following the instructions in the Contact Us.

SECTION 6. LIMITATION OF LIABILITY

In no event shall Hertz, nor any of its officers, directors and employees, shall be held liable for anything arising out of or in any way connected with your use of its vehicles whether such liability is under contract. Hertz, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of its services.

SECTION 7: VARIATION OF TERMS

Hertz Philippines is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

SECTION 8: ENTIRE AGREEMENT

These Terms constitute the entire agreement between Hertz Philippines (Exclusive Cars International Holdings, Inc.) and the renter in relation to the renter's use of Hertz services, and supersede all prior agreements and understandings.

SECTION 9: GOVERNING LAW AND JURISDICTION

These Terms will be governed by and interpreted in accordance with the laws of the Republic of the Philippines, and you submit to the non-exclusive jurisdiction of the state and federal courts located in the Philippines for the resolution of any disputes.