

# VOYAGE CO, LLC

## Rental Terms and Conditions

These Rental Terms and Conditions, any documents you have signed or agreed to electronically, any documents or agreements (including links to online documents or agreements) sent to you electronically in relation to your rental, the Privacy Notice, and a return record detailing the calculated rental charges together make up the rental agreement (collectively referred to as the “Agreement”) between you and Voyage Co, LLC.

“We,” “our,” and “us” refer to Voyage Co, while “you” and “your” refer to the individual who signs the Agreement. You acknowledge that you are not acting as our agent for any purpose and that you cannot transfer or assign your responsibilities under this Agreement. You are renting the Vehicle described in the Agreement from us, and this rental is purely a mutual benefit bailment.

By renting a Vehicle from Voyage Co, you agree to these Rental Terms and Conditions, unless such terms are prohibited by the Applicable Law of a jurisdiction governing this rental, in which case the applicable law will take precedence.

You acknowledge that failure to adhere to these Rental Terms and Conditions will be considered a breach of the Agreement. If you breach the Agreement, we may pursue all remedies available to us under this Agreement or by law, including but not limited to terminating the current rental, refusing to enter into future rental agreements with you, and/or seeking compensation from you for any damages we incur as a result of your breach.

## 1. Vehicle Use Terms

### 1.1 Who May Drive the Vehicle

Only you may operate the Vehicle, with the following exceptions:

- You confirm that you are a capable and validly licensed driver.
- You confirm that the license you provided is valid and has not been modified, suspended, revoked, or restricted.
- Digital and temporary licenses are not acceptable for the rental.

You acknowledge that we may use a device or application to scan your license to verify its authenticity, confirm your identity, or as authorized under Applicable Law. By providing us with your license, you consent to this scanning and the use of your personal information as described in our Privacy Notice at [voyage-co.com/privacy](https://voyage-co.com/privacy).

We reserve the right to deny any rental or to terminate this rental at our sole discretion. Except where specifically required by Applicable Law, only you, your spouse or domestic partner, or, if you are renting under your employer’s corporate account agreement, your employer or a regular fellow employee incidental to business duties may drive the Vehicle, but only with your prior permission. Authorized Drivers must be at least 25 years old and possess a valid license that has not been modified, suspended, revoked, or restricted.

A spouse or domestic partner meeting the same age and driver's license requirements as the renter is considered an authorized driver without additional charge. Any additional authorized drivers must be present at the time of rental and meet the age and driver's license requirements. For rentals secured with a debit card, only a spouse or domestic partner is permitted as an additional driver, unless required by law.

You are responsible for ensuring that the Vehicle is used according to the terms of this Agreement by all Authorized Drivers. You agree to remain financially responsible under the Agreement even if the Vehicle is operated by an Authorized Driver or someone other than yourself.

## **1.2 Keeping the Vehicle Safe and Secure**

You and any Authorized Driver must operate and park the Vehicle in compliance with all laws, regulations, and ordinances, including the use of child safety seats (see Paragraph 2.6(n)) and passenger safety restraints as required by Applicable Law.

While operating the Vehicle, you and any Authorized Driver must refrain from using mobile phones or other handheld devices and must exercise sound judgment and safe driving practices. You may not leave the Vehicle unattended unless all windows, doors, and trunks are closed and locked, and the Vehicle is in a secure location where you are allowed to park. Additionally, you must take reasonable precautions to safeguard the keys to the Vehicle from anyone other than yourself and any Authorized Driver.

## **1.3 No Smoking or Vaping**

We maintain a 100% smoke-free fleet. No one may smoke or vape any substance inside or immediately surrounding the Vehicle. If we determine, at our sole discretion, that the Vehicle smells of smoke, vape, or any other substance, we may charge you a fee, as per Paragraph 2.6(c).

## **1.4 Returning the Vehicle**

**1.4(a) When to Return the Vehicle** You must return the Vehicle in the same condition you received it, ordinary wear and tear excepted, at the Designated Return Time identified in the Agreement. You must return it sooner if we demand it. If you return the Vehicle earlier or later than the Designated Return Time, a different or higher rental rate may apply, and if returned later, you may also be charged a late return fee.

You may not return the Vehicle to a location that is closed. If you do, we will treat the Vehicle as though it was not returned until the location reopens and we take actual possession of the Vehicle. You will remain responsible for daily charges, late fees, damages, and/or loss until we take actual possession of the Vehicle, including its keys. If we do not find the Vehicle when the location reopens, you are responsible for all charges and for damage to or loss of the Vehicle until the Vehicle is returned or recovered.

If you wish to extend the rental period, you must contact us at +1 628-358-13-18 prior to the Designated Return Time. We may grant or deny an extension at our sole discretion for part of or the entire period you request. If we grant an extension, a different or higher rate and a service fee may apply to the extension period.

**1.4(b) Returning the Vehicle** You are required to return the Vehicle to the specified Return Location noted in the Agreement. If you need to return the Vehicle to a different location, you must notify us before the designated return time. We may choose not to allow you to return the Vehicle elsewhere at our discretion. If we permit a different return location, we may impose different rates and additional fees, which could increase your overall cost.

**1.4(b)(1) Returning Electric Vehicles** Given the specific infrastructure needs of Electric Vehicles (EVs) (such as a particular charger), your EV must be returned to the specified Return Location. If not returned there, you will be responsible for any costs related to transporting the EV to the proper location. Additionally, you will incur a fee for Voyage's inability to use the EV from the expected return time until the actual return, with a maximum charge period of thirty (30) days. This loss-of-use fee will equal your daily rental rate.

**1.4(c) If You Fail to Return the Vehicle** If you do not return the Vehicle by the specified return time and to the designated return location, unless extended or modified as per Paragraph 1.4(b), you will breach this Agreement. We may, at our discretion and according to any legal notice requirements, consider your failure to return the Vehicle as theft or other illegal action. You could face charges for any associated fees with this failure, and any payment made by card does not forfeit our right to treat the Vehicle as stolen.

**1.5 Vehicle Use Prohibitions and Responsibilities** Certain uses of the Vehicle or actions (or inactions) by you or others will violate this Agreement. ANY BREACH OF THIS SECTION WILL AUTOMATICALLY CONSTITUTE A VIOLATION OF THE AGREEMENT, ENTITLING US TO DEMAND THE IMMEDIATE RETURN OF THE VEHICLE AND, WHERE LEGALLY ALLOWED, TO REPOSSESS IT. SUCH A BREACH ALSO VOIDS ALL LIABILITY COVERAGE AND ASSOCIATED PRODUCTS AND SERVICES. YOU WILL BE RESPONSIBLE FOR ANY PENALTIES, FINES, FORFEITURES, LIENS, RECOVERY AND STORAGE COSTS, AS WELL AS ANY RELATED LEGAL EXPENSES (INCLUDING APPEALS) THAT WE INCUR DUE TO THE BREACH.

**1.5(a) Prohibited Uses of the Vehicle** You will breach Paragraph 1.5 and the Agreement if you or someone you allow to drive or possess the Vehicle (whether they are an Authorized Driver or not) do any of the following: 1.5(a)(1) Permit anyone other than yourself or an Authorized Driver to operate the Vehicle; 1.5(a)(2) Use the Vehicle to transport passengers or goods for payment; 1.5(a)(3) Use the Vehicle to tow or push anything; 1.5(a)(4) Drive the Vehicle while (i) under the influence of alcohol or any prohibited substance as per Applicable Law; or (ii) using a mobile phone or other handheld device, unless it is in a hands-free mode;

**1.5(a)(5) Using the Vehicle for Illegal or Felonious Activities** You will breach Paragraph 1.5 and the Agreement if you or someone you permit to use the Vehicle engages in any activities, other than minor traffic violations, that could be classified as a felony, misdemeanor, or reckless driving, including transporting controlled substances or contraband.

**1.5(a)(6) Transporting the Vehicle to Another State** You will violate the Agreement if you move the Vehicle to another state without prior consent and notification to Voyage Co.

**1.5(a)(7) Using the Vehicle for Specific Prohibited Activities** You will breach the Agreement if you use the Vehicle (i) to carry hazardous materials; (ii) in any kind of test, race, or competition; (iii) on unpaved roads; and/or (iv) in a reckless manner or when it is overloaded.

**1.5(b) Responsibilities of Vehicle Use** You will also breach Paragraph 1.5 and the Agreement if you or anyone you allow to use the Vehicle (whether an Authorized Driver or not) does any of the following:

**1.5(b)(1)** Fail to immediately report any damage or loss of the Vehicle to us and, if required by law, to law enforcement authorities; fail to provide a written accident report or cooperate with our investigation; or fail to report any interactions with law enforcement as detailed in Paragraph 3.

**1.5(b)(2)** Neglect to secure the Vehicle as specified in Paragraph 1.2.

**1.5(b)(3)** Intentionally or recklessly cause damage to the Vehicle.

**1.5(b)(4)** Return the Vehicle after hours, resulting in damage, theft, or vandalism, as described in Paragraph 1.4.

**1.6 Misrepresentation/Repossession of the Vehicle** We reserve the right to repossess the Vehicle at any time at our discretion for reasons including but not limited to: if you obtained the Vehicle through fraud or misrepresentation; if the Vehicle is found parked illegally, used in violation of the law or Agreement terms, or seems abandoned. You agree that we do not need to

provide advance notice and may take necessary actions to repossess the Vehicle, such as disabling the engine remotely, locking the doors, tracking via GPS, and using any other relevant devices. If repossessed, you agree to cover the actual and reasonable costs of repossession, charged to the payment card or account used for the rental. In cases of fraud or misrepresentation, liability protection and any associated products or services, including Additional Liability Insurance and Extended Roadside Assistance, will be automatically voided where not prohibited by law.

**2. Standard Charges** You are responsible for paying the following standard charges for the Vehicle rental:

**2.1 Daily Charges:** You will pay the daily rate specified in the Agreement for each day or part thereof. The minimum charge is one day plus mileage or a fixed fee. The daily rate applies to consecutive 24-hour periods starting from the rental start time.

**2.2 Mileage Charges:** You will also pay for the mileage driven or a fixed fee if applicable, at the rate stated in the Agreement. We will measure mileage using the factory-installed odometer.

**2.3 Rate Eligibility Requirements:** If the rate at booking was conditional (e.g., special, promotional, or corporate rate) and you do not meet the conditions at the time of booking or during the rental, we will charge you the applicable default rate for similar rentals.

**2.4 e-Tolls:** You are responsible for all tolls incurred during the rental period. All Voyage Co vehicles are equipped to handle electronic tolls. If you do not pay tolls directly, you will be automatically enrolled in the e-Toll service. A third-party toll administrator will process toll payments and charge your card for the tolls and associated fees. You agree to share your personal information with the Toll Administrator and authorize charges for all e-Toll fees. The Toll Administrator may contact you about e-Toll fees, which may be billed 4-8 weeks after the rental ends.

You agree to indemnify and hold us, the Toll Administrator, and any other authorized agents harmless for any fines, charges, or administrative fees related to toll violations for which you may be responsible.

**2.5 Fuel Service** Most rentals come with a full tank of fuel, though this is not guaranteed.

**2.5(a) Driving Fewer than 75 Miles** If you drive fewer than 75 miles and it is applicable under the law, we will add a flat fee to your rental, as stated in the rental document. You can avoid this fee by presenting a receipt for fuel purchased at the time of return, which will then reverse the flat fee from your total charges.

**2.5(b) Driving 75 Miles or More** If you drive 75 miles or more, you have three refueling options:

1. **Returning with Less Fuel:** If you choose not to use the fuel service option and return the Vehicle with less fuel than when you received it, you will incur a fuel service fee at the per-gallon rate specified in the rental agreement.
2. **Fuel Service Option:** If you opt for the fuel service at the start of the rental, you will pay the agreed amount and avoid a separate fuel service charge. Choosing this option means you won't receive credit for any remaining fuel, but the per-gallon cost will be lower than the service fee. Refueling the Vehicle yourself might be cheaper than both the service charge and option. The fuel service charge is not a retail fuel sale.
3. **Refuel Yourself:** To avoid a fuel service charge, return the Vehicle with a full tank and, if requested, provide a receipt for your fuel purchase.

**2.6 Miscellaneous Fees/Charges** Except where prohibited by law, you will also be responsible for the following fees and charges:

**2.6(a) Surcharges, Fees, and Taxes:** You will pay taxes such as sales, use, rental, environmental, and excise taxes; facility fees; concession recovery fees; vehicle license fees; and other similar charges imposed by various authorities.

**2.6(b) Redemption Fees:** If you use rewards certificates, coupons, or vouchers, you may incur a redemption fee. Fees may also apply if you earn benefits through a loyalty program.

**2.6(c) Cleaning Fees:** You will pay a reasonable fee for cleaning excessive stains, trash, dirt, odors, or pet hair from the Vehicle's interior or exterior. A fee may also apply if evidence of smoking or vaping is found, including cleaning and repair costs.

**2.6(d) Authorized Drivers:** A fee may apply for each additional Authorized Driver as stated in your Agreement.

**2.6(e) Youthful Drivers:** A fee may apply for drivers under 25 years old, as noted in your Agreement.

**2.6(f) Extensions/Modifications:** A \$10 fee may apply, in addition to standard daily and mileage rates, if you extend the rental or return the Vehicle to a location other than the Designated Return Location.

**2.6(g) Battery Charging Fee for Electric Vehicles ("EVs"):** The EV must be returned with at least a 70% charge. You may recharge the EV yourself at your expense. If returned with less than 70% but more than 10% charge, a \$35 charging fee will apply. If returned with less than 10% charge, an additional \$35 fee will apply (totaling \$70). These fees cover charging costs, overhead, and administrative expenses.

**2.6(h) Charging and Idle Fees for Tesla EVs:** If you rent a Tesla EV, charging and idle fees at Tesla Superchargers, if applicable, will be billed to you at cost plus a reasonable administrative fee. Charges may be applied to your card later due to processing requirements. Refer to Tesla's website for details on idle fees. Paragraph 2.6(g) still applies.

**2.6(i) Towing/Impound/Vehicle Delivery Fees:** You will be charged for actual towing costs and a reasonable administrative fee. If you return the Vehicle to a different location, we may charge an additional fee. If the Vehicle is not returned as required, we may charge for costs related to impound, storage, towing, or delivery.

**2.6(i)(1) Special Fees for EVs:** If an EV is not returned to the Designated Return Location, additional fees will apply, including all costs to transport the EV back and a daily rental rate fee (up to 30 days) for loss of use.

**2.6(j) Late Return Fees:** If you return the Vehicle after the Designated Return Time, an additional daily fee may apply on top of the rental and mileage charges.

**2.6(k) Fines, Expenses, Costs, and Administrative Fees:** You agree to pay all fines, tickets, penalties, court costs, storage liens, and other violations. If assessed against us due to your use of the Vehicle, you agree to indemnify us for all resulting costs and damages. We may pay fines on your behalf and charge you accordingly, including any additional administrative fees.

**2.6(l) Key/Fob Recovery Fee:** You may be charged for replacing keys, key cards, fobs, or remotes not returned with the Vehicle.

**2.6(m) EV Equipment:** All EV equipment must be returned. You will be charged the full replacement cost for any equipment not returned. You are also responsible for any damage to the EV, charging station equipment, or location. You agree to indemnify Voyage Co for charges resulting from your use of the EV and equipment.

**2.6(n) Child Safety Seat Fee:** Child safety seats are available for an additional fee, based on availability. We do not install these seats and are not liable for any issues resulting from their installation or defects.

**2.7 You are Responsible for Payment** You are responsible for all charges arising from this Agreement. If a third party is billed for these charges, you confirm your authorization to do so and remain jointly liable. We may perform a credit check and may ask for additional identification before releasing the Vehicle.

## **2.8 Payment Card Reserve**

When you use a payment card, digital wallet, or mobile payment app to book or pay for your rental, the card issuer may place a reserve or hold on funds up to either:

1. The estimated total charges under Paragraph 2 (including all subparts) as shown in the Agreement, or
2. The deposit amount stated at the rental location.

We are not responsible for any fees or charges from the card issuer due to this reserve, including overdraft fees. Once the Vehicle is returned and standard charges are billed, any excess reserve will be released. We do not control the timing of fund availability after the release. This reserve does not waive our right to charge for additional costs beyond the reservation amount or make further charges as authorized by the Agreement.

## **2.9 Currency Conversion**

If you use a payment card from a financial institution outside the U.S. and your charges are billed in a currency other than U.S. dollars, we will convert the charges to U.S. dollars based on a conversion rate published by Reuters, plus a processing charge of up to 3%. This charge will replace any currency conversion fee applied by your card issuer. You acknowledge that you are not using your card issuer's currency conversion process and will have no recourse against them for any conversion issues.

## **2.10 Errors/Adjustments**

A preliminary statement of charges will be provided when you return the Vehicle, but it may not be final. You could be responsible for additional charges, including fuel service, tolls, fines, damage, and other costs not yet assessed. We may contact your employer if you rented under a corporate account agreement regarding any unpaid charges. If you rented personally, you are responsible for all unpaid charges, regardless of reimbursement arrangements with others.

## **2.11 Collections**

If you do not pay amounts due within 14 days after our demand, you agree to a late fee of 1.5% per month (or the highest rate allowed by law). You also agree to cover any costs we incur for collecting unpaid charges, including court costs, attorneys' fees, and insufficient funds fees. We may use attorneys or collection agents to recover unpaid amounts and report to credit agencies.

### **3. Accidents/Incidents**

Report any accidents or incidents involving the Vehicle immediately to us at +16283581318 and email [voyageco.ca@gmail.com](mailto:voyageco.ca@gmail.com). You must also report to law enforcement if required by law. Provide a written report and cooperate with our investigation. When booking, provide your liability insurance and identification document.

#### **3.1 Vehicle Damage/Loss**

You are liable for all damage or loss to the Vehicle, including acts of nature. You will pay for repair costs or, if the Vehicle is sold in damaged condition, the difference between its fair market value before damage and sale proceeds. You are also responsible for Loss of Use (LOU) of the Vehicle up to 30 days. You authorize us to charge you for repair or replacement costs, including lost or damaged items.

If the Vehicle is stolen and not recovered, you will pay its fair market value, loss of use, administrative fees, appraisal, towing, storage charges, and diminished value. If your responsibility is covered by insurance, you authorize us to recover costs directly from the insurance provider. We will refund any excess payments if we collect from a third party after you've paid.

#### **3.2 Indemnification**

You agree to defend, indemnify, and hold Voyage Co harmless from all losses and expenses arising from the rental, including third-party claims. File a claim with your insurer but remain responsible to us.

#### **3.3 Liability Protection**

Except in California and Texas, Authorized Drivers are protected for bodily injury or property damage up to the minimum legal limits of the jurisdiction where the accident occurs. This protection is secondary to other insurance unless required to be primary by law. Coverage does not include fines, penalties, or punitive damages and excludes injuries to yourself, your family, or others involved in your employment. Optional coverages are rejected.

#### **3.4 Assignment of Benefits/Insurance**

If damage or loss is covered by insurance or benefits, you authorize us to contact the provider and share necessary information. You must cooperate with claims. We will handle claims directly with the provider and remain primarily responsible for payment unless covered by insurance. Any excess benefits received from third parties will be refunded, minus our costs.

#### **3.5 Vehicle Repairs**

You cannot repair the Vehicle without our written consent. Unauthorized repairs will make you liable for restoring the Vehicle to its original condition or its fair market value. If we authorize

repairs, we will reimburse you if you provide a receipt and the repair conforms to our authorization. Unauthorized repairs that affect warranties will be your responsibility.

#### **4. Additional Services Available**

Additional services may be available with or without extra charges:

##### **4.1 Roadside Assistance/Extended Roadside Assistance**

Limited Roadside Assistance is free; Extended Roadside Assistance can be purchased to cover lost keys, lockouts, flat tires, towing, or emergency fuel delivery. If not purchased, additional fees apply. Evidence of coverage will be provided upon purchase.

##### **4.2 Roadside Assistance for EVs**

Roadside Assistance for EVs does not cover fuel or charging station delivery. If the EV runs out of battery, it will be towed to the rental location, and you will be charged a towing fee. Extended Roadside Assistance does not cover battery depletion. You must not use private tow services for EVs; all tows must be arranged through Roadside Assistance and be by flatbed.

#### **5. Satellite/GPS Systems and Connected Car Data**

##### **5.1 GPS:**

- **Availability:** In some locations, we may provide a Global Positioning System (GPS) for rent, as outlined in your rental Agreement. The GPS can be rented at a daily fee for each full or partial day.
- **Responsibility:** Unless prohibited by Applicable Law, you are liable for any loss or damage to the GPS unit and its accessories, irrespective of the cause. You must cover the cost of repair or replacement of the GPS unit, which may be up to \$499, at our discretion.

##### **5.2 Use of Location Information:**

- **Privacy:** There is no expectation of privacy regarding the locations where the Vehicle is driven during your rental period.
- **Data Usage:** You consent to us using GPS tracking devices or location data generated by Connected Car technology, where legally allowed, for purposes outlined in our Privacy Notice. This includes tracking Vehicles that are overdue, reported stolen, or suspected of being lost or abandoned, analyzing and improving our services, managing our fleet, and ensuring safety. If you represent a corporate or commercial account, you must ensure that fleet drivers are notified of and/or consent to such GPS tracking as required by law.

##### **5.3 Connected Car Data:**

- **Features:** Some Vehicles ("Connected Cars") come with telematics systems and technologies that gather data about the Vehicle's condition, usage, and performance. This data includes, but is not limited to, real-time location, damage, accident records, performance metrics, fuel consumption, and tire pressure (collectively "Connected Car Data"). Certain Connected Cars may also capture images and audio.
- **Data Transmission:** You agree that the Connected Car Data may be transmitted to us, third-party providers, or the car manufacturer. For fleet Vehicles associated with a corporate account, your organization might also access this data, including real-time

location information. If you represent a corporate or commercial entity, you must ensure that fleet drivers are aware of and/or consent to the collection and use of Connected Car Data where required by law.

- **Data Handling:** Connected Car Data collection equipment might be installed by us, on our behalf, or by the vehicle manufacturer. If installed by the manufacturer, data processing will follow their privacy policy. We might have agreements with manufacturers to receive and process Connected Car Data through third parties. By renting a Connected Car, you agree to abide by both our terms and the vehicle manufacturer's Connected Car services agreement and privacy policy. For details, visit the manufacturer's website.
- **Personal Data:** Some Vehicles allow you to connect your personal device via Bluetooth. If you do, the Vehicle may automatically upload your address book and call records. Follow the Vehicle's prompts to remove this data from the Vehicle's memory. We are not responsible for the privacy of this data or unauthorized access after the Vehicle is returned.

## 6. Arbitration

### Pre-Dispute Resolution Procedure:

- **Notification:** Before starting any legal action (such as individual arbitration or small claims court), both you and Voyage Co agree to provide the other party with written notice of the intended claim 30 days prior to initiating any proceedings. During this period, both parties should make a genuine effort to resolve the issue.
- **Sending Notices:** If you plan to make a claim against Voyage Co, you must send your notice to:
  - **Attention:** 555 Palm Ave, #206, Millbrae, 94030. If Voyage Co intends to claim against you, we will send the notice to your address on record. While the parties may engage in settlement discussions during this 30-day period, they are not required to do so.
- **Settlement Discussions:** Any settlement demands or offers made during this pre-dispute resolution period cannot be used in any legal proceeding as evidence or an admission of liability.

### Dispute Resolution:

- **Arbitration Requirement:** If a dispute cannot be resolved through the pre-dispute procedure, it will be settled through binding arbitration with the American Arbitration Association (AAA), according to their current commercial arbitration rules. Arbitration does not involve a judge or jury, and both parties waive the right to a jury trial. Arbitration procedures are less formal and limited compared to court proceedings, with minimal court review.
- **Individual Basis:** The arbitration will be conducted on an individual basis and not as a class, consolidated, or representative action. If the class action waiver is found invalid or unenforceable, neither party can pursue binding arbitration.
- **Costs of Arbitration:** For claims under \$10,000, if you can show that arbitration costs would be prohibitive compared to litigation costs, Voyage Co will cover the necessary filing and hearing fees to make arbitration affordable.
- **Legal Framework:** This arbitration agreement is governed by the Federal Arbitration Act. The arbitrator's decision can be entered into any court with appropriate jurisdiction. Any changes to this arbitration agreement will not affect claims for which notice has

already been provided. For information on AAA, its rules, and how to file an arbitration claim, contact AAA at 800-778-7879 or visit their website at <http://www.adr.org>.

### **Exemptions:**

- **Small Claims and Personal Injury:** Claims that fall under small claims court jurisdiction or involve personal injury, vehicle damage, or loss related to your rental are not covered by this arbitration provision.

## **7. Miscellaneous**

### **7.1 Unique Terms for EVs and Tesla EVs**

- **Software Updates:** Your electric vehicle (EV) may prompt for software updates. **Do not** update the in-vehicle software unless specifically instructed by Voyage Co. If you receive a software update prompt during your rental, either disregard it or press “cancel.” Updating the software without authorization from Voyage Co is done at your own risk. You will be liable for any resulting issues, including loss of use, service interruptions, and costs for restoring the EV, such as towing, software coding, and other technological expenses.
- **No Automatic Carwashes for Tesla EVs:** Tesla EVs cannot be washed at automatic carwashes. Any damage from an automatic car wash will be assessed against you and will not be covered by insurance. If you rely on personal insurance for coverage, ensure it includes electric vehicles and their components.

### **7.2 Nature of the Agreement**

- This Agreement grants you limited permission to use the Vehicle under the specified terms and conditions. It does not transfer ownership or any other interest in the Vehicle. You cannot assign or transfer your rights under this Agreement, and any attempted assignment will be considered a breach of the Agreement, with no effect.

### **7.3 Waiver of Certain Types of Damages**

- You waive any claims for incidental, special, or consequential damages related to the rental. If a court finds that Voyage Co has breached this Agreement, your damages will be limited to the actual charges and fees paid to Voyage Co under this Agreement.

### **7.4 Changes or Amendments**

- Changes to this Agreement can only be made in writing and signed by an authorized representative of Voyage Co. We reserve the right to unilaterally modify these Rental Terms and Conditions, with changes taking effect upon written notice or posting on the Voyage Co website. These changes will apply to rentals booked after the notice or posting date, without needing your additional consent.

### **7.5 Other Important Provisions**

- **Transfer of Rights and Obligations:** Voyage Co may transfer its rights and obligations under this Agreement to another party without affecting your rights or our obligations. You may transfer your rights or obligations only with our written consent.

- **Failure to Enforce:** If we do not enforce any of your obligations or delay doing so, it does not waive our rights, nor does it mean you are relieved of those obligations. Any waiver of a default must be in writing and does not imply a waiver of any future defaults.
- **Severability:** If any provision of this Agreement is found to be invalid by a court, that provision will be modified to reflect the parties' original intent, or excluded if modification is not reasonable. All other provisions will remain in effect.

## 7.6 Cooperation

- You agree to cooperate with Voyage Co regarding the Agreement, including your use and return of the Vehicle and any related disputes or legal proceedings. This includes executing documents, providing testimony, and taking other requested actions.

## 7.7 Contact Information

- Voyage Co, or its third-party vendors, attorneys, or agents, may contact you at any phone numbers (including text messages), email addresses, and physical addresses you provided in connection with this Agreement.

## 7.8 Severability

- If a provision of this Agreement is deemed invalid by a court, it will be adjusted to reflect the original intent as closely as possible, or excluded if not feasible. All other provisions will continue to be effective.

## 7.9 Definitions

- **7.9(a) “Agreement”:** Refers to the Rental Terms and Conditions, receipts, e-receipts, signed documents, and return records related to your rental.
- **7.9(b) “Applicable Law”:** All relevant laws and regulations applicable to this Agreement, governed by the laws of the state where the rental begins.
- **7.9(c) “Authorized Driver”:** Any person authorized to operate the Vehicle as outlined in the Agreement.
- **7.9(d) “Day”:** A 24-hour period starting from the rental’s beginning time or consecutive calendar days if specified.
- **7.9(e) “Designated Return Location”:** The location specified for returning the Vehicle, or the rental start location if none is specified.
- **7.9(f) “Designated Return Time”:** The date and time specified for the Vehicle’s return.
- **7.9(g) “EV”:** A Vehicle powered by an electric motor.
- **7.9(h) “EV Equipment”:** Includes cables, batteries, conductors, and other charging devices for the EV.
- **7.9(i) “Rental Terms and Conditions”:** The terms and conditions provided at the time of rental.
- **7.9(j) “Vehicle”:** The assigned vehicle, including any replacement vehicles, along with its accessories and related items.

## 7.10 Captions

- The captions or headings in this Agreement are for convenience only and should not be used to interpret or limit the provisions of the Agreement.

## California: Notice About Your Financial Responsibility and Optional Damage Waiver

### Financial Responsibility:

- **Collision Damage:** You are financially responsible for all collision damage to the rented vehicle, regardless of the cause or whether another party is at fault. This includes repair costs up to the value of the vehicle, as well as any towing, storage, and impound fees.
- **Insurance and Credit Card Coverage:** Your personal insurance or the credit card used for the rental may cover some or all of your financial responsibility. You should verify your coverage details, including deductibles, with your insurance company or credit card issuer. If your credit card offers coverage, confirm whether you need to use your personal insurance coverage first before the credit card coverage applies.
- **Optional Damage Waiver:** The cost per day of the optional damage waiver is listed in your Rental Contract, Rental Receipt, or other rental documents. This waiver may reduce or eliminate your financial responsibility for damage, depending on the terms of the waiver.

### Liability Protection:

- **No Insurance Provided:** The rental agreement does not include insurance or liability protection for you or any other driver. You are responsible for any liability arising from the use of the vehicle.
- **Accident Reporting and Cooperation:** You must promptly notify Voyage Co of any accident involving the vehicle and assist in investigations, including those conducted by the police. This includes handling any liability claims related to the accident. You are also required to report the accident or loss to the police and/or the Department of Motor Vehicles as local laws dictate.

Ensure you understand your financial responsibilities and optional coverages by reviewing your insurance policy and credit card terms before completing your rental.

**These rental terms include an arbitration clause and class action waiver in Section 6, which affects your rights regarding dispute resolution. Please review this section carefully.**