

GENERAL TERMS AND CONDITIONS - AVIS PREFERRED DRIVE.

These Avis Preferred DRIVE Terms and Conditions ("**Terms and Conditions**") outline the terms and conditions applicable to the various paid DRIVE subscriptions: DRIVE, DRIVE Silver, DRIVE Gold, offered by Avis Budget UK Limited, Avis Budget House, Park Road, Bracknell, Berkshire, RG12 2EW ("**Avis**").

The totality of these subscriptions is collectively referred to as "DRIVE Subscription(s)".

By purchasing a DRIVE Subscription, you agree to purchase a product that is integrated into the Avis Preferred loyalty program, the terms and conditions of which are set out at <u>https://www.avis.co.uk/your-avis/avis-loyalty</u>. The Avis Preferred benefits belong to a separate program from the Avis Preferred DRIVE Program. They are not guaranteed by and may develop independently of, DRIVE membership.

Therefore, the holder of a DRIVE Subscription ("**Holder**") agrees to these General Terms and Conditions, which constitute the specific obligations within the framework of the conclusion of DRIVE Subscriptions, as well as to the conditions applicable to the AVIS Preferred loyalty program, for which the DRIVE Subscriptions constitute an additional offer.

1 - Conditions for eligibility to purchase DRIVE subscriptions.

Any natural person who has held a driver's license valid in the UK for at least 1 year and can prove a residential address in the UK is eligible for DRIVE subscriptions. In addition, membership in the free Avis Preferred loyalty program is a prerequisite. It is not possible to use the Avis Preferred DRIVE subscription via the app.

2 - Joining the DRIVE Subscriptions

Membership in the DRIVE Subscriptions may be applied for online on the Avis website Avis.co.uk or by telephone by any person who is eligible in accordance with the conditions specified in Clause 1 of the General Terms and Conditions. In this case, the person shall pay the fee specified in Clause 4 of the General Terms and Conditions.

Once the membership has been confirmed, a confirmation email will be sent to the Holder indicating his/her customer number, which will allow him/her to benefit from the advantages associated with the subscription applied for.

3 - Connection between DRIVE subscriptions and other benefits.

3.1 Connection between the DRIVE and AVIS Preferred programs.

Membership in DRIVE subscriptions complements the Avis Preferred loyalty program. Therefore, DRIVE membership Holders automatically become members of the Avis Preferred loyalty program, allowing the customer to accumulate the benefits of both programs.

If the DRIVE subscription is not renewed, the customer will no longer enjoy the benefits of the DRIVE subscription but will continue to belong to the free Avis Preferred program. A DRIVE membership Holder can thus switch to the Avis Preferred program at the same time.

3.2 Exclusion of corporate rates and other non-public rates.

The offers of the DRIVE program cannot be combined with rates granted under agreements with traders or partners of the AVIS brand.

	DRIVE	DRIVE SILVER	DRIVE GOLD	
Price at the time of signing the agreement	£49 incl. VAT.	£79 incl. VAT.	£149 incl. VAT.	
Duration	One (1) year from the confirmation of membership/renewal of membership in a DRIVE subscription.			

Membership ends automatically after one year but can in principle be renewed by the customer for one additional year at a time.

Renewal is not possible if the eligibility requirements specified in Clause 1 of the General Terms and Conditions are no longer met by the Customer. From one (1) year after joining the DRIVE subscription if the Holder does not renew the subscription, the Holder will no longer benefit from the discounts and advantages associated with the DRIVE subscription taken out.

Renewal of membership in a DRIVE Subscription is not guaranteed under the same conditions as at the time of initial registration but is available at the prices and conditions applicable at the time of renewal of the subscription.

5 - Discounts and benefits

Avis Preferred DRIVE Memberships allow their Holders to benefit from the following discounts when signing a rental contract with the Avis brand as the primary driver, depending on the DRIVE Membership taken out.

	AVISPreferred	AVIS	AVIS	AVIS
Preferred Priority service	\oslash	\otimes	\otimes	Ø
Money off voucher - received once per new Preferred membership after completion of second rental	\oslash	Ø	Ø	Ø
Upgrade voucher ⁰¹ - received once per new Preferred membership after completion of second rental	\oslash	\otimes	\oslash	\oslash
Weekend voucher ^{p)} - received once per new Preferred membership after completion of third rental	\oslash	\otimes	\oslash	\oslash
Free additional driver (X3 maximum)		\oslash	\oslash	\oslash
Double upgrade upon availability on weekends		\oslash	\oslash	\oslash
Discount on your rental in the UK^{p_l}		10%	15%	20%
Discount on your rental in Europe ⁽²⁾				10%
Discount on Avis Select Series				10%
Baby seat included (x3 maximum) ⁽³⁾			\oslash	\oslash
Child seat included (x3 maximum) ⁽³⁾			\oslash	\oslash
Child booster seat included (x3 maximum) ⁽³⁾			\oslash	\oslash
Ski-rack included (x1 maximum) ⁽³⁾				\oslash
Roadside assistance plus included				\oslash
Electric vehicle pass (1 card per subscription) ⁽³⁾				Ø
Travel Partner included				Ø
e benefits of Avis Porferred belong to a separate programme an Drive. They are not guaranteed and subject to change. Subject to availability. Not eligible for Vans, locary, Select Series of Avia Prentige cars, and rentals longer than ¼-days. Fuel, extra services and airport surcharges are not included. Subject to availability at rental station	Benefits Preferred included	£49	£79 AWD A552900	£149 AWD T128600

The DRIVE benefits only apply to vehicle rentals in the UK.

The discounts of the offer are all calculated on the basic public rental price (consisting of a daily and/or mileage allowance), excluding surcharges, options, additional protection, waivers, and any other costs associated with driving the vehicle (damages, fuel, etc.). Unless otherwise stated, discounts apply only to vehicle rentals in the UK.

Discounts for rentals in Europe include the countries listed below. Exceptions where discounts do not apply are in parentheses after the respective country.

Austria, Belgium, Czech Republic, Denmark, Germany, Greece, Hungary, Italy (except Sardinia), Luxembourg, Netherlands, Norway, Portugal (except the Azores), Poland, Spain (except the Canary Islands), Sweden, Switzerland.

Discounts apply only to rentals up to 27 days in length. Longer rentals of 28 days or more are excluded from discounts.

The network of Avis stations includes independent franchisees who are free to participate in the DRIVE program or not. DRIVE membership benefits are only valid at Avis stations that participate in the program. Some franchisees reserve the right to apply the discounts only during certain periods.

6 - Use of the card and liability of the Holder.

DRIVE memberships are named, personal and non-transferable. They can be used only by their Holder, in whose name the subscription was concluded.

Each Holder is solely responsible for the safekeeping and use of the subscription. In the event of misuse of a DRIVE subscription, the Holder must inform Avis as soon as they become aware of it.

Each DRIVE Subscription Holder is required to comply with these Terms and Conditions and, in connection with the rental of an Avis vehicle, with the applicable Avis General Rental Terms and Conditions.

Resale of the services associated with the use of the subscription is not permitted.

Holders confirm that the information they have provided as part of their registration for a DRIVE subscription is correct. In the event of an error or change in this information, the Holders undertake to make the changes in their online account, which is accessible on avis.co.uk

7 - Personal data

Avis has a file of personal data collected when the DRIVE subscription is applied for.

This data is processed to enable Avis to manage the subscriptions of its Holders. All or part of the data is intended for Avis Budget Group companies and their partners and subcontractors and may be transferred to countries outside the European Union. In accordance with the law, each Holder has a right to object to the inclusion in these files and the use of his personal data, as well as a right of access, rectification and cancellation of the information concerning him, by sending his request by e-mail, together with proof of identity, to the following address: dpo@abg.com. For more information about the use of your personal data, please refer to our Privacy Policy.

8 - Termination

Failure by a Holder to comply with the Terms and Conditions may result in immediate termination by Avis of that Holder's DRIVE Subscription without notice, as well as any benefits resulting therefrom.

9 - Right of withdrawal

Cancellation policy

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you must notify us, Avis Budget UK Limited, Avis Budget House, Park Road, Bracknell, Berkshire, RG12 2EW, using a clear declaration (e.g., a letter sent by post or e-

mail) of your decision to revoke this contract. For this purpose, you may use the enclosed sample revocation form, which, however, is not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of revocation

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favourable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount that corresponds to the proportion of the services already provided by the time you notify us of the exercise of the right of withdrawal with respect to this contract compared to the total scope of the services provided for in the contract.

Sample cancellation form

(If you wish to cancel the contract, please fill out and return this form).

To <u>uk.aviscustomercare@abg.com</u>

- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following
- goods (*)/the provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of consumer(s) (only in case of paper communication)

- Date(s)

(*) Delete where not applicable.

Article 10 - Dispute resolution

We are a member of the European Car Rental Conciliation Service (ECRCS) and the British Vehicle Rental and Leasing Association (BVRLA). These organisations independently review disputes at no additional cost to you. If you make a complaint and are unhappy with our final response you may (depending on the circumstances) refer your dispute to these conciliation services. You can contact these organisations using the following details:

• BVRLA: <u>www.bvrla.co.uk/consumer-advice/making-a-complaint-adr/complaint-</u> eligibility.html

ECRCS: <u>https://www.ecrcs.com/register-a-complaint.html</u>