

Alii Rental Cars LLC Terms of Service

Eligibility. Our Services are intended solely for persons who are 21 or older. Any use of the Services by anyone under 21 is expressly prohibited.

Your Commitments. As a renter, you commit that you'll be a legally licensed driver and provide proof to Alii Rental Cars LLC of a current, valid driver's license, who will treat the vehicle and any applicable Extras well and will take all reasonable measures to return the vehicle and any applicable Extras on time and in essentially the same condition as received. In connection with your use of or access to the Services you may not, and you agree that you will not, nor advocate, encourage, request, or assist any third party to:

Violate any law, including:

- Breach, violate, and/or circumvent any local, state, provincial/territorial, regional, or national law or other law or regulation, or any order of a court, including, without limitation, airport regulations and tax regulations, licensing or registration requirements, or third party rights;
- Post false, inaccurate, misleading, defamatory, or libelous content;

Dilute, tarnish, or otherwise harm the Alii Rental Cars LLC brand in any way, including:

- Through unauthorized use of ARC and/or user content;
- Registering and/or using ARC or derivative terms in domain names, trade names, trademarks, or otherwise;
- Registering and/or using domain names, trade names, trademarks, social media account names, or other means of identification that closely imitate or are confusingly similar to ARC domains, trademarks, taglines, promotional campaigns, or ARC and/or user content.

Provide or submit any false information, including:

- False name, date of birth, driver's license, payment method, credit card, insurance, or other personal information;
- File a claim, or respond to a claim (for example about damage to a vehicle), with false or misleading information;
- Book or drive any vehicle without a valid driver's license;
- Impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;

Fail to honor your commitments, including:

- Fail to pay fees, penalties, or other amounts owed to ARC or another user;
- Fail to timely deliver, make available, or return any vehicle and optional Extras, unless you have a valid reason as set out in our Policies;
- Use the Services to find a host or guest, and then complete a transaction partially or wholly independent of the Services, in order to circumvent the obligation to pay any fees related to ARC's provision of the Services or for any other reasons (aka, gray market transactions);
- Allow anyone other than an Approved Driver with whom you are traveling to drive the vehicle you have booked;
- Leave a vehicle unlocked or running or unattended with the keys inside, except where instructed to do so directly by ARC in certain limited circumstances.

Interfere with the operation of the Services, including by:

- interfering with any other user's listings;
- distributing or posting spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;

- distributing viruses or any other technologies such as cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or e-mail address information, or similar methods or technology that may disrupt or interfere with the operation or provision of our Services, or harm ARC or the interests or property of others;
- bypassing robot exclusion headers, interfering with the working of the Services, or imposing an unreasonable or disproportionately large load on our infrastructure;
- systematically retrieving data or other content from our Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory, or the like, whether by manual methods, or through the use of bots, crawlers, spiders, or otherwise;

Violations. ARC has the right, but not the obligation, to investigate, pursue, and seek to prosecute, litigate, or refer to law enforcement, violations of the Agreement to the fullest extent permissible by the law. ARC may access, preserve, and disclose any of your information if we are permitted or required to do so by law; if we believe in good faith that it is reasonably necessary to respond to claims asserted against ARC or to comply with permissible legal process (for example, subpoenas or warrants); to enforce or administer these Terms; to do so for fraud prevention, risk assessment, investigation, customer support, product development, and debugging purposes; and/or to protect the rights, property, or safety of ARC, its employees, its users, or members of the public.

Alii Rental Cars LLC reserves the right, at any time and without prior notice, in accordance with applicable law, to remove or disable access to any content that ARC, at its sole discretion, considers to be objectionable for any reason, in violation of this Agreement, or otherwise harmful to the Services or our community. If we believe you are abusing ARC, our users, or employees in any way or violating the letter or spirit of any of this Agreement, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your ARC Account(s) and access to our Services, remove hosted content, deny a claim for coverage, remove and demote your listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services. Additionally, we reserve the right to refuse or terminate our Services to anyone for any reason at our discretion to the full extent permitted under applicable law.

Cancellation Policy

Guests may cancel their trip through the app, by calling our business line or emailing their reservation associate. The total amount refunded will depend on when the guest cancels the trip, and varies by fee component (trip price, trip fee, protection fee, and if applicable, young driver fee).

There are no credits/refunds issued for early returns except when the guest has requested to shorten their trip and the host has accepted such request in the Services, as defined in the Terms of Service.

Refunds may take up to 10 business days for credit and debit cards.

ALII RENTAL CARS LLC CANCELLATION

In the event of your booked vehicle being inoperable by trip start, ARC will do it's best to re-accommodate you in another one of our vehicles based on availability.

FLIGHT DELAY OR FLIGHT CANCELLATION

If a guest's flight is delayed or canceled, we require guests to reach out to us to make us aware of the situation and to request a trip modification for a new start time. We will do our best in a good faith effort to accommodate a new trip start time.

Young Driver Fee

If you are under the age of 25 when the trip starts, we assess a young driver fee of 20% the daily rate. The young driver fee is fully refunded if the trip is cancelled before it starts.

Cleaning Policy

We do our best to provide guests with a clean car. In turn, guests must return the car in the same condition in which they received it or as close to clean as possible. If the vehicle is not returned in acceptable condition upon return, there could be fees assessed (please see fees below).

DO I DOCUMENT THE CAR'S CONDITION?

ARC will take multiple photos of the car inside and out before each rental. We take interior photos of the middle console, front seats and floor, and the back seats and floor. We also take exterior photos of the driver side, passenger side, front, and back of the car as well. As a guest, you are free to take as many pictures pre and post rental as you like.

WHY ARE PHOTOS IMPORTANT?

In the event of a dispute, ARC uses photos to determine if we are eligible for reimbursement of cleaning costs and if a guest should be charged a cleaning fee.

CLEANING FEES AND FINES

The levels of cleaning and the eligible reimbursement amounts are as follows:

Included with Rental

- Minimal amounts of trash.
- Small amounts of crumbs, sand, or dirt on floor mats that can be shaken off or vacuumed out.
- Small marks that can be cleaned off easily by hand.

HEAVY/SEVERE CLEANING - \$150

- Car exterior is returned significantly dirtier than it was received (e.g. mud, road tar and or extreme levels of dirt on car body, wheels, or windows).
- Floor mats or upholstery are returned significantly dirtier than they were received (e.g. requires more than a shake-out to be restored to original condition).
- Large amounts of food, dirt, or mud on the interior that cannot be shaken out and must be heavily vacuumed to remove.
- Light stains or residue on hard surfaces (e.g. liquid spills or sticky substances).
- Major stains or residue on seat fabric or other hard-to-clean surfaces.
- Situations in which a car contains the aforementioned violations on an egregious level that would require steam cleaning or a full detail.

PET HAIR - \$150

- If a pet enters a vehicle at any time without a host's consent, the guest will be held responsible for having the car cleaned.
- Service animals are not excluded from this policy.

SMOKING - \$150-\$250

- \$150 for smoke scent removal and physical remnants of smoking (e.g. ash, cigarette butts).

Additional Usage Policy

ARC is counting on guests to return cars at the originally-scheduled trip end time. If guests are late, it can cause a lot of inconvenience and stress for ARC and future guests. This is why we always recommend requesting a trip extension with as much notice as possible.

GUEST RESPONSIBILITY

We expect our guests to be thoughtful and return the car on time. If there is any chance of a late return, the guest must request an extension on the website or app as soon as possible, and contact ARC to let them know after making the request. If an extension can't be booked (whether because the host or car is unavailable, there are insufficient funds, or otherwise), the guest must return the car at the originally-scheduled end time. If the guest is excessively late, they will be charged for the cost of the additional usage and may be subject to fees and fines.

ADDITIONAL USAGE COSTS

All of the fees related to late returns are outlined below and on our fees and fines. A guest will not be charged if the guest is less than 30 minutes late.

LATE RETURN FEE/COST OF ADDITIONAL USAGE

If a guest returns a vehicle more than 30 minutes late, they are officially late and a \$50 fee may be assessed. They may be charged for the additional use in addition to the late fee. This is billed by an average of the daily rate of the vehicle, including the trip fee and any other applicable fees such as the young driver fee.

IMPROPER RETURN FEE

If a guest is more than 24 hours late, is unresponsive, causes a trip cancellation because of their lateness, or returns the vehicle to the wrong location they will be charged an improper return fee at ARC's discretion.

Prohibited Uses

Only ARC Approved Drivers can book and drive a car during a trip. To be an "Approved Driver" means that the guest has provided and updated all required documentation, continues to meet all ARC eligibility requirements, and that the guest is currently in good standing.

The guest of a vehicle may allow any Approved Driver to drive the car; all drivers shall be jointly and severally liable for the trip, but the primary guest (meaning the ARC guest who books the trip) shall remain primarily liable.

Engaging in any Prohibited Uses with a vehicle booked through ARC will be grounds for fines, suspension, and/or cancellation of your rental. It will also lower the primary guest's liability coverage to state minimum limits or nullify coverage where allowable by applicable state law. **Engaging in any Prohibited Uses will also eliminate any coverage for the guest for any claims related to physical or mechanical damage.**

PROHIBITED USE OF VEHICLE VIOLATES THIS AGREEMENT, VOIDS ANY CDW AGREEMENT, ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW), MAKES VEHICLE SUBJECT TO IMMEDIATE RECOVERY BY RENTAL COMPANY, AND MAKES RENTER RESPONSIBLE DESPITE PURCHASE OF CDW FOR ALL LOSS OF OR DAMAGE TO OR CONNECTED WITH VEHICLE, REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO DAILY RENTAL COMPANY'S EXPENSES, INCLUDING LOSS OF USE.

Insurance: customer agrees to maintain automobile insurance during the term of this rental agreement, providing the owner, the renter, and any other person using or operating the rental vehicle with the following primary coverage: a. Bodily injury and property damage liability coverage; b. Personal injury protection, no-fault, or similar coverage where required; c. Uninsured / underinsured coverage where required, and d. Comprehensive and collision damage coverage extending to the rental vehicle. Customer's insurance will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. Because the customer is providing automobile insurance, we are not. In states where the law requires us to provide insurance we will provide excess insurance only, up to the minimum limits required by the financial responsibility laws. The customer's insurance will be primary. Any insurance we are required to provide applies to claims of bodily injury and property damage only and is secondary to any other valid and collectable insurance whether it is primary, secondary, excess, or contingent. Our policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Customer agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States, and Canada. Customer must obtain written permission, and purchase special liability insurance, to use or operate the rental vehicle in Mexico. Where permitted by law, customer rejects uninsured, underinsured, supplemental, personal injury protection, and no-fault coverage. Where we are required to provide such coverage, renter is afforded the minimum limits required by law. Any breach of this agreement will void any insurance coverage

Indemnity: Regardless of insurance coverage, Renter shall fully indemnify the Owner for any loss, damage, and legal actions, including reasonable attorneys fees that Owner suffers due to Renter's use of Vehicle during the term of this Agreement, including but not limited to, damage to the Vehicle, damage to the property of others, injury to Renter, and injury to others.

Prohibited vehicle uses and activities include:

- Permitting someone who is not an Approved Driver to drive a vehicle booked via ARC.
- ON 4X4 TRAILS, OFF-ROAD USE OR FOR DRIVING ON BEACHES. ANY VEHICLES VIOLATING THIS WILL BE FINED A MINIMUM OF \$500. That fee does not include any damages to electrical or any mechanical equipment failure caused by taking the vehicle off-road. You will be responsible for all charges related to any repairs if a vehicle enters prohibited terrain
- Driving a manual transmission car without being an expert in the use of clutches and manual transmissions. Note: If the drivetrain of a manual transmission car is damaged, the primary

guest will be presumed to be at fault and will be held fully liable for repair of any damaged components of the car.

- Allowing the vehicle to be pushed or towed by anyone other than an authorized law enforcement or service vehicle.
- Using a vehicle booked through ARC
 - to tow or push anything.
 - other than on paved roads (whether "off-roading," driving on unimproved roads or parking areas, or otherwise).
 - in any race, test, or competition.
 - with the intention to cause damage, or with wanton, willful, or reckless disregard for safety.
 - to carry persons or property "for hire" or to carry persons or property for compensation or a fee, including, but not limited to, taxi services, TNC services, and/or parcel, food, or grocery delivery services. You may, however, use the car for business purposes, such as attending meetings and carrying associated materials.
 - unless a trip has been booked. Using vehicles without a reservation or outside your trip time constitutes unauthorized use.
- during or as part of the commission of a crime or any other illegal activity or purpose.
- while the driver is under the influence of:
 - alcohol above the legal limit.
 - any drug or medication under the effects of which the operation of a vehicle is prohibited or not recommended.
- when it has been loaded beyond its rated capacity or with more passengers than the vehicle has seat belts.
- Operating or relocating the vehicle outside the boundaries of the County of Kauai.
- without a valid license, or if you do not meet our Eligibility Requirements. It is your responsibility to inform us when your license is expired or suspended, or if you believe you may no longer meet our Eligibility Requirements.
- to transport any flammable, toxic, volatile, poisonous, dangerous, or illegal substances.
- to transport a pet including emotional support animals or service animals.
- Making any alterations, additions or improvements to any vehicle.
- Smoking in the car.
- Fueling a vehicle with an improper type of fuel.
- Leaving a vehicle unattended while it is running or with the keys in the vehicle.

Smoking Policy

Guests and their passengers are not permitted to smoke in any ARC vehicle.

This smoking policy covers the use of, but is not limited to, any tobacco or tobacco-related products, marijuana or marijuana substitutes, e-cigarettes, or personal vaporizers.

We take reports of smoking very seriously. If the smell of smoke, vaporized substances, or aerosol fumes is noticed upon return, or within 72 hours after the end of a trip, the guest may be subject to a fine (contingent on a review of supporting documentation and varying based on severity) and potential removal from the "Approved Drivers" list.

Fees & Fines

- IMPROPER RETURN FEE (AT ARC'S DISCRETION) - UP TO \$100
- LATE RETURN FEE - \$50 FEE IN ADDITION TO COST OF ADDITIONAL USAGE
- FUEL REPLACEMENT - \$10 ADMIN FEE IN ADDITION TO COST OF FUEL

- TOLLS - \$25 ADMIN FEE IN ADDITION TO COST OF TOLL
- TICKETS - \$25 ADMIN FEE IN ADDITION TO COST OF TICKET
- CLEANING, PET, SMOKING VIOLATION - \$150 TO \$250 DEPENDING ON SEVERITY

Damage & Repair Policy

DAMAGE EVALUATION & CLAIMS PROCESS

ARC will determine if damage occurred during the trip, check if the damage is wear and tear, is related to a Terms of Service violation, or related to any prohibited uses. Guests are not responsible for wear and tear or pre-existing damage that was reported at the start of the trip or is found to have been in place before your trip began. Damage during a trip is rare. When it does happen, ARC tries to make the claims process as smooth as possible.

If there's another car involved when on a ARC trip, please make sure to get the contact and insurance information for the other car and driver. If possible, also get a police report. Then report the damage to ARC.

Once we receive the report, we'll process the claim. We'll ask the guest to submit all relevant documentation (e.g., photos, police reports, etc.) to the ARC claims specialist, who'll guide them through the claims process. The specific resolution will depend on the facts of each case (which party is at fault, jurisdiction, etc.), and the documentation provided.

Damage found after a rental will be reported to renter immediately after ARC becomes aware of it. Once a claim is determined to be needed, ARC may charge the guest an initial assessment, usually of \$500 or more. If the guest was charged a security deposit for the trip, the deposit will be applied to this charge.

Ultimate assessed costs can be up to the full value of the car, plus related costs. If the guests insurance company does not cover the value of the car, and related costs, they may be subject personally for said financial obligation.

Important Definitions

- **Delivery** means the time at which the Primary Guest first takes physical possession of the Reserved Vehicle during the Reservation Period.
- **Delivery Period** means any time before the Reserved Vehicle is Delivered, including the time when ARC is actively delivering the car to the Primary Guest.
- **Deterioration** is any fading, discoloration, rust, or wear caused to the interior or exterior of the vehicle over time. Also includes any deterioration from road use of tires, and mechanical deterioration of belts, suspension, electrical and mechanical components, along with any resulting damage from these events.
- **Interior Wear and Tear** means any minor scuffing of interior surfaces that is 3 inches or less in diameter, along with any dials, switches, knobs, that break or fail over time. Cuts and punctures that are clearly due to abuse or misuse by the Guest are not included in this definition.
- **Loss of Use** is defined as the time the car is out of use while in the process of being repaired when it could have been rented by other customers — meaning that the car rental company lost out on revenue and profit as a result of the accident.
- **Mechanical Failure** means any mechanical, electrical, suspension, engine, or transmission damage a vehicle incurs due to age, normal usage, defect, a lack of maintenance, or warranty issue (including, but not limited to manufacturer defect), along with any resulting damage that arises due to those causes, and excluding any mechanical damage caused by

the Guest's negligence or intentional misuse. Any Mechanical failure deemed to be caused by any "Prohibited Uses" will place the full burden of cost of repair to the customer.

- **Necessary Repair Costs** means the reasonable and necessary costs for the parts and the labor required to repair the Physical Damage to the Reserved Vehicle that occurred after Delivery and during the Reservation Period.
- **Physical Damage** means actual tangible damage to the Reserved Vehicle that occurs (i) after Delivery during the Reservation Period as a result of a Collision or a Qualified Cause.
 - **Collision** means when the Reserved Vehicle collides with another vehicle or an object.
 - **Qualified Cause** means theft, fire, animal impacts, vandalism, falling objects and acts of nature (e.g., flood, earthquake, hail, windstorm, etc.).
- **Excluded Damage** means:
 - Damage existing as of the start of the Reservation Period;
 - Interior wear and tear;
 - Exterior wear and tear for vehicles on the Standard or Basic Plans
 - Physical Damage occurring prior to Delivery (including during the Delivery Period);
 - Deterioration;
 - Mechanical Failures
 - Damage to any personal items left in the Reserved Vehicle; and
- **Reservation Period** means when a reservation is checked in or a trip start until check out or trip end.