

# Subscription Agreement

This Subscription Agreement sets forth the terms of an auto-renewing month-to-month vehicle lease contract for the use and custodianship of one or more vehicles between LMP Finance, LLC d/b/a LMP Subscriptions (“LMP Subscriptions” or “we”) and you (collectively, the “parties”). By accepting this Agreement, as it may be amended from time to time as provided below, you accept and agree to comply with all terms and conditions.

**TO DRIVE OUR VEHICLES AND USE OUR SERVICES, YOU HAVE TO ACCEPT AND AGREE TO THIS ENTIRE AGREEMENT. YOU CANNOT PICK AND CHOOSE CERTAIN PROVISIONS TO AGREE TO AND YOU CANNOT MODIFY THIS AGREEMENT IN ANY WAY. OUR CUSTOMER SERVICE REPRESENTATIVES DO NOT HAVE THE POWER OR AUTHORITY TO AGREE TO ANY MODIFICATION TO OR WAIVER OF THIS AGREEMENT. YOU MUST NOT RELY ON ANY SUCH PURPORTED MODIFICATION OR WAIVER.**

We may modify, amend, or update this Agreement at any time in our sole and absolute discretion as specified below.

The parties do not intend for this Agreement to create a “retail lease agreement” as defined under the New York Motor Vehicle Retail Leasing Act or a “consumer lease” as defined under the Federal Consumer Leasing Act. The parties:

- A. Do intend for this Agreement to be defined as a “Lease” in accordance with New York Vehicle and Traffic Law Section 415(1)(j) and a “Retail Lease” under Article 9-A Section 331 of the New York Personal Property Law, otherwise known as the New York Motor Vehicle Retail Leasing Act; and
- B. Acknowledge the applicability of Article 2A of the Uniform Commercial Code to this Agreement.

If you have any questions regarding this Agreement, please contact us via email at [info@lmpsubscriptions.com](mailto:info@lmpsubscriptions.com) or by telephone at 954-895-0352.

## 1. Definitions

In this Agreement, the following definitions apply:

“Agreement” means this Subscription Agreement or what may alternatively be referred to as the “lease subscription agreement” or the “vehicle lease contract,” including all Schedules and Rules, whether made available in print or electronically through our website, each as amended, modified or supplemented from time to time. The Schedules and the Rules are an integral part of this Agreement.

“Rules” means all of our rules, requirements, policies and procedures related to your use of our vehicles and our services, whether set forth in this Agreement, appearing elsewhere on our website or otherwise issued from time to time by us, each as amended, modified or supplemented and specifically including, but not limited to, the Rules of Use specified in Schedule 1,.

“Secondary Driver” means any person, whether a family member or otherwise, who is authorized by you (subject to our approval) to drive our vehicles and use our services under your account with us and under the terms of this Agreement. You may have to pay fees for each Secondary Driver, and they will have to meet the same eligibility criteria that we require for all of our drivers.

“Schedules” means all the schedules, rate plans and polices referenced in or incorporated into this Agreement, each as amended, modified or supplemented from time to time.

“Subscription” means the right to use one of our vehicles under this month-to-month vehicle lease contract.

“We” or “us” means LMP Subscriptions or any of our subsidiaries or affiliates, and respective shareholders, directors, officers, employees and agents.

“You” means the person who signs this Agreement as the Subscriber or a Secondary Driver, who uses our vehicles, and who is responsible for all fees, charges and other costs associated with the Subscription for our services under this Agreement, including application fees, monthly subscription fees, driving charges and other costs or fees that may be indicated in the Rules and Schedules from time to time.

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## 2. Eligibility

You represent and warrant that you:

- Are at least 21 years of age;
- Hold, and will provide to us a copy, of a U.S. state-issued or non-U.S. driver license, either of which must be valid at all times during the Subscription in the US jurisdiction where you reside;
- Have and will maintain a driving history that meets, in our sole and absolute discretion, our eligibility requirements;
- Will accurately, truthfully and fully complete our application, deliver all information and documents that we may request in the application process or otherwise;
- Have not ever been convicted of:
  - A moving traffic violation that resulted in death or serious injury; or
  - Driving with a suspended, restricted, or revoked license; or
  - Leaving the scene of an accident; or
  - Driving a motor vehicle while under the influence of alcohol or drugs; or
  - Refusing a sobriety test; or
  - Providing false information to a law enforcement officer; or
  - Eluding law enforcement; or
  - Negligent or felonious driving; or
  - Vehicular homicide; or
  - Any other violation that has resulted in the restriction, suspension, revocation, or invalidation of your driver license.

Please note that acceptance of your application is subject to our approval in our sole and absolute discretion, and your subscription may be denied or, even if it is accepted, it can thereafter be terminated, based upon criteria established from time to time by us or affiliated third-parties. In addition, even if we approve your application and have not terminated it, you may be restricted from driving certain vehicles based upon your driving history and experience or the type of vehicle that you have selected. You consent to, and authorize us or affiliated third-parties, to perform or have performed by a third party, a background check of you and your driving history and records. We may use the information collected to verify that you are not a restricted person on any U.S. government list.

## 3. Basic terms of use of our vehicles and our services

You understand and agree that we are and will continue to be the owner of all vehicles or other items that we provide to you during the term of this Agreement, including specifically and without limitation, everything that is provided to you with those vehicles (such as electronic toll passes, car chargers and other vehicle accessories), and all software and applications that we use in connection with our vehicles and services. Your use of, and rights in relation to, any vehicle or item provided by us under this Agreement are limited to those rights of use stated in this Agreement. You are not acquiring any ownership interest in any vehicle or other personal property. The use of our vehicles is subject and subordinate to any interest of our lender. You hereby agree to return the vehicle(s) in your possession on or before the end of your monthly Subscription Term upon receipt of notice from our lender.

## 4. Fees and your responsibilities

**Activation Payment:** If we approve your subscription, shortly thereafter your credit card or other method of payment on file will be automatically charged for the activation payment plus applicable sales tax. Activation payments are non-refundable.

**Deposit:** We reserve the right to require a deposit upon sign-up or at a later time in our sole and absolute discretion, the payment of which will be required to continue utilizing our vehicles. Your deposit (or a portion thereof) may be returned to you upon cancellation of your subscription to be determined in our sole and absolute discretion.

**Subscription Fee:** If we approve your subscription, shortly thereafter your credit card or other method of payment on file will be automatically charged with the first month of your vehicle lease subscription. A month for the purpose of a vehicle lease subscription is defined as the date an agreement is signed to the day before the same day in the following

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month. As an example, the first monthly period for an agreement signed on June 15 would be from June 15 to July 14. Following this initial monthly subscription period, subscription periods under this Agreement will be for sequential month-to-month periods, billed on or before the same day of each month for the selected subscription term. Because there are different numbers of days in a month, a monthly subscription may be 28, 29, 30 or 31 days. As an example, if the first day following the initial one-month subscription period is June 15, we will automatically charge your payment method again on or before July 15. If such monthly subscription start date is on a day that does not recur on a monthly basis (such as the 29<sup>th</sup> to the 31<sup>st</sup> of a month) all future payment dates will be moved to the 28<sup>th</sup> (initial date of the 29<sup>th</sup>) or the 1<sup>st</sup> (initial date of the 30<sup>th</sup> or 31<sup>st</sup>) of the month.

Unless and until you cancel your service with us in accordance with the procedures set forth in this Agreement, including Section 8 below, this Agreement will automatically renew for an additional monthly term, in which case we will then promptly charge your account automatically for the next month's subscription payment.

This Agreement and the subsequent charges to the subscriber may be subject to state and local sales taxes within the State the vehicle is subscribed in; Unless otherwise indicated, Subscription payments do not include state and local sales taxes and will be billed along with the monthly subscription payment on your monthly due date. All appropriate taxes and fees have been paid at the time of vehicle purchase by us, as the vehicles available under this Agreement are used primarily in, and registered within, the State of New York.

Except for the taxes described in the preceding paragraph, you are required to pay all fees and costs incurred (including fees and costs incurred by any Secondary Drivers on your account) when due, including, without limitation, subscription fees (which are automatically charged when due, as stated above), sales and other taxes and levies, refueling costs, **road toll fees** and other costs and fees as provided in the Rules and Schedules.

You will be billed for all amounts due via a credit card or other method of payment on file or any other means that we agree to. If your account is past due or if your credit card or other method of payment on file provider rejects any payment that is owed to us, then your use of our vehicles and services may be terminated by us in accordance with our Rules. If there are ongoing issues with credit card or other method of payment on file billings, then your use of our vehicles and services may be terminated immediately in our sole discretion. We will not be responsible under any circumstances for any overdraft or other fees charged by your credit card provider or bank. We may use third parties to collect amounts owed by you, and you will also be responsible for any collection or similar fees associated with these collection activities.

You are responsible for all reasonable costs arising from one of our vehicles being (a) returned or left at any location other than the location that we specify for your authorized return or exchange of the vehicle or (b) seized by a governmental authority, if the seizure arises from your or a Secondary Driver's conduct. These costs include (without limitation) parking charges, parking citations, towing, storage and impound fees. You are liable for all attorneys' fees incurred in recovering our vehicle, including from a governmental authority. You are liable for all parking or traffic violation fines incurred during your or a Secondary Driver's use of the applicable vehicle, and you authorize us to charge your credit card or other method of payment on file for such fines, as well as an administration fee up to \$100, enforceable at our discretion, for each such fine.

You agree to provide to and maintain with us your current email address, your current mobile phone number, your current mailing address and all other account information, including your current bank account, credit card or debit card information. You also agree that we can update your credit score and driving history verification from time to time at our discretion.

By applying for our subscription services, you authorize us to obtain your driving records from the jurisdiction that issued your driver license and in any other jurisdiction that we desire. If you do not have a driver license from the jurisdiction in which you reside, failure to get one when required by applicable law constitutes your breach of this Agreement. We may at any time require you to demonstrate compliance with the licensing laws of your jurisdiction of residence and/or impose further policies regarding the obligation to be licensed in your jurisdiction of residence. We reserve the right to request additional information, such as a copy of a passport or proof of address at any time. As a condition to us agreeing to allow you to drive our vehicles, you must maintain a good driving record, and we may, from time to time, check your driving records. If you do not continue to meet our eligibility requirements, we reserve the right, at our sole discretion, to suspend, constrain or terminate your right to drive our vehicles or use our services. If your license is suspended, revoked, restricted, or invalidated, if you have any further endorsements or accidents on your driving record or if you are convicted of or receive a citation for driving under the influence of alcohol or drugs, dangerous, reckless, negligent or felonious

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driving, or exceeding the relevant speed limit, you agree to report such suspension, revocation, changes, conviction or citation to us promptly, but no later than three business days following any circumstance previously described. Please be advised that, among other things, such events, or the failure to notify us promptly of any such events, may lead to you not being covered by our insurance policy when driving our vehicles and will give us the right to immediately terminate your subscription.

## 5. Insurance

Upon execution of this Agreement, you must purchase a full-coverage insurance policy covering your Subscription vehicle with the coverage specified below. Acceptable proof of coverage must be provided to LMP prior to operating the Subscription vehicle. All coverage must be for New York State insurance, issued by a company licensed by the New York State Department of Financial Services and certified by the New York State Department of Motor Vehicles.

Minimum required coverages and amounts are as follows:

- Collision and Comprehensive coverage for the full value of the Subscription vehicle (often referred to as replacement cost), with uninsured motorist coverage included;
- Liability coverage including
  - \$10,000 for property damage for a single accident;
  - \$25,000 for bodily injury and \$50,000 for death of a person involved in an accident;
  - \$50,000 for bodily injury and \$100,000 for death for two or more people in an accident;
- A minimum of \$50,000 of Personal Injury Protection ("PIP"), or "no-fault" coverage, must be included as part of the insurance, to the minimum level required by law;
- Maximum deductibles of \$1000 (\$500 for Rideshare);
- Any additional coverages as required by law.

Coverage must remain in force on your Subscription vehicle until you return the vehicle to LMP. All insurance policies must cover anyone who may operate the Subscription vehicle for any reason. LMP must be listed as an additional insured and the primary loss payee as follows:

LMP Finance, LLC dba LMP Subscriptions (or designee)  
601 N State Road 7  
Plantation, FL 33317

The insurance policy must provide that we receive a minimum of 10-days' notice of any changes or cancellations. **If at any time the insurance coverage is removed or reduced to non-acceptable levels prior to the termination of the Subscription, LMP Subscriptions may, at its sole discretion i) terminate your Subscription and demand the immediate return of its vehicle at your expense or ii) obtain insurance to protect its interest in the Subscription vehicle as required or allowed by law, in which case you agree to pay LMP or its assignee for the cost of any such policy plus applicable fees.** LMP or its designee will be entitled to any insurance proceeds to damage to, theft, destruction to or loss of, the Subscription vehicle. In the event of your failure to maintain the required insurance coverage or in the event the insurer does not pay a claim for any reason, you are responsible for damage to, theft of, destruction to and loss of, the Subscription vehicle and any losses we incur plus applicable administration fees.

**Proof of insurance coverage should be sent to [info@lmpsubscriptions.com](mailto:info@lmpsubscriptions.com).**

## 6. Damages to vehicles or third parties

Notwithstanding Section 5 above, You agree that you are responsible for any and all loss and damage that occurs to or that is caused by our vehicles while they are in your or any Secondary Driver's possession or control, and you are responsible for the full value of any damages or injuries caused to third parties or their property to the extent ***the insurance described in Section 5 does not cover such damages, regardless of the reason for such non-coverage, whether because of your breach of this Agreement or otherwise.*** Such damages include, without limitation, the repair costs (estimated or actual) for our vehicle and any third-party property, injuries to or death of third parties, costs associated with the recovery or transportation of our vehicle, costs associated with theft, flood, fire, weather and accident (including replacement cost), and the loss of use of our vehicle and property, and any third-party property.

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## 7. Limitations of liability

**UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT, REVENUE, GOODWILL, BUSINESS OPPORTUNITY OR ANTICIPATED SAVINGS, ARISING FROM OR RELATED TO THIS AGREEMENT OR THE USE OF OUR VEHICLES OR SERVICES.** Without limiting the foregoing, we shall have no liability for (1) any loss of, or damage to, any goods in or on any of our vehicles or in or on any third party vehicle, (2) any loss, damage, injury or death in relation to you, any Secondary Driver or any other third party arising from the use of one of our vehicles, (3) any loss or damage incurred by you or any Secondary Driver as a result of any claims made by a third party or (4) any loss or damage incurred by you or any Secondary Driver arising from or in relation to either (A) the non-availability, supply, operation or use of one of our vehicles or (B) any accessories in or to one of our vehicles, whether supplied by us or by you or such Secondary Driver (for example, luggage racks, bicycle racks, baby seats and the like, and in all cases, you or such Secondary Driver are responsible for the safe installation of such accessories and must check the condition of such accessories before each use), unless in each case such loss or damage is incurred due to our negligence or our failure to carry out our responsibility.

**OPERATING A MOTOR VEHICLE MAY BE HAZARDOUS AND COMES WITH INHERENT RISKS INCLUDING, BUT NOT LIMITED TO, RISK OF LOSS, DAMAGE TO PROPERTY, PERSONAL INJURY, AND DEATH. YOU ASSUME FULL AND ABSOLUTE RESPONSIBILITY FOR ALL HAZARDS AND RISKS THAT YOU MAY SUSTAIN FROM THE OPERATION OF ANY VEHICLE THROUGH A SUBSCRIPTION, INCLUDING THOSE THAT ARE OR MAY BE ATTRIBUTABLE TO OUR NEGLIGENCE.**

**AS CONSIDERATION FOR OBTAINING A SUBSCRIPTION FROM US, YOU DISCHARGE, WAIVE, RELEASE, AGREE TO HOLD HARMLESS, AND COVENANT NOT TO SUE US, OUR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS FOR ANY AND ALL INJURY, DEATH, LIABILITY, CLAIM, OR DEMAND SUSTAINED BY YOU ARISING FROM OR IN ANY WAY ASSOCIATED WITH THE SUBSCRIPTION, INCLUDING THOSE THAT ARE OR MAY BE ATTRIBUTABLE TO OUR NEGLIGENCE.**

## 8. Term and termination

This Agreement shall commence upon the acceptance by us of your application and your payment of any applicable fees. The term of this Agreement shall continue until such time as your Subscription is canceled in accordance with this Section 8 or until the end of the selected Subscription term.

You may terminate your Subscription upon fifteen (15) days prior notice by calling us at 954-895-0352 or by contacting us via email at [info@impsubscriptions.com](mailto:info@impsubscriptions.com). Mid-Subscription cancellation payments will not be pro-rated or refunded.

We may terminate this Agreement at any time and for any reason upon no less than fifteen (15) days' notice to you.

Notwithstanding the foregoing, we may also immediately terminate this Agreement (and no monthly subscription fees or other fees will be refunded to you in the event of termination pursuant to this paragraph) if:

- You fail to pay any sum due under this Agreement;
- You or any Secondary Driver fails to comply with any term, responsibility or condition specified in this Agreement or the Rules;
- You or any Secondary Driver is involved in an incident with one of our vehicles that we believe, in our sole discretion, renders you or the Secondary Driver ineligible or inappropriate for continued rights to use our vehicles or services;
- You or any Secondary Driver engages in any driving activities or other conduct that we determine, in our sole discretion, to be inappropriate, negligent, offensive, abusive or otherwise unacceptable; or
- You are not paying your debts as such debts generally become due, you become insolvent or file or have filed against you a petition under any bankruptcy, insolvency law or similar law, you propose any dissolution, liquidation, financial reorganization or recapitalization with creditors, you make a general assignment for the benefit of creditors or if a receiver, trustee, custodian or similar agent is appointed for you or takes possession of any of your property or business.
- You move out of the State of New York.

Upon termination of this Agreement, all of your rights and the rights of any Secondary Driver to use our vehicles and services shall immediately terminate, and you agree to immediately return our vehicles and any of our other property in your possession. Should you violate any of the terms, conditions, or Rules of this Agreement or fail to return a vehicle as

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required by this Agreement, we may require you to return the vehicle to us at a place we designate and which is reasonably convenient to the parties, or we may have the vehicle in your possession peacefully repossessed at any time and without notice. As a result of repossession, you agree to pay all costs associated with the recovery, as well as reasonable legal fees. You and all Secondary Drivers hereby agree to waive all claims for damages connected with the recovery.

With respect to any termination or cancellation of this Agreement, you shall remain responsible for any fees, costs or expenses incurred prior to termination of this Agreement. Additionally, you shall be responsible for, and you agree to pay, any legal fees, court costs or expenses associated with enforcing the terms of this Agreement, whether upon termination or otherwise.

## **9. Privacy**

Please carefully review our Privacy Policy set forth in Schedule 3 to this Agreement. You represent and warrant to us that you have reviewed and understand our Privacy Policy, and you acknowledge and agree that any information shared by you, or collected from or about you, may be used by us in accordance with the terms of the Privacy Policy, as it may be amended from time to time. Without limiting the terms of our Privacy Policy, telephone calls, email correspondence and social media communications with us may be recorded or monitored. BY USING THESE COMMUNICATION METHODS, YOU ARE CONSENTING TO THE RECORDING OR MONITORING OF YOUR CALLS, EMAILS, SMS MESSAGES, INSTANT MESSAGES AND SOCIAL MEDIA COMMUNICATIONS.

## **10. Schedules and amendments, modifications and supplements to this Agreement and the Schedules**

The following Schedules are incorporated in this Subscription Agreement by reference:

- Schedule 1: Rules of Vehicle Use.
- Schedule 2: Fees and Rates.
- Schedule 3: Privacy Policy.
- Schedule 4: Subscriber Information.

We reserve the right to change the terms of this Agreement, including the Schedules to this Agreement, at any time and from time to time in our sole and absolute discretion. Unless we designate a different date, all changes will be effective at the beginning of the next successive calendar month. Notice will be considered given when we provide it to you by email to your address on file with us (if you have requested or allowed email delivery), but it will also be referenced on and accessible from the first page accessed on our website (including our mobile website and mobile app), and may also be provided to you via our online newsletter. You agree that the amended terms and conditions of this Agreement shall be effective and binding on you upon the effective date indicated in such notice or on such other the date as we may designate in the notice without you having to sign this Agreement again and without you having to sign a copy of any Amendment.

## **11. Miscellaneous**

By becoming a subscriber, you represent and warrant to us that you have received all explanations that you may have reasonably requested concerning the content of this Agreement, including all Schedules, and that you have carefully reviewed and understand your commitments and obligations hereunder.

The rights granted to you or the Secondary Drivers under this Agreement are not assignable or transferable, in whole or in part. Any attempt to transfer this Agreement without our written consent shall be void and of no force and effect. We may assign this Agreement to an affiliate or to another entity in connection with a corporate transaction or otherwise.

No delay or omission by us in our exercise of any right or power occurring upon any noncompliance or default by you or any Secondary Driver with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. Any waiver by us of any covenant, condition, or agreement to be performed by you or any Secondary Driver shall not be deemed to be a waiver of any prior or subsequent breach of the same, or of any other covenant, condition, or agreement hereunder. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

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If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

This Agreement is governed by the laws in force in the State of New York and shall be interpreted according to the internal laws of the State of New York, without reference to its conflicts of laws or choice of law rules. The parties agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available. Any dispute, claim or controversy arising out of or relating to this Subscription Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York City before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures or pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Any notices or communications required or permitted to be given to you shall be in writing and shall be sufficiently given if delivered by email or mailed to you at the email or postage address provided to us in your completed application, as updated by you from time to time and on file with us. Any notices or communications required or permitted to be given to us shall be in writing and shall be sufficiently given if delivered via email to [info@lmpsubscriptions.com](mailto:info@lmpsubscriptions.com) or mailed to us at the following address: LMP Subscriptions, 601 N State Rd 7, Plantation, FL 33317. Any notice delivered via email shall be deemed to have been received on the first business day after which it was sent, unless the sending party is notified that the email address is invalid. Any notice sent by letter shall be deemed to have been received on the fourth business day after it was posted in the regular U.S. mail.

**[Signature page follows]**

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**SUBSCRIPTION AGREEMENT SIGNATURE PAGE**

For each current and future Subscription, I agree to be bound by all terms and conditions contained in this Agreement, as amended from time to time. I have received and read a paper copy of this Agreement or have been able to access and read a copy of this Agreement online at [www.lmpsubscriptions.com](http://www.lmpsubscriptions.com). I read this Agreement on the date adjacent to my signature below.

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Subscriber Signature	Print Name	Date
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Additional Driver Signature	Print Name	Date
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LMP Subscriptions	Print Name	Date
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## Schedule 1 - Rules of Use

In addition to the obligations set forth in the Subscription Agreement between you and LMP Subscriptions, you are required to abide by the Rules of Use set forth in this Schedule 1. You should carefully read and understand these Rules of Use before applying to use our services and before paying any application and/or subscription fees. By subscribing to use our vehicles and services and by your continued use of our vehicles, you and all Secondary Drivers are deemed to have accepted and agreed to comply with all of the following rules, policies and guidelines. Capitalized terms used in this Schedule 1 shall have the same meaning assigned to such terms in the Subscription Agreement.

### How our subscriptions work.

To subscribe to our service, you must pay a subscription fee in advance on a monthly basis. The initial subscription period is one month followed by monthly sequential periods, billed on the same day of each month (unless such day is a non-recurring day like the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup>, in which case we may bill you on the 30<sup>th</sup> or the 1<sup>st</sup> as we deem appropriate). The subscription fee is based on the vehicle selected from [www.lmpsubscriptions.com](http://www.lmpsubscriptions.com) and its posted rate at the time of subscription (see Schedule 2 – Fees and Rates), and is payable on a per month basis for each subscriber, plus monthly use tax.

Please refer above to Section 4 “Fees and your responsibilities” in the Subscription Agreement for details regarding and fees associated with placing a hold on your account.

From time to time, we may change the level of the subscription fee or offer discounts to certain subscribers, change the subscription fee itself or impose additional costs or fees from time to time, including when you add additional drivers to your account or as we learn more about how you drive our vehicles. We will notify you of any changes to your fees in accordance with these Rules of Use.

Advance payment of the subscription fee, the activation fee, and all other official fees and taxes is required in order to hold a subscription to our service.

Subscribers to the service have the right to use of one of our vehicles, subject to availability. Subscribers will also have the right to swap their current vehicle for a different type of vehicle, again subject to availability. When you have a vehicle in your possession, you are responsible for taking care of that vehicle in the same manner that a diligent owner might do.

From time to time, you as a subscriber will be required to comply with certain inspection, maintenance, and vehicle replacement requirements as more specifically described below.

### Billing and changes in fees.

The initial vehicle subscription period under this Agreement is one month. Following this initial one-month subscription period, subscription periods will be monthly, billed on the same day of each month (unless such day is a non-recurring day like the 31<sup>st</sup>, in which case we may bill you on the 30<sup>th</sup> or the 1<sup>st</sup> as we deem appropriate). If we approve your Subscription Agreement, shortly thereafter your credit card or other method of payment on file will be automatically charged with the first one-month term of your subscription, official fees and taxes and the activation payment. Unless and until your subscription is terminated in accordance with the procedures set forth in the Subscription Agreement, your subscription will automatically renew for additional consecutive monthly terms, and within 7 days prior to the end of your current term, we will charge your method of payment on file automatically for the next monthly term’s subscription payment and any additional charges or fees that you incurred in the prior monthly term.

In accordance with our procedures described in Section 10 of the Subscription Agreement, we will inform you when the cost of a fee is changing. If you have made a request to us that results in a change in the fees that you owe to us, then we will inform you of those changes before processing your request and we follow up with a confirmation email to you. If we need to initiate a change in our fees, then we will send you an email clearly communicating those changes. The communication will lay out the original fee, the new fee and the effective date of the change.

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## **Late payment charges.**

All payments are due on the due date and are paying in advance. Our subscriptions do not have a grace period and payments are considered late the first day after the due date. You will incur a late charge for any payment not received on or before your due date. The late payment charge will be the greater of \$35 or 5% of the amount due.

## **How do you join our service?**

Potential subscribers are asked to provide information including, without limitation, your name, your mobile number, your email address, a picture of your driver license, a completed application and payment details.

After submitting your request, you will receive an email that confirms our receipt of your Subscription request. In some, but not all, cases we may be able to confirm your eligibility within one business day. Either way, a customer service representative will call you within a reasonable time period after you submit your request to explain what happens next and answer any questions.

After you are accepted into the service, we will invite you to schedule your first vehicle and work with you to coordinate its delivery.

## **How do you receive a vehicle?**

In general, after you are accepted into the service, you can pick up your first vehicle when you subscribe for our services and subsequently when you swap out your current vehicle for another vehicle in our fleet, then we can arrange for pick-up at one of our service locations.

You may opt to receive a vehicle with or without meeting with our customer service representatives face-to-face.

If you opt to meet face-to-face, our customer service representative will offer to walk you through the vehicle's layout and features. In addition, we will be happy to help you connect your Bluetooth phone and to create pre-sets for your favorite radio stations and common GPS destinations.

If you do not meet us face-to-face, our customer service representatives will be happy to answer any questions that you might have via email or phone.

## **How do you exchange one vehicle for another?**

You can initiate an exchange of vehicles by contacting us via email ten (10) days prior to the end of a monthly subscription term. Vehicle exchanges will commence at the new rate at the beginning of the next billing term. An exchange (swap) will result in the termination of your current agreement and the execution of a new agreement for the vehicle you have selected. A new activation fee, official fees and taxes and the first payment for the new vehicle will be due at the time of the swap request to reserve the new vehicle. We will walk you through the process of submitting a request and receiving confirmation of the date and location. You may receive updates via email or phone on the status of your request up to and during the exchange of vehicles.

If we are delivering a vehicle to you (charges may apply – delivery service not available in all locations), then you will return your current vehicle to us at that time. If you are picking up a vehicle at one of our service locations, then you will drop-off your current vehicle at that time. At the time when you return a vehicle to us, the vehicle should be in good working condition and ready for use by another driver. We will assist you in swapping vehicles and getting you set up in the new vehicle. In all circumstances, you agree not to hold us or any of our employees liable for the loss of or damage to any personal property, whether it is yours or belongs to another person, incurred in the process of swapping between vehicles.

You must remove all personal items from the vehicle, including accessories, bags, luggage, equipment, etc. As stated above, you are not guaranteed to have use of a particular vehicle at some later date. Although we will make reasonable efforts to return lost or forgotten property to you, we shall not be held liable for any property left in a vehicle or stolen from a vehicle during your use. You agree not to hold us or any of our employees responsible for any such personal property, whether it is yours or belongs to another person. Any non-perishable items found by us in a vehicle will be held

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by us for a period of not less than ten (10) days. Property not claimed within this period will be donated to charity or disposed of at our sole discretion. If you fail to comply with these good driver rules, we may suspend, or may even terminate, your subscription in our sole discretion.

### **Who can drive our vehicles.**

We will maintain a list of all drivers who are authorized to drive on your account. Typically, you, as the subscriber, will be listed as the Primary Driver on the account. In addition, you will have the option to request that additional drivers be authorized by us and added to your account. Anyone who is expected to be driving the vehicle habitually or for a period of more than a few minutes or one-time emergency use should be registered as a Secondary Driver.

You can request the authorization of a Secondary Driver by contacting us by email or by the tools provided on our website. We will require that you provide the name, address and driver license number for the driver to be added. We will communicate to you promptly, typically within a 24-hour window, whether that driver is authorized to use our service. You may have to pay additional fees for each Secondary Driver, and they will have to meet the same eligibility criteria that we require for all of our drivers. We reserve the right to withhold or to withdraw authorization for any driver.

#### **Additional Driver Fee: \$99 monthly**

In general, only you, as the subscriber, and the authorized Secondary Drivers on your account may drive our vehicles under your subscription; however, all fees, damage and charges incurred by you or any driver of our vehicles under your subscription shall be your responsibility. Except in an isolated case of emergency to avoid the loss of life, injury or severe property damage:

- No one under the age of 21 may drive our vehicles; and
- Only properly licensed active subscribers and their Secondary Drivers in good standing are allowed to drive our vehicles.

If you need for another person who is not listed on your subscription as an authorized Secondary Driver to drive one of our vehicles because you are impaired or in an emergency situation, you are authorized to allow that person to drive our vehicle for a short duration, one-time occurrence. This person must be over 21 years of age and have a valid driver license. This exception is not intended to allow habitual use of our vehicles by any person who is not an authorized Secondary Driver under your subscription. If we find that you have repeatedly violated this Rule, then we can terminate your subscription in accordance with the Subscription Agreement. All other persons, regardless of the circumstances, are expressly prohibited from driving our vehicles at any time.

### **Keeping the vehicle clean.**

We expect you to use common-sense standards of cleanliness. You are responsible for returning the vehicle to us in good working order and ready for use by another driver without the need to invest undue effort in cleaning and detailing. In the event that the vehicle does become unexpectedly dirty, we ask that you let us know.

In addition, all drivers of our vehicles and their guests are expected to abide by the following rules that are intended to keep the vehicle in good condition:

- ***No smoking or vaping inside or near the vehicle – no exceptions!***
- ***Pets may only be transported in a pet carrier.*** Pets are only permitted if they are transported in locked pet carriers, except in the case of assistance animals (which are allowed in our vehicles without being in locked pet carriers in accordance with our policies). You are subject to additional fees and charges if we find evidence of pets in our vehicles during your use.

### **Maintenance, repairs and monthly mileage reporting.**

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We will perform all necessary and required routine maintenance on all of our vehicles. In order to maintain our vehicles in the safest and best performing condition we will require a maintenance and condition inspection of all vehicles at three (3) month intervals.

In general, we will notify you ten (10) days in advance of when the vehicle requires a maintenance inspection and will coordinate a date and time with you to drop off the vehicle. At that time, in our sole and absolute discretion, we will either provide you with a loaner vehicle or we may swap the vehicle in your possession for an equivalent vehicle for you to use for the remainder of the subscription term.

Additionally, we will email you on a monthly basis to request a mileage update on our vehicle. Upon receipt of this email please respond with the last six (6) digits or a photograph of the vehicle's vin number along with a picture of the current odometer reading on the vehicle.

**Failure to comply with these requests will result in a \$50 per day penalty and you will be responsible for any damage to the vehicle arising from a delay in our ability to perform maintenance. By signing this agreement, you acknowledge your understanding of this policy and authorize us to add this charge to your account and/or bill you if necessary.**

You must notify us immediately upon discovering any abnormality during your operation of our vehicles. For example, you should report any warning lights that stay on after ignition or that indicate that service or maintenance is required, any evidence of leaking fluids near the vehicle, any tire damage or excess wear on the tires, any cracked, broken or missing mirrors, any cracks or chips in the windshield, any other damage to the exterior of the vehicle, any inoperable signals, any unusual noises when the vehicle is operated, and any other condition that may render the vehicle unsafe or illegal to operate.

It is important that you respond appropriately and promptly to all warning lights, chimes, indicators and alerts. Unusual noises or handling, including without limitation strange engine or other mechanical sounds, performance changes, warning or indicator lights or indicators, must be reported to us as soon as noted by phone at 954.895.0352. Failure to report such problems may result in the immediate suspension or termination of your subscription as well as you being responsible for any damages resulting from continued use of the vehicle despite such irregularities.

In general, our aim is to take care of all maintenance and service for our vehicles so that you do not ever need to worry about such matters. However, we understand that circumstances may arise where you might want to pay for maintenance work or have repairs made in order to help keep the vehicle roadworthy in an expeditious manner. In these circumstances, we will reimburse you for reasonable "Covered Expenses" that you incur. "Covered Expenses" are defined as any expense for necessary manufacturer recommended maintenance or repairs caused by a defect in the manufacturing of the vehicle with a cost not exceeding \$1,000. If at all possible, we ask that you seek authorization in writing via or email and in advance by one of our representatives. If a repair will cost more than \$1,000, you must contact us so that we can determine the appropriate course of action to take. Our representatives are not authorized to approve repairs in excess of \$1,000 without the approval of a supervisor. If you pay for a Covered Expense, you must keep the actual receipt reflecting the item or service purchased and the date and time of purchase (which must be during your subscription period) and note on it the odometer reading at the time of the purchase. Please print your name on the receipt and send us the receipt within fifteen (15) days of purchase and we will credit such amount to the credit card or other method of payment you have on file for the applicable subscription. No credit or refund will be given without a receipt, or if the receipt is submitted more than fifteen (15) days more after the purchase date.

Vehicles may require emergency roadside assistance from time to time. We provide access to emergency roadside assistance and support as part of our service. If, however, your need for emergency roadside assistance results from a breach of the Agreement or a violation of our Rules of Use, you may be charged for the costs of the service.

## **What uses are prohibited.**

### **The operation or use of any of our vehicles under the following conditions is strictly prohibited:**

- By anyone who has provided false information or who has made or makes false or misleading representations in connection with use of our vehicles or services (including, without limitation, regarding his/her name, age, address, driving record or other matters);
- By any person with a driving history that does not meet our then current eligibility requirements;

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- In violation of any applicable traffic or other law or regulation (except moving violations) including, without limitation, the following conditions;
- By any person who is impaired due to (i) alcohol; (ii) any drug or medication, or (iii) any injury, illness or condition that causes the operation of a vehicle to be prohibited or not recommended;
- In any drag race, speed race, rally or other competition;
- In the commission of any crime or for any other illegal or improper activity or purpose;
- Transporting a number of passengers in excess of the seating capacity of the vehicle or baggage or other items that would cause the vehicle to exceed its manufacturer recommended or legal weight limits;
- By any person who does not have a valid driver license (or whose driver license has restrictions that are not complied with by such person when driving our vehicle);
- By any person who is driving while distracted including, without limitation, driving while texting, emailing, using a cell phone without a hands-free device or otherwise engaging in similar activities that may be prohibited by applicable law;
- For transporting any hazardous, toxic, flammable, dangerous or illegal materials;
- For any towing or pushing of any trailer, car, boat or any other vehicle, unless such vehicle is equipped by us to do that activity;
- For any business purpose, including, without limitation, transporting people or goods in commerce or operating a taxi service;
- Driving for a Rideshare company such as Uber or Lyft except as part of LMP Subscription's Rideshare Subscription program;
- Failing to restrain occupants in the vehicle under eight years of age in a federally approved child restraint system.
- Transporting or driving our vehicle into or in Canada, Mexico or any other country other than the United States;
- On unpaved, unimproved or impassable roads or on roads that are not regularly maintained by the transportation department or a municipality; or
- Operating our vehicle beyond a 500 mile radius from the Subscriber's address listed on Schedule 4 without prior written consent from LMP Subscriptions; or
- In any other imprudent, negligent, abusive or abnormal manner for using a vehicle.

The foregoing are examples only and are not intended to be a complete list of all prohibited uses. We reserve the right to add other restrictions and prohibitions. Any unreasonable or inappropriate use of our vehicles, as determined by us in our sole discretion, may be deemed a violation of these Rules of Use.

You must always use our vehicles in accordance with all highway and other applicable laws and regulations. We may report any use of our vehicle or other activities that we believe are in violation of law to the authorities at any time. We may immediately suspend or terminate your use of our vehicles and services for a violation of any of our Rules of Use. Upon suspension or termination, you will be responsible for any and all costs, charges, fees and expenses incurred by us as a result of a breach of any of these Rules of Use.

### **Who pays for gas?**

You pay for your own gas. We will provide each vehicle with a full tank of gas if you return or exchange the vehicle less than full, we will charge you a flat \$50 fill up fee. We may, in our sole discretion, charge your account as these charges are incurred or add it to your next monthly bill.

### **Responsibility for tolls.**

You are responsible for paying all tolls when using a toll road. It is recommended that you place a transponder for the state toll system in your area in the Subscription vehicle to avoid additional penalties. LMP contracts with a third-party to monitor its fleet of vehicles and any unpaid tolls associated with those vehicles. In the event of unpaid tolls, our third-party affiliate will pay the tolls on your behalf and charge a \$7.95 processing fee for each day there were unpaid tolls. Processing fees are charged regardless of the toll amount and are non-refundable. For more information visit [www.lmpsubscriptions.com](http://www.lmpsubscriptions.com).

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## **Notifying us of changes to your account.**

You are required to notify us promptly by email at [info@lmpsubscriptions.com](mailto:info@lmpsubscriptions.com) if any of the following information changes with respect to you or your account:

- The address of your primary residence;
- Your email address or mobile phone number;
- Your payment method or details.

## **Notifying us of damage to the vehicle.**

You are required to notify us when you become aware of any damage to a vehicle in your possession. This includes damage to the exterior (e.g., a dent) and damage to the interior (e.g., spilled coffee resulting in a stain). Providing you are complying with the terms of the Subscription Agreement, these Rules of Use and the Schedules and these damages are not deemed excessive, you will not be liable for any costs to repair regular wear and tear damage to our vehicles – we simply want you to keep us informed.

To notify us of damage, email us at [info@lmpsubscriptions.com](mailto:info@lmpsubscriptions.com) the details of the damage and take photographs of the incident using the camera on your phone and include them in the email.

## **What happens if our vehicle is stolen while in your possession?**

Stolen vehicles must be immediately reported to us and to the proper authorities. Please call us as soon as is reasonably possible by phone at 954-895-0352 and follow up via email at [info@lmpsubscriptions.com](mailto:info@lmpsubscriptions.com)

You must deliver to us a copy of the written police or other report for the stolen vehicle within twenty-four (24) hours and cooperate in all reasonable respects with attempts to recover the stolen vehicle.

We will provide you with a new vehicle as promptly as possible when all necessary documentation has been received and a valid insurance claim has been filed and verified, subject to availability.

## **What happens if the vehicle has a breakdown?**

If one of our vehicles breaks down, immediately ensure that you are in a safe location away from traffic hazards. You should then contact us immediately by phone at 954-895-0352 so that we can get you moving again. If a problem arises that prevents or limits the use of the vehicle or that may compromise your safety or the safety of others, you must immediately notify us and follow our instructions and use reasonable care to protect your safety and the safety of others.

We will work with you to arrange for a roadside assistance provider to come out and take care of the problem. If you can safely remain with the vehicle, we will ask you to remain with your original vehicle until the roadside assistance provider arrives. If the roadside assistance provider is able, they will take care of the problem and get you on your way. In the event that the problem cannot be taken care of at the point of the breakdown, and the roadside assistance provider has taken possession of your vehicle, we will take responsibility for the vehicle that has broken down and assist you in obtaining a replacement vehicle.

If you wish to perform a jump start to one of our vehicles, you must notify us immediately at the same number set forth above. You are fully responsible for any damage that may result from the improper use of jumper cables or other tools. It is strictly forbidden to provide a jump start to any other vehicle. When using one of our vehicles, you must follow the owner manual's instructions.

## **What happens if you have an accident?**

In case of an accident involving our vehicle, which includes property damage or involves any third party, you must obtain an official police report at the time of the accident.

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If you are involved in an accident, find a safe location and call 911 to report the accident. When speaking with other parties and the police, be factual but do not admit fault. Once all emergencies and safety issues have been handled, call LMP Subscriptions at 954-895-0352. An LMP Subscriptions representative will guide you through the accident reporting process. You will need the following information:

- Date, time, and place of accident or incident;
- The name, address, date of birth and driver license number of all people involved (including all drivers, passengers, witnesses and other people involved);
- The insurance policy number and name and phone number for the insurance company and agent on all vehicles involved (regardless of any assessment of fault);
- Pictures and/or video of the scene including all cars and property involved in the accident;
- The license plate numbers of any other vehicles involved, their make and year, and their vehicle identification number;
- An LMP accident report providing a summary of the circumstances of the accident or incident; and
- A police report is required, regardless of liability or fault, and should be attached.

You agree to cooperate fully with us in the investigation and defense of any claim or lawsuit arising from any accident. We may suspend your subscription and your use of our vehicles and services, in our sole and absolute discretion, until any investigation has been concluded.

You acknowledge and agree that any accident involving the vehicle may be reported to the applicable insurance company or other rating agency and remain a part of your personal driving history for an indefinite period of time. YOU ALSO ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY MEDICAL OR OTHER COSTS ASSOCIATED WITH ANY INJURY SUSTAINED BY YOU OR ANY OTHER PERSON AS A RESULT OF ANY ACCIDENT WHILE THE VEHICLE IS IN YOUR POSSESSION AND YOU HEREBY WAIVE ANY AND ALL CLAIMS AND AGREE TO INDEMNIFY AND HOLD US HARMLESS AGAINST ANY COSTS OR DAMAGES ARISING OUT OF SUCH CLAIMS.

### **What happens if you have a traffic violation?**

You are expected to operate our vehicles in full compliance with all traffic and safety laws at all times. You are responsible for any violations that occur during your use of our vehicles, including but not limited to all speed limit, stop sign, red light, photo enforcement, parking and toll charges, and other violations. You must not leave a vehicle in a zone which has parking or other restrictions in effect.

You are liable for all fees, charges and penalties from any such violation. Wherever possible it is your responsibility to pay the relevant governmental authorities directly. We may charge a fee in connection with processing any such violations in accordance with our then current Fees and Rates Schedule.

You must notify us of any traffic violation notices issued to you or a Secondary Driver while operating our vehicle or found on a vehicle at the time of pickup of the vehicle. All unreported traffic violations will be your responsibility if they occur during the time period during which your subscription to use our vehicle is in effect. If we receive notice of violation of any law, rule or regulation, we may either pay the penalty or fee on your behalf and then add the penalty or fee to your account charges or we may, if permitted by the authority issuing the violation, transfer liability for the penalty or fee to you and you will then be wholly responsible for all correspondence with the appropriate authority and any penalties or fees due. We will endeavor to provide you notice before we pay any penalties or fees attributable to you. Once paid by us, it may not be possible for you to challenge the penalty or fee. The right to appeal, or transfer liability, on any traffic or parking charge issued by any authority or body belongs to us and will be at our sole and absolute discretion. In the case of speeding notices, we are obligated to pass on the details to the police, who will then contact you directly.

### **Vehicle tracking to ensure proper use.**

We want to offer our subscribers vehicles that are in great condition. In order to do that, we intend to keep track of how those vehicles have been used and maintained by our subscribers. This tracking of usage allows us to be certain that our vehicles have been well maintained and have been used properly. It also helps us to anticipate maintenance needs for our vehicles before urgent action is required and allows us to monitor for drivers who are treating our vehicles in a way that is negligent or is likely to cause abnormally high wear and tear.

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Each of our vehicles is equipped with technology that allows us to track its location and that informs us when certain driving events occur. For example, the technology informs us when a vehicle accelerates unusually fast, brakes unusually hard or takes a corner at an unusually high speed.

We expect you to drive responsibly and look after the vehicles in your possession as a diligent owner might. In the interests of all of our subscribers, we reserve the right to suspend or cancel service for subscribers who persistently treat our vehicles in a manner that is not consistent with those expectations. If we identify subscribers who repeatedly drive our vehicles in unusual ways that we deem potentially negligent, who experience damage incidents at an unusually high rate, who fail to report instances of damage that might reasonably be detected, or who act in a manner inconsistent with these Rules of Use, we reserve the right, in our sole and absolute discretion, to withdraw service immediately or to give the subscriber an advisory warning. **BY DRIVING OUR VEHICLES AND USING OUR SERVICES, YOU CONSENT TO TRACKING DESCRIBED IN THESE RULES.**

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## Schedule 2 – Fees and Rates

Our program entitles subscriber to the use of one vehicle at any time and terms are as follows:

<b>Subscription Start Date:</b>	<b>Term:</b>	<b>Turn in Date:</b>
<b>Vehicle:</b>	<b>Vin:</b>	
<b>Monthly Rate:</b>	<b>Sales Tax:</b>	<b>Total Payment:</b>
<b>Activation Payment:</b>	<b>Sales Tax:</b>	<b>Total Activation:</b>
<b>New York Surcharge (incl. tax):</b>	<b>Total Due At Signing:</b>	_____
<b>Allowable monthly miles:</b>	<b>Mileage overage penalty:</b>	
<b>Signature:</b>	<b>Date:</b>	

Subscription fee is inclusive of maintenance. Taxes, municipal fees and insurance are extra.

Subscription activation fee plus applicable sales tax is due at the time of vehicle reservation.

Security deposit(s) may be required in our sole and absolute discretion.

As specified in Schedule 1, Rules of Use, you are responsible for the purchase of fuel and payment of road tolls, traffic tickets or parking fines. As a convenience, a flat \$50 fee to refuel a vehicle after a swap will be charged to your account if the original vehicle is returned without a full tank.

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## Schedule 3 - Privacy Policy

### Your Privacy

We respect your privacy and are committed to helping protect the personal information that we have gathered from or about you. This policy explains what types of information we collect about you, how we collect and to whom we disclose it, the measures we take to help keep your information secure and the uses we make of it. We also explain the options you have regarding your personal information. When you request services from us, access our websites, utilize our mobile “apps” or otherwise interact with us, including for example, but without limitation, through our service centers, our in-vehicle or in-equipment technology, our official corporate pages on third party social networks (such as Facebook) or the “apps” on those pages, written or typed questionnaires, electronic transmissions, short message services, facsimiles or telephonic communications (each individually a “Source” and collectively the “Sources”), you consent to our collection, retention, disclosure and use of your personal information in the manner described in this policy and accept the risks outlined in the Security Measures section below.

### Summary of our Privacy Policy (“what you need to know”)

**Who We Are:** We are **LMP Subscriptions** and its subsidiaries. This policy does not cover our licensees or affiliates 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 information we collect, disclose and use.

**What We Collect:** We collect your personal and other information to provide you with services that may be of interest to you and/or that you request from us, for our operational and marketing uses listed in this policy and for such other purposes as you may authorize.

**Sources:** We mostly collect your information directly from you, through various Sources including our website, computer systems and in vehicle and in equipment technology, and from companies involved in our provision of services to you, including our licensees and third-party providers.

**Websites:** Certain technologies may be used on our websites, our apps and other electronic media including cookies and Pixel Tags, to collect information 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.

**Storage:** We generally retain personal information about our subscribers for as long as we believe appropriate for the purposes for which it was collected.

**Security Measures:** We aim to maintain commercially reasonable, appropriate physical, procedural and electronic safeguards to protect your personal information.

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

**Contact Us:** We hope this policy answers your questions about our collection, disclosure and use of your personal information. If you have any questions, please contact us by following the instructions in the Contact Us section below.

**Changes:** We may change this policy from time to time. The policy was last updated on December 24, 2018. If you use any Sources or communicate with us after any such update, you will be deemed to have agreed to the updated policy.

## **Detail of our Privacy Policy**

### **Scope of Policy**

This policy covers the personal information we collect about you in connection with our vehicle subscription business and services that identify you as an individual. It does not address data that does not personally identify you as an individual, for example, but without limitation, aggregated anonymous data, IP addresses, computer operating systems, personal preferences, vehicle identification numbers, etc. We reserve the right to use information that does not identify you as an individual as we wish. This policy does not apply to information collected by third party social networks (such as Facebook), mobile device manufacturers, third party “mobile apps”, wireless service providers, internet service providers or the operators of any networks through which you may interact with us and we expressly disclaim any responsibility for the data collection, privacy or data security practices of those entities. With regard to pages on third party social networks, this policy only applies to personal information we collect through our pages (those with a direct link to this policy) and does not apply to any “unofficial” pages or pages of our affiliates or licensees. Our websites are not directed to individuals under the age of 18, and we do not knowingly obtain personal data from such individuals. Any person using the Sources must be 18 years of age or older, and no person under 18 years of age is permitted to use any Source or submit their Personal Information at any Source.

When you request services from us, operate a vehicle or equipment with in-vehicle or in-equipment technology, access our Sources or otherwise interact with us, including for example, but without limitation, through our kiosks, our official corporate pages on third party social networks (such as Facebook) or the “apps” on those pages, you consent to our collection, retention, disclosure and use of your personal data in the manner described in this policy and accept the risks outlined in the Security Measures section.

### **Who We Are**

We are LMP Subscriptions, a U.S. company based in Plantation, Florida, which, together with our subsidiary companies, provides and supports vehicle subscription services across the United States. All references in this policy to “we”, “us” and “our” are to us and our subsidiaries. We operate a network of licensees in provision of our services worldwide and are affiliated to many other companies through common ownership. As our licensees and affiliates are independent companies, they are not owned or controlled by us and are not covered by this policy, although they may have their own privacy policies to govern the personal information they collect. We are not responsible for the privacy practices of our licensees and affiliates.

### **Personal Information**

Personal information means information that identifies you as an individual, or that we can combine with readily available information to identify you as an individual.

### **Personal Information We Collect and How We Use It**

The principal purposes for which we collect and store your personal and financial information are to process your application and subscription agreement, allow you to reserve and use our vehicles and services, authorize payment, bill you, respond to your inquiries, improve our products and services and maintain your account with us. We collect a range of information about you from a variety of sources for the purposes of our business. The examples we provide throughout this policy are illustrative rather than a complete list of our practices.

**When you visit our Sources**, our servers might automatically log certain information about your use of our websites, such as your IP address, your browser type, operating system, browser language and service provider. We also collect information about your activities on our Sources, such as the pages you visit or the ads or links you click on. The first time you visit our website, we may assign you a unique identifier, which is stored in one or more cookies on your computer's hard drive. These cookies help us distinguish new visitors from returning visitors and enable us to measure the effectiveness of content on the website and refine and tailor that content to suit our visitors' interests. If you have subscribed for our services or provided other personal information about yourself (for example, if you send us an email),

your cookie ID can be associated with you personally. When you are signed in to our mobile apps, you will be identified to us by your account email and/or phone number.

**We collect information that you voluntarily submit to us, such as:**

- Name, address and contact details, including telephone and mobile number, and email;
- Date and place of birth, passport number and driver license number and a copy of your driver license;
- Employer(s) name and address;
- Credit card information;
- Driving record and accident history;
- Location data such as geographic location of electronic devices used to contact us or to access our mobile “apps” or of the vehicle you are using;
- Information regarding the vehicles you subscribe for and use, and the operation of our vehicles during your subscription period;
- Charges you incur and other information relating to your transactions;
- Information transmitted by your computer’s browser software; and
- Information about your credit history or other publicly available information about you from consumer reporting agencies.

Your telephone calls and email correspondence with us may be recorded or monitored for quality control, training and similar purposes. By using our Sources, including, without limitation, the foregoing communication methods, you are consenting to the recording or monitoring of your calls and emails and other communications with us and to our use of your information for the purposes described in this policy.

If you subscribe with us, we collect personal and financial information as you proceed through the stages of our online application, subscription agreement and reservation process. In addition to your name and contact information, we will also collect your driver license number, the jurisdiction in which you are registered, credit card or other payment information, and other information. We may also collect information such as your driving record from regulatory bodies where you live, and from third parties. This information is used to process your Subscription and, if you are approved, for the purposes described below.

If you use our vehicles and services, we collect information about the vehicles’ use and your use of our services. This may include details about your reservations, the dates, times and locations of use, mileage, driving performance, accidents and other data. We use this information to bill you, respond to your inquiries, ascertain whether you are in compliance with our policies and Rules, provide and improve our products and services and maintain your account with us, and to provide content and offers that we think may be of interest to you. From time to time we will send newsletter emails. To unsubscribe from our newsletters please use the opt out in the email footer.

Our vehicles may be equipped with vehicle tracking and other technology. We make use of the Global Positioning System (GPS), a network of satellites that allows us to determine the location of our vehicles. GPS information is transmitted to us and can be stored for extended periods. We use this information for a variety of important purposes. For example, we use GPS data to help you find a vehicle, to provide roadside assistance, to ensure that a vehicle is available at the place and time you have reserved, to ensure that the vehicle is not driven to unauthorized locations, and to locate a lost or stolen vehicle. We also maintain in-vehicle and in-equipment technologies to track and monitor performance of our vehicles, to disable our vehicles for the purposes of but not limited to, recovery in the event of non-payment, and to assist us with ensuring that our vehicles are used only in accordance with applicable laws and our Rules and policies. Disabling, disconnecting or destroying any such technology device or equipment is strictly prohibited.

Our privacy policy can be found here. (<https://www.lmpsubscriptions.com/privacy-policy/>)

**Other Sources**

We also gather personal information about you from a variety of other sources, including:

- Transactions you complete with us and our vendors and 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;

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- Consumer and other reporting agencies; and
- Other companies that have business relationships with us, such as our licensees, affiliates and business partners, including roadside assistance and other service providers and insurance companies.

## **Where We Hold Personal Information**

We utilize servers in various locations in the United States of America. If you are accustomed to or familiar with the privacy laws of other countries, please note that the laws governing the processing of personal information in the United States of America may not be as rigorous as those in the European Union, United Kingdom, Canada or other nations. By subscribing to and using our vehicles and services, you consent to the transfer of your personal and financial information to other locations within the United States for the purposes described in this policy. We do not conduct business in countries outside the United States, but to accommodate subscribers from other countries, we aim to comply with the privacy laws applicable to the personal data we collect and use.

We try, and take commercially reasonable steps, to ensure that the personal data we retain about you is stored securely and, in light of the information provided to us, is as accurate, current and complete as necessary for the purposes for which we use it. We generally retain personal data about our subscribers for as long as we believe appropriate for the purposes for which it was collected or as otherwise required by applicable law.

## **Where We Can Send Your Personal Information**

Except as described in this policy, we will not share your personal information with third parties outside our company group except to provide our services, verify information you or your approved secondary drivers provide to us, fulfill a transaction you have requested, or in other circumstances with your consent. We do however disclose your personal information within our related company group and to contractors, advisors, consultants and service providers acting on our behalf or under our instructions, including for purposes relating to the operation, maintenance, administration, improvement, and oversight of our services, websites and advertising services, or to fulfill your requests for information or service.

If you subscribe to our vehicles and services, some of the information you supply must necessarily be shared with regulatory bodies where you live and/or service providers we utilize to obtain your driving record from such regulatory bodies. In addition, if you are associated or affiliated with another primary account (for example, if you are an associate member or affiliated with a business's or university's account), the primary account holder or administrator of that account may have access to limited information regarding your use of our services.

We may disclose your personal information in connection with a corporate transaction, proceeding, or reorganization involving the business activities for which the information is maintained. In the event that ownership of our business was to change as a result of a merger, acquisition, sale of assets or transfer to another company, your personal information may be transferred. If such a transfer results in a material change in the way your personal information is used, we will provide notice about the choices you have to decline to permit such a transfer.

We may disclose your personal information, including location/GPS data and data gathered from in-vehicle and in-equipment technologies, in response to legal process (for example, a court order, search warrant or subpoena) or requests from law enforcement authorities; in other circumstances in which we believe our services, our vehicles or our website are being or has been used in violation of applicable law or otherwise in the commission of a crime; when we have a good faith belief, in our sole judgment, that there is an emergency that poses a threat to the safety of you or another person; or when necessary to protect our rights or property (or those of third parties).

## **To Provide You Services**

We will share your personal information among our employees and affiliated companies and employees, our representatives and agents, our licensees and vendors, and other companies that we engage in business with, to provide services to you, including to:

- Fulfill your vehicle subscription and make your reservations for alternate vehicles;
- Process and/or confirm your transactions;

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- Provide you with enhanced services, such as services provided in connection with our subscription programs and similar services;
- Provide you services in connection with your use of our vehicles; such as navigation assistance or roadside emergency assistance;
- Provide you with customer assistance;
- Bill and collect amounts owed in connection with your subscription and use of our vehicles and services; and
- For customer satisfaction and market research purposes to help us improve our services.

## To Communicate With You

We may use your personal information to communicate with you, including with regards to:

- Your Subscription or any other transaction with us;
- Your status in our subscription program(s); or
- Changes to the terms or features of your Subscription or any policy or rule related thereto.

By subscribing for or using our vehicles and services, or by contacting or interacting with us in any way, including through our Sources, you are deemed to have given 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, although you may be charged by your mobile service provider to which you subscribe.

## Disclosure To Companies You Use

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

- Your credit card provider and other companies that process your charges;
- Any company or organization that is paying all or part of your charges; and
- Any service provider you use, such as a repair provider, insurance company or other vendor or provider relation to any aspect of your Subscription or use of our vehicles.

## Protective and Legal Uses

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

- Under applicable law, including laws outside your state or country of residence;
- To process, handle or otherwise respond to claims for damages, including claims or demands for bodily injury or property damage;
- To enforce our policies and Rules and the terms and conditions of your subscription;
- To recover our vehicles, equipment or any monies due, such as through vehicle recovery services and debt collection agencies;
- To comply with legal process and to respond to requests from public and government authorities;
- To protect our operations, rights, privacy, safety or property, and/or that of our subsidiaries, you or others; and
- To allow us to pursue available remedies or limit the damages that we may sustain; and
- As you request.

## Advertising

We may use personal information to present offers to you on our behalf and on behalf of business partners, but we do not share information that personally identifies you with those parties. **If you do not want us to send you promotional emails, please adjust your settings or utilize our “unsubscribe” feature in the footer of emails or contact us at [info@lmpsubscriptions.com](mailto:info@lmpsubscriptions.com).**

We may also use third party ad network providers and other service providers to help present customized content and offers on our websites. These providers use cookies, web beacons, or similar technologies on your computer to help present, better target, and measure the effectiveness of their content and advertisements, using data gathered over time and across their networks of web pages to determine or predict the characteristics and preferences of their audience. We

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may share certain non-personally identifiable information about you (such as age and zip code) with certain ad network and service providers to help them deliver more relevant content and advertisements through their networks. **The use of cookies, web beacons, or similar technologies by content and ad network providers is subject to their own privacy policies, not ours.**

Cookies are text files that are placed in your computer's browser, and that can be used to help recognize you on our websites. Web beacons are small pieces of code placed on web pages that can be used, among other things, to count the users who visit that web page, or to deliver a cookie to the browser of a user viewing that page. Many websites, including our website, also may use Flash cookies that are similar to regular browser cookies. You can control browser cookies through your browser's settings. You may delete cookies or set your browser to alert you when cookies are being sent. If you reject all browser or flash cookies, however, some areas of our sites may not function.

Third party advertiser/service provider may use cookies, web beacons, or similar technologies in connection with offers, content, and services offered through our website, including to help operate ad networks. When there are third parties that are performing such activities, we will endeavor to list the parties in this privacy notice and to provide a link to their web sites. The use of cookies by our partners, affiliates, and service providers is not covered by our privacy statement. We do not have access or control over these cookies. Our partners, affiliates, and service providers use session ID cookies to make it easier for you to navigate our site.

Our web site may include social media features, such as the Facebook Like button and widgets or interactive mini-programs that run on our site. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our site. Your interactions with these features are governed by the privacy policy of the company providing it, not by us.

## **Review and Correct Your Personal Information**

We are committed to providing you with reasonable and practical access to your information to allow you the opportunity to identify inaccuracies. If you are a subscriber, you can review and correct personal information by navigating to the relevant section of our app or by contacting us. If you would like to access, delete and/or correct other personal information, please contact us in one of the ways provided below and we will respond to your request within 30 days. If we are informed of the inaccuracy, we will make the appropriate corrections.

We will retain your information for as long as your account is active or to provide you with services that may be of interest to you and/or that you request from us. Please contact us if you wish to cancel your account or request that we no longer use your information to provide you services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

## **Security Measures**

As you may be aware, there is no completely secure method of transmitting or storing information and data. Although their physical characteristics are different, postal mail, telephone calls, text messages, faxes and transmissions over the Internet or wireless networks all present possibilities of loss, misrouting, interception and misuse of the information and data that is transmitted.

We try to strike a balance between the security of your information, what is commercially reasonable and your convenience. As a result, we may, for example, sometimes use a method of communication that is less secure than a less convenient alternative.

For example, but not limitation, we may send you an e-mail or a text message in unencrypted form (i.e., instantly readable) because many of our customers are unable to access encrypted (i.e., coded) e-mail or messages. This means that our message, if misrouted or intercepted, could be read more easily than encrypted messages. For this reason, please do not include confidential information, such as your credit card number, in any e-mail or text you send to us or on any posting you make to a public area of a third-party social network page, especially since any such posting immediately becomes public.

We take reasonable measures to protect against the loss, misuse and unauthorized access or disclosure, alteration and destruction of your personal data by aiming to maintain appropriate physical, procedural and electronic safeguards to protect your personal data, including:

- Restricting access to personal data to our employees on a “need to know” basis;
- Enforcing policies and procedures for our employees in their handling of personal data;
- Using technologies designed to safeguard data during its transmission, such as SSL encryption for the data you provide on our websites and apps. In particular, we adhere to the appropriate Payment Card Industry (“PCI”) Compliance Requirements and the destruction of confidential personal data after it is no longer needed.

We have established safeguards to help prevent unauthorized access to or misuse of your personal information but cannot guarantee that your personally identifiable information will never be disclosed in a manner inconsistent with this policy (for example, as a result of unauthorized acts by third parties that violate applicable law or our policies and those of our affiliated providers). We may use a password to help verify your identity before granting access or allowing corrections to any of your personal information. It is your responsibility to safeguard your password, which you should never disclose to a third party. If you contact us by phone, we will ask you to verify certain information related to your account before discussing any personal information.

**LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY, AND WE DISCLAIM ANY AND ALL, DAMAGES, LOSSES, CLAIMS, LIABILITIES, PENALTIES, COSTS, EXPENSES AND ATTORNEYS' FEES, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN ANY WAY RELATING TO OR ARISING FROM THE MISUSE, DISCLOSURE (EITHER VOLUNTARY DISCLOSURE BY US, OR UNINTENTIONAL DISCLOSURE VIA A DATA OR SECURITY BREACH), ALTERATION OR DESTRUCTION OF PERSONAL INFORMATION OR ANY BREACH OF SECURITY OR FOR THE UNAUTHORIZED ACCESS OR USE OF PERSONAL INFORMATION OR FOR ANY TECHNICAL FAILURES OR PROBLEMS, ERRORS IN PERSONAL INFORMATION, INTERRUPTION IN OR TERMINATION OF THE OPERATION OF ANY SOURCES, OR ANY RESULTS OF ANY SUCH FAILURES, PROBLEMS, OR ERROR.**

## **Changes to Our Policy**

We may change this policy from time to time, so it is advisable to review it frequently. Changes to this policy will be announced on our website or through similar means and all amended terms shall automatically be effective when posted (or as indicated in our posts).

## **Contact Us**

### **LMP Subscriptions.**

If you have questions about our handling of personal information, you may write to us at [info@lmpsubscriptions.com](mailto:info@lmpsubscriptions.com) or at the address below.

LMP Subscriptions  
601 N. State Road 7  
Plantation, FL 33317



## Schedule 4 – Subscriber Information

Subscriber information:

Additional driver information:

Legal name: \_\_\_\_\_

Legal name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Email address: \_\_\_\_\_