

Terms of service

Last revised: August 1, 2023 Thank you for your interest in Sunshine Transport!

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION THAT AFFECTS YOUR RIGHTS, REMEDIES, AND OBLIGATIONS. THEY INCLUDE AN AGREEMENT TO ARBITRATE (UNLESS YOU OPT OUT). THESE TERMS ALSO INCLUDE A PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF FOR ALL MATTERS IN EITHER COURT OR ARBITRATION, VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION, VENUE, AND GOVERNING LAW OF DISPUTES, EXCEPT WHERE PROHIBITED, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

Introduction

Sunshine Transport LLC. and its subsidiaries (collectively, "Sunshine Transport of PR", "we", or "us"), provides pre-owned rental cars for travelers visiting the island of Puerto Rico Sunshine Transport is accessible online including at www.sunshine-transport-pr.com and <https://www.facebook.com/Sunshine-Transport-of-PR-106005202021599/>. Sunshine Transport's websites, Facebook page, and associated services are collectively referred to as "the Services". By accessing or using the Services, including by communicating with us or other Sunshine Transport users, you agree to comply with, and be legally bound by, the provisions of these Terms of Service (these "Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Services and constitute a binding legal agreement between you and Sunshine Transport.

These Terms, together with Sunshine Transport's Privacy Policy, applicable insurance terms and certificates, roadside assistance terms, and the user Policies included in this document constitute the "Agreement" between you and Sunshine Transport (each a "Party" and together, "the Parties").

Modification. Sunshine Transport reserves the right, at our sole discretion, to modify the Services or to modify the Agreement, including these Terms, at any time. If we modify these Terms, we will post the modification on the Services. We will also update the "Last Revised" date at the top of these Terms. If you continue to access or use the Services after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified terms. If the modified terms are not acceptable to you, your sole recourse is to stop using and accessing the Services.

THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ THIS PROVISION CAREFULLY.

1. The Rental Agreement. These Rental Terms and Conditions, the rental document you receive when you are given access to the car you are renting (the "Rental Contract") any additional agreement signed by you, any documents or agreements (or links to on-line documents or agreements) sent to you electronically in connection with your rental, the Privacy Notice, and the return receipt or record (the "Rental Receipt") with computed rental charges together constitute the "Rental Agreement" between yourself and Sunshine Transport LLC.

2. Your Rental. You rent from Sunshine Transport of PR the car described on the Rental Contract, which rental is solely a transfer of possession, and not of ownership. You agree to the terms in the Rental Agreement provided any such term is not prohibited by the law of a jurisdiction covering this rental, in which case such law controls. "You" and "your" refer to the person who signs this agreement, "we", "our" and "us" refer to Sunshine Transport of PR. You also agree that you are not our agent for any purpose; and that you cannot assign delegate or transfer your obligations under the Rental Agreement and any discrete part thereof.

3. Changes. Any change in the Rental Agreement or our rights must be in writing and signed by an authorized Sunshine Transport of PR officer. You further agree that we have the unilateral right to

change these Terms and Conditions from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the Sunshine Transport of PR web site. Such changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the Sunshine Transport of PR web site, which date will be indicated therein, without any requirement by you to sign the changed Terms and Conditions. Changes to these Terms and Conditions will be posted as they occur on the Sunshine Transport of PR web site at www.SunshineTransportofPR.com and will govern all rentals commencing after posting even if the terms provided at time of reserving the rental car are different.

4. Meaning of Car. The word “car” in the Rental Agreement means the vehicle rented to you or its replacement and includes tires, tools, keys, key fobs, equipment, included and optional accessories, plates, documents, and any other products or property provided by Sunshine Transport of PR with the vehicle and separately rented to you by Sunshine Transport of PR unless otherwise explicitly specified in the Rental Agreement.

5. Who May Drive The Car. You represent to Sunshine Transport of PR that you are a capable and validly licensed driver and will remain a capable and validly licensed driver throughout the term of your rental. You agree that we have the right to verify that your license has been validly issued and is in good standing (not suspended, revoked or otherwise restricted in any way) as a condition precedent to each rental; and that we may in our sole discretion refuse to rent to you if your license is not in good standing. We reserve the right to deny rentals based upon (i) information about your license status, (ii) authenticity of your driver's license or other credentials, (iii) the inability to verify your identity or payment methods, (iv) your driving record provided by the Motor Vehicle Department of the jurisdiction that issued your license, or (v) any other information received from any other source in the business of validating an identity or the driver's license credential that we believe to be reliable. We reserve the right to validate your driving credentials and license good standing periodically without notice to you except as required by law. Except where otherwise specifically authorized by applicable law, only you, your spouse or domestic partner, or. Any Permitted Driver must be at least 21 years old and must also be a capable, and a validly licensed driver at all times during which such person is operating the car. Any person other than you or a Permitted Driver that operates the car must sign an additional driver form at the time of the rental. We may charge for each additional driver authorized to drive the car, which will be specified on the Rental Contract. You acknowledge that you will remain financially responsible under the Rental Agreement at all times even if the car is operated by a Permitted Driver or someone other than yourself.

6. Return of the Car. You agree to return the car to us in the same condition you received it, ordinary wear and tear excepted, on the date, at the time and to the location specified in the Rental Contract. You must return it sooner on our demand. If you return it earlier or later, a different or higher rental rate may apply and, if returned later, you may also be charged a late return fee. You may not return the car outside of the return location's operating hours unless specifically allowed by that location. If you do, your responsibility for damage to or loss of the car will continue and all charges stated on the Rental Contract as a periodic rate will continue to accrue until the return location reopens and we process the return of the car. Operating hours vary by location. If we do not find the car when that location opens, your responsibility for all charges and for damage to or loss of the car will continue until the car is actually returned or recovered. If you wish to extend any rental you must contact us at 1-863-777-9325 or use a method we approve to request the extension before your return date. We may or may not grant an extension or decline to grant it for the entire period you request, in our sole discretion. If you do not return the car to the location specified in the Rental Agreement, as and when required under the Rental Agreement, you may be subject to criminal penalties. If we do grant an extension a different or higher rate may be applied to the extension period and a service fee may also apply.

7. Where You'll Return the Car. The car must be returned to the agreed return location as specified on the Rental Contract. If return is indicated to a location other than the location where your rental

commences, you may have to pay a one way service fee. If you return the car to a different location from the agreed return location without our permission, you agree to pay an unauthorized return location fee specified by us.

8. Rental Charges. You will pay for the period of time you rent the car at the rate indicated on the Rental Contract. Unless otherwise indicated on the Rental Contract, the minimum charge is one day (24 hours) fixed fee. We will determine the miles/kilometers by reading the factory-installed

odometer or utilize the vehicle's telematics device. The daily charge applies to consecutive 24 hour periods starting at the hour and minute the rental begins or, if a calendar day is specified on the Rental Contract, each consecutive calendar day or any part of a calendar day starting on the calendar day on which the rental occurs. If you fail to comply with any conditions for special rates specified on the Rental Contract our otherwise applicable rates will be charged. You'll pay all charges that apply to the rental for miscellaneous services and, where permitted, airport facility fees and/or concession recovery fees, vehicle license recovery fees, other fees and surcharges.

a) You will also pay a fee ranging for cleaning the car's interior upon return if any stains, dirt, odor, or soiling attributable to your use cannot be cleaned with our standard post-rental procedures as determined by us in our sole discretion.

b) If the key(s) or key fob(s) are not returned with the car, you may be charged additional fees up to \$500

c) We maintain a non-smoking fleet, including a prohibition on the use of e-cigarettes in the car. You will pay an additional charge of up to \$250 if you return the car and it smells or is soiled from smoke or e-cigarette vapor.

d) You and any third party to whom any rental charges are billed, such as an insurer or employer, are jointly and severally responsible for payment of all such charges. If you direct us to bill any such charges to a third party, you represent that you are authorized to do so on behalf of the third party.

e) If you use a car with automatic toll payment capability, see the disclosures regarding "e-Toll" in Paragraph 16 below.

f) To the extent you utilize any rate/benefit discount code in association with a rental, you represent you meet the requisite criteria for utilizing such discount code. Any other use will be viewed as an unlawful use and theft of services for which Sunshine Transport of PR can pursue legal remedies, including, but not limited to, reasonable attorneys' fees and costs, and may void any associated discounts or rental benefits.

g) Sunshine Transport of PR makes every effort to ensure that all prices and descriptions quoted on its website or elsewhere are correct and accurate. However, in the case of a manifest error or omission, Sunshine Transport of PR reserves the right to rescind the Rental Agreement, even if we have already accepted your reservation and/or received your payment. Our liability in that event will be limited to the return of any money that you have paid with respect to the reservation. In the case of a manifest error in which we permit you to keep your reservation, we reserve the right to require that you pay the difference between the quoted price and the correct price, as confirmed in writing by Sunshine Transport of PR after the manifest error has been discovered. A "manifest error", as the term is used in this paragraph, means, in relation to an incorrect price, a price quoted in error by Sunshine Transport of PR which is more than 10% less than the price that would have been quoted had the mistake not been made.

9. Taxes, Surcharges & Fees. You'll also pay all applicable taxes as well as any additional charges provided on the Rental Agreement which are over and above the base rental rate. These may be surcharges and/or recovery fees to recover certain costs.

10. Card Reserve. You acknowledge that you have been informed that if you use a charge card (including any digital wallet or mobile payment application linked to your charge card account), your credit, up to an amount of the estimated total charges due under the Rental Agreement, as indicated on the Rental Contract, based on your representations about this rental, may be set aside or reserved

by the card issuer of the card, which you present for payment of your rental charges; or, if you use a debit card funds in the account to which that card is linked may be set aside for the greater of the amount of the estimated total charges due under the Rental Agreement, based on your representations about this rental, as indicated on the Rental Contract, or the deposit amount indicated on signs at the location at which you rent the car at the time of rental. You consent to the reservation or setting aside of that estimated total amount at the time of commencement of the rental. You understand that we will authorize the release of any excess reserve or set aside upon the completion of your rental (return of the car and our determination of whether any additional fees or charges apply), and that your card issuer's rules apply to your credit line or your account being credited for such excess and may not be immediately released by your card issuer.

11. Vehicle monitoring devices. All vehicles have a monitoring device installed which are used to send notifications when battery and fuel levels are low, Impact Detection, Engine Error Codes, GPS Location and Aggressive Driver Habits. **Removal of the monitoring device is strictly prohibited.** If the device is removed the guest will be contacted to reconnect the device, and if the guest ignores our attempts to contact them or refuses to reconnect the monitoring device. We reserve the right to reposes the vehicle and cancel the reservation without refunding of the remaining balance and security deposit.

12. Repossessing the Car. We can repossess the car at any time in our sole discretion for reasons that include, but are not limited to the following: excessive notifications of aggressive driving from the vehicle monitor device, the car is found illegally parked, being used to violate the law or the terms of the Rental Agreement, or appears to be abandoned. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the car, including remotely disabling the engine, remotely locking the doors, tracking the location of the car through GPS tracking devices and utilizing for our benefit any other devices connected to the car or affecting the car's operation. If the car is repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the car. You agree that such costs will be charged to the credit or debit card or account you used to rent the car.

13. Collision and Damage Waiver (CDW). Collision and Damage Waiver (CDW)) is not insurance and is not mandatory. If you accept the CDW by your initials on the Rental Contract at the additional daily rate, for each full or partial day that the car is rented to you, and the car is operated in accordance with this agreement, we assume responsibility for the loss of or damage to the car except, if permitted by law, for lost, damaged or stolen keys or remote entry devices, towing or tire services unless related to an accident, or. If you do not accept the CDW, you owe for all loss or damage to the car. Loss and damage are described in paragraph 13. YOU ACKNOWLEDGE YOU HAVE BEEN ADVISED THAT YOUR OWN INSURANCE MAY COVER LOSS OR DAMAGE TO THE CAR. YOU ALSO ACKNOWLEDGE READING THE NOTICE ON LOSS OR DAMAGE SHOWN ON THE RENTAL CONTRACT, OR IN THESE TERMS, OR IN A SEPARATE NOTICE FORM, INCLUDING WITHOUT LIMITATION THE STATE SPECIFIC NOTICES SET FORTH IN PARAGRAPH 36 WITH RESPECT TO THE STATE IN WHICH YOU RENTED THE CAR AND EACH STATE WHERE YOU TAKE THE CAR.

14. Damage to/Loss of the Car. If you do not accept Loss Damage Waiver, or if the car is lost or damaged as a direct or indirect result of a violation of paragraph 14, or damaged as a result of an act of nature, you are responsible and you will pay us for all loss of or damage to the car regardless of cause, or who, or what caused it. If the car is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the car in its damaged condition, you will pay the difference between the car's retail fair market value before it was damaged and the sale proceeds, except in Canada or as otherwise required by law. In Canada, you will pay the greater of the car's retail fair market value or its value on our books of account (also known as depreciated book value) before theft or, in the case of damage, the sales proceeds. Depreciated book value may be higher than retail fair market value. Where permitted by law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, tires, and antenna, as part of your rental charges at the time of return. If the car is stolen and not recovered you will pay us the car's fair market value before it was stolen. As part of our loss, you'll also pay for loss of use of the car, without regard

to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("Incidental Loss"). If your responsibility is covered by any insurance, credit card benefit, travel insurance or such other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and you assign all of your benefits directly to us to recover all consequential and incidental damages, including but not limited to the repairs of the car plus diminished value or the fair market retail value of the car (less salvage value plus costs incurred in the salvage-sale), and all Incidental Loss and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid us and what we collected from the third party. If the law of a jurisdiction covering this rental requires conditions on LDW that are different than the terms of the Rental Agreement, such as if your liability for ordinary negligence is limited by such law, that law prevails. You understand that you are not authorized to repair or have the car repaired without our express prior written consent. If you repair or have the car repaired without our consent, you will pay the estimated cost to restore the car to the condition it was in prior to your rental. If we authorize you to have the car repaired and the cost of repair is our responsibility, we will reimburse you for those repairs only if you give us the repair receipt.

15. Prohibited Use of the Car. Certain uses of the car and other actions you or a driver may take, or fail to take, will violate the Rental Agreement. **A VIOLATION OF THIS PARAGRAPH, WILL AUTOMATICALLY TERMINATE YOUR RENTAL AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT YOU HAVE ACCEPTED, INCLUDING BUT NOT LIMITED TO SUPPLEMENTAL LIABILITY INSURANCE, PERSONAL ACCIDENT INSURANCE, PERSONAL EFFECTS INSURANCE, ANY ROADSIDE ASSISTANCE PLAN, EMERGENCY SICKNESS PROTECTION AND LOSS DAMAGE WAIVER (LDW) OR PARTIAL DAMAGE WAIVER. IT ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT WE MAY INCUR.** It is a violation of this Paragraph if any of the following occurs:

A. You use or permit the car to be used: 1) by anyone other than an authorized driver, as defined in paragraph 5; 2) to carry passengers or property for hire or more passengers than the car has seat belts to carry; 3) to tow or push anything; 4) to be operated in a test, race or contest or on unpaved roads; 5) while the driver is under the influence of alcohol, any controlled substance, including without limitation any federally controlled substance listed under the Controlled Substance Act, Title 21 of the United States Code (a "Controlled Substance"), or medications that affect vehicle operation and/or constitute driving while impaired under applicable law; 6) for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking; 7) recklessly or while overloaded; or 8) if the car is driven into Mexico without our expressed permission. **B. You or an additional driver, whether authorized or not: 1) fail to promptly report to Sunshine Transport of PR any damage to or loss of the car when it occurs or when you learn of it and provide us with a written accident/incident report or fail to cooperate with our investigation; 2) Where required by law, failed to report an accident to law enforcement; 3) obtained the car through fraud or misrepresentation; 4) leave the car and fail to remove the keys (or key fobs) or close and lock all doors, close all windows and the trunk and the car is stolen or vandalized; or 5) intentionally or with willful disregard cause or allow damage to the car.** **C. You or an additional driver, whether authorized or not, return the car after hours and the car is damaged, stolen or vandalized or you otherwise fail to take reasonable steps to secure the car, its keys, key fobs, or other remote entry and starting devices.** **D. Driving or operating this car while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages shall be deemed a breach of the Rental Agreement.**

16. Fuel Service Charge. Most rentals come with a full tank of fuel, but that is not always the case.

Where available, if permitted by law, if you drive less than 75 miles, you acknowledge that we will add a flat fee to the rental, the amount of which will be disclosed on the Rental Contract and at the counter prior to rental. You may avoid this charge at time of return by providing a receipt for fuel purchased at which time the flat fee will be reversed from your total rental charges. If this subparagraph (a) does not apply, there are three refueling options:

1) If you do not accept the fuel service option, where available, at the beginning of your rental, and you return the car with less fuel than was in it when you received it, as we determine in our sole discretion, we will charge you a fuel service charge at the applicable rate per-mile or rate per-gallon specified on the Rental Contract or disclosed at the location. The per-mile rate is used if you do not buy fuel during the rental. To calculate this amount, we multiply the number of miles driven, as shown on the car's odometer (or provided by the vehicle's telematics device), times the per-mile rate shown on the Rental Contract. The per gallon rate is used if you buy fuel during the rental and provide us with a receipt on our request, but the tank is not as full when you return the car as when you received the car (by using the factory installed gauge, rounded down to the nearest 1/8 tank), times the per-gallon rate shown on the Rental Contract.

Although two methods are used for ease of calculation, the per mile and per-gallon rates produce approximately the same result. Some of our cars are equipped with onboard telematics which record the actual amounts of fuel in the gas tank. In the event your car has such a device, you will be charged for the actual amount of gasoline needed to fill the tank based on the reading of this device.

2) If you accept the fuel service option at the beginning of your rental, you will be charged as shown on the Rental Contract for that purchase and you will not pay us a fuel service charge. If you choose this option, you will not incur an additional fuel service charge, but you will not receive any credit for fuel left in the tank at the time of return. If you choose not to accept the partial fuel service option at the beginning of your rental, you will be charged as shown on the Rental Contract for that purchase and you will pay a fuel service charge for any fuel not replaced to the same level as on delivery. The pre-paid fuel service option will always be lower than the administrative fuel service fee charged post reservation. The cost of refueling the car yourself at a local service station may be lower than the fuel service charge or the fuel service option. You acknowledge that the fuel service charge is not a retail sale of fuel.

3) You may avoid a fuel service charge if you return the car with the fuel tank as full as when you received it and, if requested by us, present a receipt for your fuel purchase. If you put fuel into the car, you must use the correct fuel (having the grade of gasoline stated on the car fuel information decal, or on-road diesel). Do not use ethanol fuel even if the car states that it is a flex-fuel vehicle.

17. Electronic Toll Pass. Each reservation agreement has the pre-paid toll pass included in the fees. The toll pass fee total is an allotted per day amount that can be used on any day of the reservation period. The guest is not limited to the toll amount per day but rather the allotted amount for the entire reservation. If the toll pass allotment is drastically exceeded, Sunshine Transport LLC reserves the right to charge your card on file for any toll pass overages. If there is excessive toll usage, the Toll charges may take 4-8 weeks after the rental concludes to be billed to your credit card/debit card on file.

18. Fines, Expenses, Costs and Administrative Fees. You'll pay or reimburse us for all fines, penalties, interest, and court costs for parking, traffic, toll and other violations, including storage liens and charges incurred as a result of your rental. You will also pay a reasonable administrative fee with respect to any violation of the Rental Agreement, such as for repossessing or recovering the car for any reason. You agree we may, in our sole discretion, pay all tickets, citations, fines, penalties and interest on your behalf directly to the appropriate authority and you will pay us for what we paid to the appropriate authority or their designated agents plus a reasonable administrative fee and any attorneys' fees and expenses we incur. You agree and acknowledge that we cooperate with all federal, state/provincial, municipal and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required.

You authorize us to release the rental and credit/debit card information regarding your rental to Sunshine Transport LL, or another agent we authorize to act on our behalf for the purpose of processing and billing you for any tickets, citations, fines and penalties incurred by you or assessed against us or the car during your rental plus a reasonable administrative fee not to exceed \$50 per violation. You authorize as our agent ATS, VMS or another agent we appoint to bill you directly to the credit/debit card you used to rent the car. You authorize ATS, VMS or another agent we authorize to contact you directly regarding any tickets, citations, fines and penalties incurred by your or assessed against us or to our car while the car was rented to you.

In the event we use a third party collection service or agent to resolve any tickets, citations, fines, penalties, and interest, you agree to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest. You acknowledge that you have no right to contest any such infraction or enter any plea other than guilty or no contest unless we consent to your action, provided that the penalty for the infraction is only the payment of money and does not involve any other administrative, civil, or criminal penalty.

You agree to indemnify and hold us ATS, VMS and any other agent we authorize harmless for any such tickets, citations, fines, penalties, interest and administrative fees.

19. Roadside Assistance. Roadside assistance is available to all renters

20. Liability Protection. Anyone driving the car who is permitted to drive it by the Rental Agreement will be protected against liability for causing bodily injury or death to others or damaging the property of someone other than the authorized driver and/or the renter up to the minimum financial responsibility limits required by the law of the jurisdiction in which the accident occurs. The limit for bodily injury sustained by any one person includes any claim for loss of that person's consortium or services. Where applicable law extends this protection to a non-Permitted Driver, the same limits will apply. **Except where required by law to be primary or excess, any protection provided by us shall be secondary to, and not in excess of, any applicable insurance available to you, or any other driver, from any other source, whether primary, excess, secondary or contingent in any way.** If this protection is extended by operation of law to anyone not permitted by the Rental Agreement to drive the car, or to any person or instance where coverage is not intended to be afforded by the Rental Agreement, the financial responsibility limits of the jurisdiction in which the accident occurred will apply.

You agree that we can provide coverage under a certificate of self-insurance or an insurance policy, or both, as we choose. In any case, a copy of the policy and/or certificate will be available for your inspection at our main office. You understand that unless required by applicable law, we will not provide **(a)** coverage for fines, penalties, punitive or exemplary damages; **(b)** coverage for bodily injury to you, or your death while not a driver, or any member of your family or the driver's family related by blood, marriage or adoption residing with you or them; or the drivers family, or to a fellow employee arising out of or in the course of employment; **(c)** defense against any claim, unless we are required to provide primary protection, but in such event not after the applicable limits of protection that we furnish are tendered; **(d)** supplementary no fault, noncompulsory uninsured or under-insured motorist coverage, and any other optional or rejectable coverage, and you and we reject all such coverages to the extent permitted by law. Where any of these coverages are required or implied by law, the limits will be the minimum required under the applicable statute. Where permitted by law, you are rejecting uninsured or underinsured motorist and all optional automobile insurance coverages and under any policy of insurance or certificate of self-insurance in connection with the Rental Agreement, for you and all other passengers in the car. You understand that uninsured and underinsured motorist coverage protects you and other passengers in a car for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance or has insufficient insurance to pay for losses and damages. There is no coverage in Mexico, and the car may not be taken into Mexico under any circumstances, unless special arrangements are made at the renting location for separate Mexican insurance, where such insurance is available.

21. Supplemental Liability Insurance (SLI) & Exclusions. If you elect to purchase SLI, coverage will be provided to you and any authorized driver under an excess coverage automobile policy issued to Sunshine Transport of PR. SLI provides protection for third party automobile claims for the difference between the minimum financial responsibility limits provided under paragraph 21 above and a maximum combined single limit of liability of \$100,000 or \$300,000 depending on the jurisdiction of rental and vehicle type for bodily injury, death or property damage for each accident. This coverage is provided under a policy of excess liability insurance more fully described in the available brochure and is subject to all of the conditions and limitations described in paragraph 21 above, except that notwithstanding anything contained in the Rental Agreement, the terms of the policy will at all times control. **SLI does not apply to liability for bodily injury or property damage arising out of any "prohibited use of the car" as described in paragraph 14 of the Rental Agreement, all of which are exclusions to SLI. Other exclusions to SLI are listed in the SLI policy.** You understand that you will be charged the rate per day for a full day even if you don't have the car for the entire day.

22. Indemnification and Waiver. You shall defend, indemnify, and hold us, our parent and affiliated companies harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner from this rental transaction or from the use of the car by you or any person, including claims of, or liabilities to, third parties. You may present a claim to your insurance carrier for such events or losses; but in any event, you shall have final responsibility to us for all such losses. **YOU WAIVE ANY CLAIM AGAINST US FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE RENTAL.** You agree that if the rental takes place at a location operated by an Sunshine Transport of PR System Licensee, any claim by you, including one that alleges unfair, deceptive or unconscionable conduct, your sole right and remedy is against that Sunshine Transport of PR System Licensee and not Sunshine Transport LLC, its parent or any of its affiliated companies.

23. Property in the Car. We are not responsible for loss of, theft, or damage to any property in or on the car, in any service vehicle, such as a transit van or bus, on our premises, or received or handled by us, regardless of who is at fault. You'll be responsible to us for claims by others for loss or damage caused by your property.

24. Currency Conversion. If you use a credit or charge card that is issued by a financial institution outside of the United States and your charges are billed to us in a currency other than U.S. Dollars, the full amount of your charges will be converted to the card account's billing currency by us unless you have instructed us not to perform the conversion process on your personal account profile or submitted a written request in advance to have the currency conversion performed by your card issuer. Our conversion will be based on a conversion rate published by Reuters or another independent reporting service and will incorporate a processing charge no higher than 3% applied to all amounts relating to the transaction. This charge will replace the currency conversion processing charge applied by your card issuer. You understand that your card issuer has a currency conversion process; that you have chosen not to use your card issuer's currency conversion process; and that you will have no recourse against your card issuer with respect to any matter related to the currency conversion or disclosure thereof.

25. Error in Rental Charges. The charges shown on the return record are not final and are subject to review. You'll pay any undercharges and you'll receive a refund for any overcharges we discover on review.

26. Collections. If you do not pay all amounts due to us under the Rental Agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the car including, without limitation, payment for loss of or damage to the car, rental charges, parking, red light and traffic fines and penalties, toll charges, towing, storage and impoundment fees, we will take the following actions: a) You agree to pay a late charge of 1 & 1/2% per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, "Charges"). b) You agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs and attorney's fees in addition to any administrative fees,

cost of recovery, insufficient funds fees and collection fees (collectively, "Costs"). If the law permits, you authorize us and our collection agent, to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we or our collection agent(s) may access the personal information that you provided to us in any effort to collect any Charges or Costs under this section and may use the address provided by you on the Rental Contract, or in any customer profile, as the place to send any demands or collection notices. c) In the event that you presented a credit card or debit card for payment, you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.

27. Arbitration. Pre-Dispute Resolution Procedure: Before asserting a claim in any proceeding (including, but not limited to, in an individual arbitration proceeding or in a small claims court proceeding), you and Sunshine Transport of PR agree that each shall give the other party written notice of the claim to be asserted 30 days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you intend to assert a claim against Sunshine Transport of PR, you must send the written notice of the claim to Attention: Sunshine Transport LLC, PO box 1062, Canovanas, PR 00729.. If Sunshine Transport of PR intends to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. The parties may, but are under no obligation to, engage in privileged settlement negotiations during this 30 day period. NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED IN THIS PRE-DISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF).

Dispute Resolution:

YOU AND SUNSHINE TRANSPORT OF PR AGREE THAT ANY SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ARBITRATION PROCEEDING.

Disputes and claims that are within the scope of a small claims court's authority, as well as disputes and claims regarding personal injury and/or damage to or loss of a car related to your Sunshine Transport of PR rental, are exempt from the foregoing dispute resolution provision.

28. Communication Services and Satellite Radio. You acknowledge that the car may be equipped with a communication service (such as OnStar or a similar service) (a "Communication System"), that provides emergency notification, navigation, diagnostics, tracking and other services, and a receiver for receiving audio signals from subscription satellite radio services to which Budget may subscribe ("Satellite Radio"). You expressly authorize all of those services. You acknowledge that you understand that a Communication System, such as OnStar, requires the car's electrical system and equipment, cellular service and satellite technologies to be available and operating to function properly. Not all services offered by the Communication System provider are available on all cars. The Communication System acts as a link to existing emergency and other service providers. Services are limited by, and neither the Communication System provider nor Budget is liable for, conditions or services outside their control. Any information (e.g. navigational route support) provided through a Communication System is on an "as is" basis. The Communication System provider (including OnStar), its service providers and Budget will not be liable to you or any user of the Communication System in connection with the use of such information. You understand and agree that the Communication System provider may provide us and/or law enforcement with all necessary information to enable us and/or law enforcement to locate the car, if you fail to return the car when and where required under the Rental Agreement. You agree to release and hold us, and the Communication System providers, harmless for any Communication System failures. You also agree to limit claims against the Communication System provider for damages for any losses under any

theory to the pro rata portion of the rate for use of the car for one day. If your rental car has active Communication System equipment, you understand that your use of the car is subject to the terms and conditions of the Communication System provider, including system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices relating to the Communication System provider's collection, use and sharing of information about you and the car, and the application of other relevant provisions including responsibilities you have when using the Communication System. You should review the Communication System provider's website for details regarding their Terms and Conditions and Privacy Statement. Details regarding the OnStar Terms and Conditions and Privacy Statement are available at OnStar.com. By proceeding to rent the car and sign this contract, you authorize the provision of the Communication System in accordance with and agree to be bound by the Terms and Conditions and Privacy Statement of the Communication System provider. Not every car is equipped with a Communication System and/or Satellite Radio. Some cars in our fleet may have a Communication System and/or Satellite Radio equipment, however, such equipment may not be active. We may charge separately for access to Satellite Radio as an optional accessory on the Rental Contract and the Rental Receipt. We may establish an access code for Satellite Radio or program the car not to give you access to Satellite Radio unless you have reserved that option in advance. If we provide you access to Satellite Radio based on your advance reservation, you will be charged for access whether or not you use this option. Unless you are advised that you have a car with a Communication System and/or Satellite Radio, you will not have access to the systems and you should not rely upon them or take steps to activate them. Renters shall not activate any service and in the event that a renter does activate a service in violation of this provision, the renter agrees to be completely responsible for the annual subscription and/or cancellation fees(s) for that service.

29. Additional Services and Products. From time to time we may offer additional services and/or products with associated terms and conditions or terms of use. If you purchase and/or use these services or products you agree to be bound by such associated terms and conditions or terms of use, which are incorporated herein by reference.

30. Use of GPS Tracking Devices. We use GPS tracking devices to track or locate cars which may be late for their scheduled return, reported stolen, suspected of being lost, stolen, or abandoned or as may be required or requested by law enforcement, or to identify cars which have been damaged and may require roadside assistance, when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services. You should have no expectation of privacy or confidentiality as to the places where the car is driven while rented to you.

For a copy of our Privacy Notice, please contact us at 1-407-374-9402 or mail us at PO box 1062, Canovanas, PR 00729

31. Connected Car & Location Data.

Equipment. Certain cars contain devices that monitor the car's condition, performance and operation, track fuel consumption, distance travelled, location and other information (the "Connected Car Data"), and may transmit such Connected Car Data to us, our third party providers and/or the car manufacturer. Some or all of these communications are turned on all the time, even when other services or other media in the car are turned off.

We cannot guarantee that a car without these features will be available at your time of rental.

These devices may have been installed by us, on our behalf, or by the car manufacturer. If the devices are installed by the car manufacturer, the car manufacturer will process the Connected Car Data in accordance with its privacy notice. We do not provide the car manufacturer with your personally identifiable information ("PII"), unless authorized by you, or is necessary in connection with the provision of services provided through such car manufacturer, or is required by law. We may enter into agreements with car manufacturers to receive some or all of the Connected Car Data collected by these devices. We may use a third party to process the Connected Car Data on our

behalf. We do not provide the third party processor with your PII, unless authorized by you, necessary in connection with the provision of services provided through such third party, or required by law. You agree that by proceeding to rent a Connected Car equipped vehicle you will be bound by the terms and conditions of the vehicle manufacturer's connected car services agreement and privacy policy regarding Connected Car Data collection, use, sharing and retention. You should review the vehicle manufacturer's website for details regarding their connected car terms and conditions and privacy policy.

Uses. If equipped and where permitted by law, we use these devices and the Connected Car Data for some or all of these purposes: (i) to provide certain aspects of our services to you e.g. remote lock/unlock, remote disable engine/cancel ignition, and automatically transmit vehicle data such as location, odometer, fuel level and other data during the rental; (ii) to manage your car rental e.g. start your rental, exchange or upgrade your car; (iii) to enable us to better understand how our cars are being used; (iv) to optimize our operations; (v) to assist in the handling of any liability or property damage claims; (vi) to provide roadside assistance services; (vii) to assist in the recovery of cars which are overdue, lost or reported stolen, or suspected of being lost or stolen; (viii) to develop new products and services and enhance our existing products and services; (ix) to respond to requests from law enforcement and/or regulatory authorities; (x) as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services, (xi) to protect the rights and/or property of Sunshine Transport of PR or third parties; (xii) when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or in other circumstances in which we reasonably believe our cars are being or have been used in violation of law or otherwise in the commission of a crime; and (xiii) to comply with law. Connected Car Data is collected, used, retained & disclosed for purposes stated in the Privacy section below.

Privacy. We collect, use and share your PII with Sunshine Transport of PR System affiliates, licensees and other third parties to: (a) provide and administer the services you request, including use of corporate discounts and loyalty programs; (b) carry out relevant identity, fraud, security, driving license and credit checks; (c) maintain, develop and improve the administration and management of our services; (d) protect our interests and enforce our rights, including pursuing available remedies or limiting damage that we may sustain; (e) protect the rights, privacy, safety and/or property of you and others; (f) comply with or as permitted by law; and (g) provide you with information about goods and services we think may interest you, unless you opt out. You may limit the use and sharing of your PII for marketing purposes, and you may access or correct your PII. Also see the Connected Car & Location Data section above. This information may be used by us during and after the rental period (if applicable law allows). To provide you services or in the course of our business operations, we may need to transfer your PII to locations outside of the country where you rented the car, and your PII may be subject to laws of other countries. By accepting these Terms and Conditions, you consent to your personal data being exported to countries other than the country where you rented the car, including to the United States of America. By requesting and using our services, you expressly agree to our collection, use and sharing of your PII for as long as the law allows. For more detail about our privacy practices please see the full Privacy Notice which may be obtained at www.SunshineTransportofPR.com/privacy or by writing to Privacy Office, Sunshine Transport of PR Budget Group Inc., 6 Sylvan Way, Parsippany, NJ 07054.

Download of Your Address Book and Other Information from Your Mobile Device. Some of our vehicles allow you to connect your personal phone or device via Bluetooth to the vehicle's electronic system. If you choose to do so, the vehicle may automatically load your address book, store your incoming, outgoing and missed telephone calls, and other information from your device. You should follow the steps displayed on the vehicle system screen to delete this information and the device from the vehicle's memory. Sunshine Transport of PR is not responsible for assuring the privacy of any such information, and cannot guarantee that other persons you do not authorize will gain access to this information after you return the vehicle.

32. Other Important Provisions. We may transfer our rights and obligations under these Terms and

Conditions to another party, but this will not affect your rights or the obligations of the provider under the Rental Agreement. You may only transfer your rights or obligations under these Rental Terms and Conditions to another person if we agree in writing. If we fail to insist that you perform any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. Each of the provisions of the Rental Agreement operate separately. If any court or competent jurisdiction decides that any discrete provision of them is unlawful or unenforceable, the remaining provisions will remain in full force and effect.

33. Cooperation. You agree to cooperate and coordinate with Sunshine Transport of PR generally and to take any actions Sunshine Transport of PR reasonably requests in connection with (i) this Rental Agreement, (ii) your use and return of the car, and (iii) any disputes, actions, proceedings, suits, and investigations related to this Rental Agreement or your use of the car, including without limitation, execution and delivery of any documents Sunshine Transport of PR reasonably requests, giving testimony under oath, and taking any other actions Sunshine Transport of PR reasonably requests related to this Rental Agreement or your car rental.

LIABILITY FOR DAMAGE AFTER THE RENTAL CAR HAS BEEN STOLEN

If a person who drives the rental car without your authorization causes damage to the car, you may be liable for the damage as though you or an authorized driver was driving the car unless you do all of the following:

- (1) Refrain from leaving the ignition key in the car when you are not in the car.
- (2) Always keep the ignition key in your possession.
- (3) Immediately report to the local police if you learn the car has been stolen, or that an unauthorized person is driving the car.
- (4) Cooperate fully with the local police by providing any information you know that may be helpful.

INSURANCE OR CREDIT CARD COVERAGE

Liability for any damage may be covered by your personal insurance policy or credit card agreement. Check your insurance policy or credit card agreement about coverage.

DAMAGE WAIVER COVERAGE

A damage waiver is not insurance coverage. If you purchase a damage waiver for the cost set forth in the Rental Agreement, we will waive our right to hold you or any authorized driver liable for damage. Even if you buy a damage waiver, you and any authorized driver will remain liable for damage if you violate paragraph 15, or any of the following apply:

- (1) You cause, or any authorized driver causes, the damage intentionally or by reckless or wanton misconduct.
- (2) The damage occurs while you, or any authorized driver, operates the car in this state while under the influence of an intoxicant or other drug, as described by the laws of this state.
- (3) The damage occurs while you, or any authorized driver, operates the car in another state while under the influence of an intoxicant or other drug, as described by the laws of that state.
- (4) The damage occurs while you, or any authorized driver, is engaged in a race, speed, or endurance contest.

Eligibility

Eligibility, and verification: The Services are intended solely for persons who are 21 or older. Any use of the Services by anyone that does not meet these age requirements is expressly prohibited.

Verification: Where permitted, Sunshine Transport has the right, but not the obligation, to undertake screenings, checks, and engage in processes designed to (1) help verify the identities or check the backgrounds of users, including driving history and driver's license validity and (2) verify vehicle details. Sunshine Transport does not endorse any vehicle, user, or a user's background, or commit to undertake any specific screening process. Sunshine Transport may in its sole discretion use third-party services to verify the information you provide to us and to obtain additional related information and corrections where applicable, and you hereby authorize Sunshine Transport to request, receive, use, and store such information. Sunshine Transport may permit or refuse your request to book or list a vehicle in its sole and absolute discretion. Sunshine Transport may, but does not commit to, undertake efforts to ensure the safety of vehicles shared through the Services. We do not make any representations about, confirm, or endorse the safety, roadworthiness, or legal status of any vehicles beyond our policies that require hosts to ensure their vehicles are in safe and operable condition, legally registered to be driven on public roads, have a clean title (e.g., non-salvaged/non-branded/non-washed/non-written off), not subject to any applicable safety recalls, and otherwise satisfy our eligibility requirements.

Consumer Report Authorization. When you attempt to book or list a vehicle, or at any time after where Sunshine Transport reasonably believes there may be an increased level of risk associated with your Sunshine Transport Account, you hereby provide Sunshine Transport with written instructions and authorize Sunshine Transport, in accordance with the Fair Credit Reporting Act, applicable consumer reporting laws, or any similar laws to obtain your personal and/or business auto insurance score, credit report, and/or conduct a background check, including a criminal background check where permissible under applicable law.

Fees

Fees, taxes: The fees we charge for using the Services and other cost structures will be itemized at checkout for guests. You can verify the amount for your trip at checkout before you submit your trip request. Hosts can verify earnings by call host support at 1-863-777-9325 and learn more about earnings breakdown. When you provide Sunshine Transport a payment method, you authorize Sunshine Transport, or third-party service providers acting on Sunshine Transport's behalf, to store your payment credential for future use in the event you owe Sunshine Transport any money. You authorize Sunshine Transport to use stored payment credentials for balances, including for Trip costs, host fees, and guest fees (e.g., late fees, security deposits, processing fees and claims costs, and related administrative fees).

Collection of fees

Sunshine Transport and its service providers will employ all legal methods available to collect amounts due, including the engagement of collection agencies or legal counsel. Sunshine Transport, or the collection agencies we retain, may also report information about your Sunshine Transport Account to credit bureaus. As a result, late payments, missed payments, or other defaults on your Sunshine Transport Account may be reflected in your credit report. In addition to the amount due, delinquent accounts or chargebacks will be charged with fees and/or charges that are incidental to the collection of delinquent accounts or chargebacks including, but not limited to, collection fees, convenience fees, and/or other third party charges. If you wish to dispute the information Sunshine Transport reported to a credit bureau (i.e., Experian, Equifax, or TransUnion), please contact reservations@sunshine-transport-pr.com If you wish to dispute the information a collection agency reported to a credit bureau regarding your Sunshine Transport Account, you must contact the collection agency directly.

Taxes

In certain jurisdictions, Sunshine Transport may enable the collection and remittance of certain taxes from or on behalf of guests or hosts, based on existing and future tax regulations, including marketplace facilitator or car sharing regulations. The amount of taxes, if any, collected and remitted by Sunshine Transport will be visible to, and separately stated, to both guests and hosts on their respective trip related documents and invoices. Where Sunshine Transport is facilitating the collection and remittance of taxes, hosts are not permitted to collect the same taxes on the Services in relation their vehicle sharing in that jurisdiction.

Sunshine Transport Content and User Content License. Subject to your compliance with the provisions of these Terms, Sunshine Transport grants you a limited, revocable, non-exclusive, non-transferable license, to access and view any Sunshine Transport and/or user content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Sunshine Transport or its licensors, except for the licenses and rights expressly granted in these Terms.

User Content. We may, in our sole discretion, permit you to post, upload, publish, submit or transmit content through the Services such as photographs of you and your vehicle(s), reviews, feedback, and descriptions of you, your vehicle, or trip. By making available any content on or through the Services, or through Sunshine Transport promotional campaigns, you grant Sunshine Transport a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such content on, through, by means of, or to promote or market the Services. Except as described above with respect to Sunshine Transport photography provides to hosts, Sunshine Transport does not claim any ownership rights in any such content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such content.

Copyright Protection. We respond to notices of alleged copyright infringement and terminate Sunshine Transport Accounts of repeat infringers according to the process set out in the US Digital Millennium Copyright Act and similar laws. If you think a user is violating your copyright(s) and want to notify us, you can email sonia@sunshine-transport-pr.com.

Prohibited activities

In connection with your use of or access to the Services, 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
- Infringe, reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to Sunshine Transport, or that comes from the Services and belongs to another Sunshine Transport user or to a third party, including works covered by any copyrights, trademark, patent, or other intellectual property, privacy, publicity, moral, or contractual rights, except with prior express written permission of Sunshine Transport.

Dilute, tarnish, or otherwise harm the Sunshine Transport brand in any way, including:

- Through unauthorized use of the Services and/or user content
- Registering and/or using "Sunshine Transport" 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 Sunshine Transport domains, trademarks, taglines, promotional campaigns, or Sunshine Transport and/or user content

Provide or submit any false or misleading information, including:

- False name, date of birth, driver's license details, payment method, insurance, or other personal information
- In relation to a claim (for example about damage to a vehicle)
- By registering for a Sunshine Transport Account on behalf of an individual other than yourself
- Impersonating any person or entity, or falsifying or otherwise misrepresenting 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 Sunshine Transport or another user
- Fail, as either a guest or host, to timely deliver, make available, or return any vehicle and optional Extras,

unless you have a valid reason

- Use the Services to find a host or guest, and then complete a transaction partially or wholly independent of the Services, for any reason including but not limited to circumventing the obligation to pay any fees related to Sunshine Transport's provision of the Services (aka, gray market transactions, which do not necessarily require the exchange of money)
- Transfer your Sunshine Transport Account and/or user ID to another party without our consent
- Leave a vehicle unlocked or running with the keys inside, except where instructed to do so directly by Sunshine Transport in certain limited circumstances

Harm or threaten to harm users of our community, including:

- Harass, stalk, or defame any other Sunshine Transport user or collect or store any personally identifiable information about any other user other than for purposes of transacting as a host or guest in accordance with these Terms
- Engage in physically or verbally abusive or threatening conduct
- Use the Services to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information, payment method details, or account numbers
- Treat anyone differently based on the way they look, who they love, what they believe, how they self-identify, where they are from, or when they were born. Discrimination of any kind is not tolerated in the Sunshine Transport community
- Sue or assert legal claims against Sunshine Transport or a Sunshine Transport user in any manner prohibited or waived by these Terms

Use the Services for your own unrelated purposes, including to:

- Contact another Sunshine Transport user for any purpose other than in relation to a booking, vehicle, listing, or the use of the Services by such user
- Commercialize any content found on the Services or software associated with the Services, including reviews
- Harvest or otherwise collect information about users without their and our consent
- Recruit or otherwise solicit any user to join third-party services or websites that are competitive to Sunshine Transport, without our prior written approval

Interfere with the operation of the Services, including by:

- Interfering with any other user's listings
- Entering into an Sunshine Transport transaction with a member of your family, household, friend, colleague, or acquaintance
- Using the Services in connection with the distribution or posting of unsolicited commercial messages (e.g., spam)
- 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 the Services, or harm Sunshine Transport 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 the Services to create or compile, directly or indirectly, a collection, compilation, database, directory, or the like, whether by manual methods, or through the use of bots, crawlers, spiders, or otherwise
- Using, displaying, mirroring, or framing the Services or any individual element within the Services, Sunshine Transport's name, any Sunshine Transport trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without Sunshine Transport's express written consent
- Accessing, tampering with, or using non-public areas of the Services, our computer systems, or the technical delivery systems of our service providers

- Attempting to probe, scan, or test the vulnerability of any of our system or network or breach any security or authentication measures
- Avoiding, bypassing, removing, deactivating, impairing, descrambling, or otherwise circumventing any technological measure implemented by Sunshine Transport or any of our service providers or any other third party (including another user) to protect the Services
- Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way using the Services to send altered, deceptive, or false source-identifying information
- Attempting to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services
- Endeavoring to circumvent a suspension, termination, or closure of your Sunshine Transport Account or the account of another Sunshine Transport user, including, but not limited to, creating a new Sunshine Transport Account or listing vehicles affiliated with or registered to a Sunshine Transport Account holder that has been suspended, terminated, or closed

Other legal matters

Violations. Sunshine Transport 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.

Sunshine Transport reserves the right, at any time and without prior notice, in accordance with applicable law, to remove or disable access to any content that Sunshine Transport, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Services or our community. If we believe you are abusing Sunshine Transport, our users, or any other person in any way or violating the letter or spirit of any of these Terms, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your Sunshine Transport Account and access to the Services, remove hosted content, deny a damage claim, remove or demote your listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using the Services.

Additionally, we reserve the right to refuse or terminate access to the Services to anyone for any reason at our discretion to the full extent permitted under applicable law.

Policy enforcement. When an issue arises, we may consider the user's performance history and the specific circumstances in applying our Policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing, subject to our sole and absolute discretion.

Communications with you. In order to contact you more efficiently, you agree that we may at times contact you using autodialed or prerecorded message calls or text messages at your phone number(s). We may place such calls or texts primarily to confirm your signup, provide

notices regarding your Sunshine Transport Account or Sunshine Transport Account activity, investigate or prevent fraud, collect a debt owed to us, or communicate urgent messages. We may share your phone number(s) with service providers with whom we contract to assist us in pursuing these interests. We will not share your phone number(s) with third parties for their own purposes without your consent. Standard telephone minute and text and data

charges may apply. Where Sunshine Transport is required to obtain your consent for such communications, you may choose to revoke your consent.

You authorize Sunshine Transport and its service providers, without further notice or warning and in our discretion, to monitor or record telephone conversations you or anyone acting on your behalf has with Sunshine Transport or its agents for quality control and training purposes. You acknowledge and understand that your communications with Sunshine Transport may be overheard, monitored, or recorded without further notice or warning. If you do not wish to have your call recorded, please contact us at reservations@sunshine-transport-pr.com.

Non-disparagement. The Parties agree that they will not take any action that will harm the reputation of the other Party, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the other Party.

Insurance and protection plans. Sunshine Transport is not an insurance company and does not insure hosts or guests. All vehicles are privately insured and shared with customers through the Sunshine Transport

Security program. This is a mandatory fee that is required in order to reserve one of our vehicles and can not be substituted with the customer personal insurance under any circumstances. Sunshine Transport Security Service Covers: - Road Side Assistance - Damages Caused by the Driver to other vehicles, up to \$4,500.00 - Bodily Injury 100,000/300,000 per person/per occurrence - Property Damage 50,000 per accident - Damages to the auto with a deductible of \$250.00

Specific terms for guests

The following sections also apply if you book a vehicle using the Services:

Guest commitments

As a guest, you commit that you will be a legally licensed driver and provide proof to the host or via the Services of a current, valid driver's license. You 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. You will not allow anyone other than a person listed in the trip details as an Approved Driver to drive the vehicle you booked.

Guest Payment

Guest are allowed to pay for our service use paypal or any major debit/credit card and will fall under Paypal and Stripe Privacy Policy. When picking up your vehicle a credit/debit card is

needed to be left on file until your reservation is completed. You agree that Sunshine Transport can charge the debit/credit card associated with your reservation for any damages or other fees to the vehicle. We will email you a written notice of the charges. You can read more on our handling of sensitive information in our "Privacy Policy"

Guest financial responsibility for physical damage to the vehicle

The guest that booked the trip ("primary guest") is financially responsible for all physical damage to or theft of a booked vehicle that occurs during a trip, plus any additional costs and fees resulting from damage of any kind to the vehicle, regardless of who is found to be at fault. Although all of the vehicles are insured privately, the primary guest understands that that if the insurance is used, they will be charged 250\$ from their security deposit in order to cover deductible charges.

Use of the vehicle

When you book a vehicle on the Services, you must use the vehicle only for your personal use and not for any commercial purposes (e.g. driving other passengers for a fee such as through Uber or Lyft or delivering food or other packages) unless you have express written permission from Sunshine Transport's Legal Department in advance. You may not access a vehicle until the trip start time and you must return the vehicle on time and to the correct location. You must present the host with a current, valid driver's license. You must exercise reasonable care in your use of the vehicle. You are required at all times to operate the vehicle safely, and in compliance with all applicable laws, including without limitation, speed limits and prohibitions on impaired or distracted driving. In the event Sunshine Transport has any concern about your use of a vehicle, Sunshine Transport may terminate your trip in its discretion at any time and require the return of the vehicle, including recovering the vehicle on behalf of the host. You are required to wear seat belts during the operation of the vehicle and to require that all of your passengers wear seat belts. You are also required to meet any laws or regulations concerning child safety seats and other protections for children. You must not leave the car unlocked or with the keys unsecured (such as in the ignition). You must not engage in any prohibited uses with any vehicle you book through the Services. The prohibited uses list is not meant to be exhaustive. If you have any concerns about your planned use, please contact reservations@sunshine-transport-pr.com. If you misuse a vehicle, you will be fully financially responsible for any related claims, loss, or damage, and your protection plan may be voided. Guests also acknowledge that using a vehicle in a prohibited manner or otherwise breaching the Agreement may lower available liability coverage to legal minimum limits, or nullify coverage, and may furthermore nullify any comprehensive or collision protection and/or protection plan where allowed by applicable law.

Vehicle Tracking

All vehicles associated with Sunshine Transport, using Bouncie in order to track vehicles and will not be disabled by the user under any circumstances. All guest booking a vehicle with Sunshine Transport agrees

to be tracked solely for vehicle performance and security reasons.

Information obtained from these tracking devices is protected from by the Privacy Act of 1974 and Bounce's Terms and Agreement associated with information gathering from their ODBs port. The information obtained will only be access if and only there is a reason to believe the safety of the guests, or the vehicle have been comprised.

Condition of the vehicle and optional Extras

You understand that third parties own the vehicles and Extras offered through the Services. Each host is responsible for complying with all legal requirements (including ensuring the vehicle is registered and insured) and maintaining their vehicle(s) in safe and roadworthy condition. Please complete a visual inspection before you begin your use of the vehicle. If you find damage in your initial inspection, you should annotate it and submit pictures via the initial inspection form prior to you signing and accepting the vehicle. If you find damage on your initial inspection and fail to report it, Sunshine Transport, third-party administrators, or insurance partners, may assume that the damage occurred during your reservation period. If, after your initial inspection, you believe that the vehicle is not safe to drive, please do not use the vehicle; instead, please contact the Sunshine Transport team immediately at 1-863-777- 9325.

No responsibility for shared vehicles

You acknowledge that Sunshine Transport is not responsible and shall not be liable for the safety, roadworthiness, or legal status (e.g., whether the vehicle is legally registered or the subject of a stolen vehicle report) of any vehicles shared via the Services beyond our policies that require hosts to ensure their vehicles are in safe and operable condition, legally registered to be driven on public roads, not subject to a missing or stolen vehicle report, have a clean title (e.g., non-salvaged/non-branded/non-washed/non-written off), not subject to any applicable safety recalls, and otherwise satisfy our eligibility requirements.

Incident reporting

You must immediately report any damage to the vehicle you are using to Sunshine Transport at reservations@sunshine-transport-pr.com, or 1-863-777-9325 or your Host contact information. If there has been a collision, you must also make a report to the police. You will need to use all reasonable efforts to secure evidence from any available witnesses and to provide Sunshine Transport or third-party claims administrators with a written description of the incident and any other information requested, including identity and insurance information of any parties involved in the incident. You are also required to cooperate in any loss investigation conducted by Sunshine Transport, third party claims administrators, or insurers. After an incident, you may not continue to use the vehicle unless you have the explicit

permission of Sunshine Transport staff. Failure to timely report an incident or cooperate in an investigation may reduce or invalidate any protection plan received via the Services.

Vehicle theft

The following conduct may result in the reporting of the vehicle you have booked as stolen to law enforcement, possibly subjecting you and any other driver to arrest, and civil and/or criminal penalties, and the voiding of your protection plan:

- If you fail to return the vehicle you booked at the time and place agreed upon with the host and/or designated in your reservation
- If you do not return the vehicle by the end of the reservation period and you have not properly obtained an extension of the reservation through the Services as set forth
- If the vehicle is returned to any place other than the return location on the reservation or agreed upon with the host. Any damage to, or loss or theft of, a vehicle occurring prior to the host inspecting the vehicle upon return at the end of the reservation is the guest's responsibility
- If you misrepresent facts to the host pertaining to booking, use, or operation of vehicle
- If the vehicle's interior components are stolen or damaged or the vehicle itself is stolen or damaged when the vehicle is left unlocked or running or unattended with the keys not secured during reservation period
- If you fail or refuse to communicate in good faith with the host, police, Sunshine Transport, or other authorities with a full report of any accident or vandalism involving the vehicle or otherwise fail to cooperate in the investigation of any accident or vandalism
- If the vehicle is operated by anyone who has given a fictitious name, false address, or a false or invalid driver's license, whose driver's license becomes invalid during the reservation period, who has obtained the keys without permission of the host, or who misrepresents or withholds facts to/from the host or Sunshine Transport material to the booking, use, or operation of vehicle

The primary guest who books the reservation is responsible for any private investigation costs Sunshine Transport deems necessary to recover a vehicle that is not returned. In addition, a

\$1000 case administration fee will be imposed on the primary guest if Sunshine Transport and/or the host has to report a vehicle as stolen to law enforcement due to it not being returned.

Repossession. Sunshine Transport, a hired agent of Sunshine Transport, or the host may repossess any vehicle booked through the Services without demand, at the guest's expense, if

the vehicle is not returned by the end of the reservation, is found illegally parked, apparently abandoned, or used in violation of applicable law or these Terms.

Missing Vehicles. If a vehicle you have booked through the Services goes missing and/or is stolen during the reservation period (or extension period), you must immediately return the original ignition key to the host, file a police report immediately after discovering the vehicle is missing or stolen, but in no event more than 24 hours after discovering it has gone missing, and cooperate fully with the host, law enforcement, Sunshine Transport, and other authorities in all matters related to the investigation.

Trip Cost

Trip price

This is a vehicle's listed rate multiplied by the trip length. Hosts can set a standard rate for all calendar days or set different prices for different days. The Trip price you see always reflect the vehicle's daily rate for your chosen travel dates. If your dates are not full days than you will be charged an hourly rate.

Trip Fee

The trip fee is a percentage of the trip price. It's calculated at checkout by Turo and varies dynamically based on the expected cost of each trip. Several factors unique to each trip can influence the trip fee calculation. These include the vehicle's value (a higher-value vehicle may incur a higher trip fee), lead time of booking (trips booked further in advance can lower the associated trip fee), trip duration (shorter trips contribute to a higher trip fee, while longer trips can help reduce the trip fee), and more.

Sunshine Transport Security

This is the cost of the protection plan you choose. This will cover bodily injury and damages to property, direct damages to vehicles as a result of collision, theft, vandalism, etc., and will cover roadside assistance. The deductible will only be 250\$.

Delivery

This is the amount a host charges to pickup and drop off a vehicle. That single listed fee covers delivery at the start and end of a trip.

Extras

This is the cost to buy optional convenience or physical items some hosts offer. These include conveniences such as unlimited tolls and items such as bicycles, tents, and the like.

Hosts set their own price for Extras.

Security deposit

This is the cost to book a trip and will vary depending on the value of the car. Neither Sunshine Transport nor hosts can waive or remove these deposits. Security Deposits are returned to the customer with 5-7 Business Days after the end of the trip.

Taxes

Puerto Rico requires Sunshine Transport to collect a tax for trips that begin or end in Puerto Rico. Puerto Rico requires Sunshine Transport to collect the PR Sales tax of 11.5% on services Sunshine Transport provides.

Other Fees

These fees are only applied when needed:

1. Lost Key: 200\$ (400\$ for smart key)
2. Excessive Cleaning Required: 60\$ (stains, smoke, pet hairs, etc...(additional charges)
3. Smoking: 100\$ (Smoking of any material is strictly prohibited in our vehicles, including e-cigarettes and vaporizers)
4. Pets: 100\$ (Service pets are only allowed. Always be with a pet seat belt or approved carriers)
5. Towing: \$250.00 (process expenses + haul costs + day care + and/or subpoena)
6. Violations/Fines/Infringements: \$30.00 + ticket pay price
7. Damage to vehicle: Customer is 100% liable for all damages, if they do not select a protection plan.
8. Breaches of Terms and conditions (T&C)s: up to \$1,500 (every time you violate these T&Cs in any respect)
9. Full to Full Policy: 10\$/gallon if vehicle is turned in at other level that is different from the initial inspection.

Dispute resolution

Dispute resolution for hosts and guests residing in the United States

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS A MANDATORY ARBITRATION PROVISION AND THEREFORE AFFECTS YOUR RIGHTS AND GOVERNS HOW CLAIMS YOU AND Sunshine Transport HAVE AGAINST EACH OTHER ARE RESOLVED.

Subject to applicable law, the Parties agree that any disputes or claims between us relating in any way to, or arising out of, this or previous versions of these Terms, your use of or access to the Services, or any breach, enforcement, or termination of the Agreement will be resolved in accordance with the provisions set forth in this Dispute resolution for hosts and guests residing in the United States section.

Pre-arbitration dispute resolution. Should a dispute or claim arise between us, you and Sunshine Transport agree to notify the other Party of the nature of the dispute or claim prior to initiating arbitration, and the Parties will attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact us by email at reservations@sunshine-transport-pr.com. Please provide your name, phone number, email, mailing address, and briefly describe both the nature of your dispute and the relief you would like from Sunshine Transport. If the Parties are unable to resolve the claims described in the notice within 30 days after the notice is sent, then the Party intending to pursue arbitration agrees to notify the other Party via email prior to initiating the arbitration.

Applicable law. The below Agreement to Arbitrate evidences a transaction involving interstate commerce and is therefore governed by the Federal Arbitration Act and the applicable procedural rules of FairClaims or AAA, as applicable (see "Arbitration procedures" below). To the extent state law is applicable to the Agreement to Arbitrate, the Parties agree that the substantive law of Puerto Rico will apply, without regard to its conflict of law provisions.

Agreement to Arbitrate. The Parties each agree that any and all disputes, claims, or controversies that have arisen or may arise at any time between you and Sunshine Transport (including its respective subsidiaries, employees, officers, directors, agents, third-party insurance brokers or products, and third-party claims administrators) will be resolved by binding arbitration according to the procedure set forth below. For the purpose of this Agreement to Arbitrate, "disputes," "claims," and "controversies" shall have the broadest possible meaning that will be enforced and includes, any and all disputes and/or claims that arise out of or in any way relate to your relationship with Sunshine Transport, including but not limited to: (1) your use of the Services, (2) the Agreement, these Terms and/or this Agreement to Arbitrate, including the interpretation, validity, enforceability, or scope of this Agreement to Arbitrate, or (3) your use of, or access to the Services, and anything sold, offered, or purchased through the Services (such as booking, listing, or sharing a vehicle). Through this Agreement to Arbitrate, and subject to the below exceptions, the

Parties intend to arbitrate all disputes or claims regardless of whether they are based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory and regardless of whether they arose or accrued before the Parties entered into this Agreement to Arbitrate. For avoidance of doubt, the Parties expressly agree that this Agreement to Arbitrate encompasses all disputes or claims pertaining to the validity, enforceability, or scope of this Agreement to Arbitrate and any such disputes or claims will be referred to binding arbitration and will be resolved by the arbitrator and not a court.

Exceptions to Agreement to Arbitrate The only exceptions to this Agreement to Arbitrate are as follows:

- Disputes or claims that can be brought in small claims court
- Injunctive or equitable relief to prevent the actual or threatened infringement, misappropriation, or violation of a Party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. However, the Parties agree that any court proceedings shall be stayed pending the final resolution in arbitration of any arbitrable claims or issues
- Any cause of action or claim for relief which cannot be arbitrated as a matter of applicable statute or public policy. However, the Parties agree that any such court proceedings shall be stayed pending the final resolution in arbitration of any arbitrable claims or issues
- In the event Puerto Rico law is found to apply to this Agreement to Arbitrate, any remedy of public injunctive relief (i.e., injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public). However, the Parties agree that any such court proceedings shall be stayed pending the final resolution in arbitration of arbitrable claims, causes of action, or issues

Arbitration procedures. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. An arbitrator can award the same damages and relief on an individual basis that a court can award to an individual.

In all cases in which a live hearing is requested or required, you and/or Sunshine Transport may attend by video or phone. To the extent a location must be established for the arbitration, it shall be held in the county in which you reside or at another mutually agreed location.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users but is bound by rulings in prior arbitrations involving the same Sunshine Transport user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Where permitted, the Parties agree that all communications, evidence, and rulings in the arbitration will remain confidential, except as reasonably necessary to enforce or implement such rulings or this Agreement to Arbitrate.

Costs of arbitration. If you initiate arbitration proceedings, you will be responsible for certain costs. Where the relief sought is \$25,000 or less (not including attorneys' fees and expenses), you will be responsible for the initial filing fee, capped at \$375, and Sunshine Transport will cover any additional fees or costs. Where the relief sought is \$25,001 or more (not including attorneys' fees and expenses), you and Sunshine Transport will each pay your own arbitration fees.

Severability. With the exception of the provisions in the below section "Prohibition of class and representative actions and non-individualized relief," if an arbitrator or court decides that any part of the Agreement to Arbitrate is invalid or unenforceable, the other parts of the Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in the section "Prohibition of class and representative actions and non-individualized relief" is invalid or unenforceable, then the entirety of the Agreement to Arbitrate shall be null and void. The remainder of the Agreement, these Terms, and dispute resolution section will continue to apply.

Right to opt-out of arbitration; procedure. IF YOU ARE A NEW Sunshine Transport USER, YOU CAN CHOOSE TO OPT-OUT OF THE AGREEMENT TO ARBITRATE BY EMAILING US AN OPT-OUT

NOTICE TO reservations@sunshine-transport-pr.com("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE RECEIVED WITHIN 30 DAYS AFTER THE DATE YOU ACCEPT THESE TERMS FOR THE FIRST TIME OR THE COMMENCEMENT OF YOUR FIRST TRIP ON Sunshine Transport AS A

GUEST OR HOST, WHICHEVER DATE IS EARLIEST. In order to opt-out, you must email your full name,

address (including street address, city, state, and zip/postal code), and email address(es) associated with your Sunshine Transport Account to reservations@sunshine-transport-pr.com.

This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other provisions of the Agreement will continue to apply to you.

Future amendments to the Agreement to Arbitrate. Notwithstanding any provision in these Terms to the contrary, the Parties agree that if Sunshine Transport makes any amendment to the Agreement to Arbitrate in the future, that amendment shall not apply to any claim that you filed against Sunshine Transport prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between the Parties. If you do not agree to the amended terms, you may close your account within 30 days of our posting or notification and you will not be bound by the amended terms; provided that the Parties will arbitrate any dispute in accordance with the provisions of the Agreement to Arbitrate as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms). Once you have submitted a valid Opt-Out Notice to Sunshine Transport, you do NOT need to submit another one when these Terms are subsequently updated. Your first Opt-Out Notice will serve as a valid as to future versions of these Terms.

Judicial forum for legal disputes not subject to arbitration. Unless the Parties agree otherwise, in the event that the Agreement to Arbitrate is found not to apply to you or to a particular claim or dispute, whether (1) as a result of your decision to opt out of the Agreement to Arbitrate, (2) as a result of a decision by the arbitrator or a court order, or (3) if one of the above exceptions to the Agreement to Arbitrate applies, you agree that any claim or dispute that has arisen or may arise between the Parties will be resolved exclusively by a state, federal, or small claims court located in San Juan, Puerto Rico. The Parties agree to submit to the personal jurisdiction of a state court located in San Juan, Puerto Rico. The Parties agree that the substantive law of Puerto Rico will apply to any such claim or dispute without regard to conflict of law provisions.

Prohibition of class and representative actions and non-individualized relief. THE PARTIES AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, WHETHER IN COURT OR ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT OR ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE COURT OR ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS, SUBJECT TO THE ABOVE EXCEPTION ALLOWING PUBLIC INJUNCTIVE RELIEF TO BE SOUGHT IN COURT BUT ONLY IF THAT EXCEPTION IS FOUND TO APPLY.

Termination

General provisions

You may discontinue your use of the Services at any time and Sunshine Transport may terminate your access to the Services and remove any listings for any reason or no reason to the extent permissible under applicable law. Termination of access to the Services will not release a Party from any obligations it incurred prior to the termination and Sunshine Transport may retain and continue to use any information, including but not limited to photography, previously provided by you. Termination of the Agreement will not have any effect on the disclaimers, waiver or liability limitations, or legal disputes provisions under the Agreement and/or any fees due, and all of those terms will survive any termination of the Agreement.

No vehicle transfer or assignment

Except as otherwise provided herein, guests and hosts agree that nothing in these Terms constitutes an actual or purported transfer or assignment of any right or interest in a vehicle or optional Extras shared

through the Services.
Disclaimers

Sunshine Transport PROVIDES SERVICES THAT ENABLE THE SHARING OF VEHICLES AND OPTIONAL EXTRAS BETWEEN HOSTS AND GUESTS. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, Sunshine Transport DOES NOT ITSELF PROVIDE VEHICLE SHARING, RENTAL SERVICES, AND/OR INSURANCE SERVICES AND IS NOT RESPONSIBLE FOR ANY OF THE ACTS OR OMISSIONS OF ANY OF THE USERS OF ITS SERVICES, THE MANUFACTURER OF THE VEHICLE OR ANY OPTIONAL EXTRAS, OR ANY THIRD PARTY PROVIDER OF SERVICES (E.G. IN-VEHICLE GPS OR OTHER SYSTEMS). THE SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT LIMITING THE FOREGOING, Sunshine Transport EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON- INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF

TRADE. Sunshine Transport makes no warranty that the Services, including, but not limited to, the listing and/or any vehicle or optional Extra, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Sunshine Transport makes no warranty regarding the quality of any listings, vehicles, hosts, guests, Extras, the Services, or any content or the accuracy, timeliness, truthfulness, completeness, or reliability of any content obtained through the Services. No advice or information, whether oral or written, obtained from Sunshine Transport or its service providers or through the Services or content, will create any warranty not expressly made herein.
Limitation of liability and waiver

YOU WAIVE AND DISCHARGE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST Sunshine Transport AND ANY OF ITS SUBSIDIARIES, DIRECTORS, OFFICERS, AGENTS (INCLUDING THIRD-PARTY ADMINISTRATORS, INSURANCE PRODUCERS, AND INSURANCE PROVIDERS), OR EMPLOYEES (TOGETHER, THE "Sunshine Transport PARTIES") AND ANY Sunshine Transport USER FOR ANY DAMAGES OR LOSSES, WHETHER DUE TO NEGLIGENCE OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE FOLLOWING: (1) VEHICLE AVAILABILITY (E.G., A VEHICLE NOT BEING AVAILABLE OR RETURNED WHEN IT WAS SUPPOSED TO BE), (2) PROBLEMS WITH A VEHICLE (E.G., ANY MALFUNCTION OF OR DEFICIENCY WITH A VEHICLE), (3) VEHICLE WARRANTY ISSUES (E.G., ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY ANY MANUFACTURER OR OTHER THIRD PARTY ASSOCIATED WITH THE VEHICLE), (4) THE LEGAL OR LICENSE STATUS OF A VEHICLE, HOST, OR GUEST, (5) THIRD PARTY ASSESSMENTS OF A VEHICLE'S VALUE, OR (6) ANY ACTION OR INACTION OF A HOST OR GUEST.

YOU AGREE THAT NEITHER Sunshine Transport NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, DATA, OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR CONNECTION WITH THE FOLLOWING: (1) THE AGREEMENT, (2) THE SERVICES (INCLUDING LISTING OR BOOKING OF ANY VEHICLE OR OPTIONAL EXTRA VIA THE SERVICES), OR

(3) INABILITY TO USE THE SERVICES.

Except for our obligations to pay amounts to applicable hosts or guests pursuant to these Terms, including an approved payment request or claim under a protection plan or applicable insurance policy, in no event will the Sunshine Transport Parties' aggregate liability arising out of or in connection with the Agreement or your use of the Services, exceed the greater of

(1) the amounts you have paid or owe for bookings via the Services as a guest in the twelve month period prior to the event giving rise to the liability, or if you are a host, the amount earned by you in the 12 month period prior to the event giving rise to the liability, or (2) US\$100.

YOU ALSO WAIVE AND DISCHARGE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST ANY Sunshine Transport USER FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES.

THE ABOVE LIMITATIONS OF LIABILITY AND WAIVER PROVISIONS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN Sunshine Transport AND YOU. THEY SHALL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ANY ASPECTS OF THEM THAT

ARE DEEMED VOID OR UNENFORCEABLE SHALL BE SEVERED WHILE LEAVING THE REMAINDER IN EFFECT.

Indemnification

You agree to release, defend, indemnify, and hold Sunshine Transport and its subsidiaries, officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (1) your access to or use of the Services, (2) your violation of these Terms, (3) your user content, (4) your interaction with any other user of the Services, or (5) your booking of a vehicle or creation of a listing for a vehicle. Such indemnification includes but is not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) arising in connection with or as a result of a booking, sharing, or use of a vehicle or optional Extra. This indemnification provision is a fundamental element of the basis of the bargain between Sunshine Transport and you. It shall apply to the extent permitted by applicable law, and any aspects of it that are deemed unenforceable shall be severed while leaving the remainder in effect.

Liquidated damages

You acknowledge that the actual damages likely to result from your breaches of the Agreement by any of the following are difficult to estimate accurately and would be difficult for Sunshine Transport to prove with certainty: (1) engaging in gray market transactions, as defined in these Terms, (2) using the Sunshine Transport domains, trademarks, or taglines without Sunshine Transport's express consent, including without limitation registering website domains or social media handles, or bidding on online advertising key words, (3) suing or asserting legal claims against the Sunshine Transport Parties or a Sunshine Transport user in any manner prohibited or waived herein, (4) as a host, sharing your vehicle via the Services with expired registration stickers or without current registration paperwork in the vehicle, (5) as a host, offering any vehicle that is the subject of a missing or stolen vehicle report, or (6) creating or using a Sunshine Transport account that has the effect of circumventing Sunshine Transport's suspension, termination, or closure of another Sunshine Transport account. You will pay Sunshine Transport \$5,500 per breach in Liquidated Damages to compensate Sunshine Transport for any such conduct. This amount is not intended as a punishment for any such breach, but rather as a reasonable estimate where actual damages are difficult to estimate accurately and/or prove with certainty. This liquidated damages provision is a fundamental element of the basis of the bargain between Sunshine Transport and you. It shall apply to the extent permitted by applicable law, and any aspects of it that are deemed unenforceable shall be severed while leaving the remainder in effect.

Rounding off

Sunshine Transport may, in its sole discretion, round up or down amounts that are payable from or to hosts or guests to the nearest whole functional base unit in which the currency is

&prohibited under applicable law.

Contact us

Sunshine Transport can be contacted in the United States at reservations@sunshine-transport-pr.com or 1-863-777-9325. If you have any questions for us concerning the Agreement, or Sunshine Transport generally, please contact us at reservations@sunshine-transport-pr.com.

Translations

Where Sunshine Transport has provided you with a translation of the English language version of these Terms or any Policies, in case of any wording discrepancies between the English and any other versions of the Terms and any Policies, the English language wording takes precedence.

Governing law

The parties agree that the substantive laws of Puerto Rico apply to these Terms and the Agreement without regard to conflict of law provisions.

Severability and non-waiver

In the event any provision of these Terms is held to be void, voidable, or unenforceable, the remaining provisions shall remain in full force and effect. The failure of any Party to enforce any provision of these Terms shall not be construed to be a waiver of such provision, or any other provision, nor in any way to affect the validity of these Terms or any part of these Terms, or any right of any Party to enforce that provision or each and every other provision at any time. No waiver of any breach of these Terms shall constitute or be deemed a waiver of any other breach.

General

Sunshine Transport does not appoint you or any other user as its employee, mandatory, legal agent, or form any kind of legal partnership or joint venture. You are not authorized to make any commitments on behalf of Sunshine Transport and Sunshine Transport will not make commitments on your behalf, except as contemplated by the Services or expressly stated in these Terms.

The Agreement, including these Terms, states the entire understanding between you and Sunshine Transport concerning your access to and use of the Services and supersedes any earlier verbal or written communications between us. With the exception of appointing a custodian to manage your vehicles on your behalf, you may not delegate your legal obligations or transfer any of your rights, in whole or in part, to any third party without advance written consent of Sunshine Transport. You will remain responsible for your obligations hereunder in

any event. Sunshine Transport Director or Officer must agree to any modification or waiver of any term of the Agreement in writing. Headings are for reference purposes only and do not limit the scope or extent of such section.

Agreement to Terms of Service Policy is upon booking and any form of payment done by the client to use Sunshine Transport Services.