

Terms of Use

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AGREEMENT BETWEEN CUSTOMER AND CARRENTALS.COM

Our Website ("Website") is provided solely to assist customers in gathering travel information, determining the availability of travel-related goods and services, making legitimate reservations or otherwise transacting business with travel suppliers, and for no other purposes. The terms "we," "us," "our," "CarRentals," and "CarRentals.com," refer to Expedia, Inc., a Washington corporation, and its subsidiaries and its corporate affiliates, including Travelscape, LLC, (collectively the "CarRentals.com Companies"). The term "you" refers to the customer visiting the Website and/or booking a reservation through us on this Website, or through our customer service agents.

This Website is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the "Terms of Use" or "Agreement"). **Please read these Terms of Use carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than in court.** You should also read our [Privacy Policy](#), which also governs your use of the Website, and is incorporated by reference in this Agreement. By accessing or using this Website, booking any reservations for travel products or services, or contacting our call center agents, you agree that the Terms of Use then in force shall apply. If you do not agree to the Terms of Use, please do not use or book any reservations through this Website or our call center agents.

USE OF THE WEBSITE

As a condition of your use of this Website, you warrant that (i) you are at least 18 years of age; (ii) you possess the legal authority to create a binding legal obligation; (iii) you will use this Website in accordance with these Terms of Use; (iv) you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act; (v) you will inform any such other person about the Terms of Use that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto; (vi) all information supplied by you on this Website is true, accurate, current and complete, and (vii) if you have a CarRentals.com account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you. We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms of Use.

DISPUTES; ARBITRATION

CarRentals.com is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you or we may pursue claims as explained in this section.

To give us an opportunity to resolve informally any disputes between you and us arising out of or relating in any way to the Website, these Terms of Use, our Privacy Policy, any services or products provided, any dealings with our customer service agents, or any representations made by us ("Claims"), you agree to communicate your Claim to Carrentals.com by contacting Customer Support at support@CarRentals.com. You agree not to bring any suit or to initiate arbitration proceedings until 60 days after the date on which you communicated your Claim to Customer Support have elapsed. If we are not able to resolve your Claim within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.

You and Expedia agree that **any and all Claims will be resolved by binding arbitration, rather than in court**, except that you and we may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us, our subsidiaries, travel suppliers or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms of Use, regardless of whether prior versions of the Terms of Use required arbitration.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs). The arbitrator must follow and enforce these Terms of Use.

Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Consumer Rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this section. If your total Claims seek less than \$10,000, we will reimburse you for filing fees you pay to the AAA and will pay arbitrator's fees.

Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated, or representative action. The arbitrator will have authority to decide issues as to the scope of this arbitration agreement and the arbitrability of Claims. If for any reason a Claim proceeds in court rather than in arbitration, **you and we each waive any right to a jury trial.**

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to "CarRentals Legal: Arbitration Claim Manager," c/o Expedia, Inc., 1111 Expedia Group Way W., Seattle, WA 98119. If we request arbitration against you, we will give you notice at the email address or street address you have provided. The AAA's rules and filing instructions are available at www.adr.org or by calling 1-800-778-7879.

This arbitration agreement shall be governed by and enforced in accordance with the Federal Arbitration Act and federal arbitration law. An arbitration decision may be confirmed by any court with competent jurisdiction.

PROHIBITED ACTIVITIES

The content and information on this Website (including, but not limited to, price and availability of travel services), as well as the infrastructure used to provide such content and information, is proprietary to us or our suppliers and providers. While you may make limited copies of your travel itinerary (and related documents) for travel or service reservations booked through this Website, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create

derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website. Additionally, you agree not to:

1. use this Website or its contents for any commercial purpose;
2. make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
3. access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
4. violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
5. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
6. deep-link to any portion of this Website (including, without limitation, the purchase path for any travel services) for any purpose without our express written permission; or
7. "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.

You may only use this Website to make legitimate requests to book the products or services offered (each, a "Request"), and shall not use this Website to make any speculative, false or fraudulent Requests, or any Requests in anticipation of demand.

It is a violation of law to place a Request in a false name or with an invalid credit card. Please be aware that even if you do not give us your real name, your Web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users will be prosecuted to the fullest extent of the law.

If your booking or account shows signs of fraud, abuse or suspicious activity, CarRentals.com may cancel any travel or service reservations associated with your name, email address or account, and close any associated CarRentals.com accounts. If you have conducted any fraudulent activity, CarRentals.com reserves the right to take any necessary legal action and you may be liable for monetary losses to CarRentals.com, including litigation costs and damages. To contest the cancellation of a booking or freezing or closure of an account, please contact CarRentals.com Customer Service.

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PRIVACY

CarRentals.com believes in protecting your privacy. Please click here to review our current Privacy Policy, which also governs your use of the Website, and, as stated, above, is incorporated by reference, to understand our practices: [Privacy Policy](#).

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If you are aware of an infringement of our brand, please let us know by e-mailing us at hotline@expedia.com. We only address messages concerning brand infringement at this email address.

ACCOUNT TERMINATION

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, CarRentals.com has adopted a policy of terminating, in appropriate circumstances and at CarRentals.com's sole discretion, subscribers or account holders who are deemed to be repeat infringers. CarRentals.com may also at its sole discretion limit access to the Website and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement. If you believe that an account holder or subscriber is a repeat infringer, please provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer when filing your notice.

NOTICE OF INFRINGING MATERIAL

If you believe in good faith that materials hosted by us infringe your copyright, you (or your agent) may send us a written notice that includes the following information. Please note that we will not process your complaint if it is not properly filled out or is incomplete. Any misrepresentations in your notice regarding whether content or activity is infringing may expose you to liability for damages.

1. A clear identification of the copyrighted work you claim was infringed.
2. A clear identification of the material you claim is infringing on the Website, such as a link to the infringing material.
3. Your address, email address and telephone number.
4. A statement that you have a "good faith belief that the material claimed as copyright infringement is not authorized by the copyright owner, its agent or the law.
5. A statement that "the information on the notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
6. A signature by the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

7. You may send us your notice by email to exp-copyright@expedia.com, by fax to (425) 679-7251, Attn: IP/Trademark Legal Dept., DMCA Complaints, or by using the contact information below.

COUNTERNOTICES

If material you have posted has been taken down, you may file a counter-notification by fax or regular mail that sets forth the items specified below. You may want to seek legal counsel prior to doing so. Please include the following details:

1. Identification of the specific content that was removed or disabled and the location that content appeared on CarRentals.com's Website. Please provide the URL address if possible.
2. Your name, mailing address, telephone number and email address.
3. A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which CarRentals.com may be found, and that you will accept service of process from the party who reported your content, or that party's agent.
4. The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the content identified above was removed or disabled as a result of a mistake or misidentification."

Sign the paper. Send the written communication to the following address:

Expedia, Inc.

Attn: IP/Trademark Legal Dept., DMCA Complaints

1111 Expedia Group Way W.

Seattle, WA 98119

OR you may fax it to: (425) 679-7251, Attn: IP/Trademark Legal Dept., DMCA Complaints.

For any additional questions regarding the DMCA process for CarRentals.com, please contact us at (425) 679-3751.

CAR RENTAL COMPANY RULES & RESTRICTIONS

Additional terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. Please read these additional terms and conditions carefully. The Customer does not have an automatic right of cancellation unless such rights are provided for in the Car Rental Company Rules and Restrictions or Rental Conditions. You agree to abide by the terms and conditions of purchase imposed by any travel supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability, minimum age requirements, and use of rental cars and/or other products or services. You acknowledge that some suppliers offering rental cars and/or other products or services may require you to adhere to local policies as a prerequisite to using and/or participating in the service and/or activity they offer. You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the rental cars and/or other product or services, in your forfeiting any monies paid for such reservation(s), and/or in our billing you for any costs we incur as a result of such violation.

SORT ORDER

As a traveler shopping on our site, you have many options to help you find the perfect car rental. Our default sort order is based on the lowest total price. In cases where two cars have the same total price, the car that is listed first is determined randomly. In addition, the filter settings allow you to include or exclude various options to suit your travel needs. Additionally, we continually optimize our service to provide you the best experience. Accordingly, we may test different default sort order algorithms from time to time.

REVIEWS, COMMENTS & OTHER SUBMISSIONS

We appreciate hearing from you. Please be aware that by submitting content to this Website by electronic mail, postings on this Website or otherwise, including any car rental reviews, questions, comments, suggestions, ideas or the like contained in any submissions (collectively, "Submissions"), you grant CarRentals.com and the affiliated, co-branded and/or linked website partners through whom we provide service (collectively, "CarRentals.com Affiliates") and its affiliates a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and (b) use the name that you submit in connection with such Submission. You acknowledge that CarRentals.com may choose to provide attribution of your comments or reviews (for example, listing your name and hometown on a car rental review that you submit) at our discretion, and that such submissions may be shared with our supplier partners. You further grant CarRentals.com the right to pursue at law any person or entity that violates your or CarRentals.com's rights in the Submissions by a breach of this Agreement. You acknowledge and agree that Submissions are non-confidential and non-proprietary. We take no responsibility and assume no liability for any Submissions posted or submitted by you. We have no obligation to post your comments; we reserve the right in our absolute discretion to determine which comments are published on the Site. If you do not agree to these terms and conditions, please do not provide us with any Submissions.

Please note that we assume no responsibility for reviewing unsolicited ideas for our business (like product or advertising ideas), and will not incur any liability as a result of any similarities between those ideas and materials that may appear in future CarRentals.com programs.

You are fully responsible for the content of your Submissions (specifically including, but not limited to, reviews posted to this Site). You are prohibited from posting or transmitting to or from this Website: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the

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