

RENTAL TERMS AND CONDITIONS

Platinum Auto Rentals LLC | Effective as of the date posted below

These Rental Terms and Conditions ("Terms") govern every vehicle rental from Platinum Auto Rentals LLC ("Owner," "Company," "Lessor," "we," "us," or "our"), located at 7 Ray Place, Fairfield, NJ 07004. By renting a vehicle from us, the renter ("Renter," "Lessee," "you," or "your") agrees to be bound by these Terms. At the time of each specific rental, you will also sign a Rental Agreement that incorporates these Terms and adds the details specific to that rental (the vehicle, rental dates, agreed rate, deposit, and similar information). If anything in a signed Rental Agreement conflicts with these Terms, the signed Rental Agreement controls for that rental.

1. PARTIES; REGISTERED OWNER; AUTHORITY TO RENT

Owner is Platinum Auto Rentals LLC, located at 7 Ray Place, Fairfield, NJ 07004 ((732) 374-9699 / support@platinumautorentals.com). Certain vehicles in Owner's rental fleet may be titled or registered in the name of a person or entity other than Platinum Auto Rentals LLC, including an individual owner, investor, or affiliated company ("Registered Owner"). Platinum Auto Rentals LLC represents that it has full and lawful authority from the Registered Owner of any such vehicle to rent, insure, control, and manage it, including the authority to enter into rental agreements, collect and retain rental charges and fees, and grant the rights and protections described in these Terms to renters. References to "Owner" throughout these Terms include Platinum Auto Rentals LLC acting in its own capacity and, where applicable, acting as the authorized rental agent and manager of a vehicle on behalf of its Registered Owner. The Registered Owner of a vehicle is an intended third-party beneficiary of Sections 8, 9, 10, 12, and 20 of these Terms to the same extent as Platinum Auto Rentals LLC.

2. THE VEHICLE

Each rental covers a specific motor vehicle from Owner's fleet, identified in the signed Rental Agreement for that rental, including its year, make, model, VIN, license plate, registration state, and, if applicable, its Registered Owner. Owner may, at its discretion, substitute a comparable replacement vehicle if the original vehicle becomes unavailable, requires service or repair, or is otherwise unsuitable for continued rental. Any replacement vehicle is deemed the "Vehicle" for all purposes under the rental, on the same terms, without requiring a new signed agreement, unless the parties agree otherwise in writing.

3. RENTAL PERIOD; EXTENSIONS

The rental period, pickup date/time and location, and scheduled return date/time and location are set forth in the signed Rental Agreement for each rental. Time is of the essence: the Vehicle must be returned to the return location on or before the scheduled return date and time, unless the rental period is extended in writing and agreed to in advance by Owner. If Renter requests, and Owner approves, an extension, the new return date/time will be documented in writing (including by text message, email, or a signed extension addendum), and all other terms of the rental — rates, fees, insurance terms, and prohibited uses — automatically continue to apply without the need for a new agreement, unless the parties expressly agree otherwise.

4. RENTAL CHARGES; PAYMENT

(a) **Rental Rate.** Rentals may be billed on a daily, weekly, or monthly basis. Owner's standard base rate is \$60 per day (or the applicable weekly or monthly rate); the actual rate for a given rental depends on the vehicle's make, model, rental duration, and prevailing market conditions, and is set forth in the signed Rental Agreement, plus applicable New Jersey sales tax and any other disclosed fees. A weekly rental is billed in 7-day increments and a monthly rental in 30-day increments; a period that does not divide evenly into the selected billing increment is billed

at the daily rate for the additional day(s).

(b) **Mileage.** Vehicles include a mileage allowance of 200 miles per day, 1,400 miles per week, or 6,000 miles per month, depending on the billing basis. An excess mileage charge of \$0.60 per mile applies to miles driven beyond the applicable allowance.

(c) **Payment Authorization; Card on File.** Renter authorizes Owner to charge the payment card or account on file ("Payment Method") for all rental charges, fees, tolls, fines, taxes, deposit amounts, and any damages or losses assessed under the rental. This includes the right for Owner to (i) place a pre-authorization hold on the Payment Method at pickup for the estimated total charges and security deposit; (ii) charge the Payment Method for amounts discovered after the Vehicle is returned, including damage found upon later inspection, tolls or citations received after return, and fuel or mileage overages; and (iii) retain the Payment Method on file and charge it for any of the foregoing until all amounts owed are paid in full.

(d) **Chargebacks; Disputed Charges.** Renter agrees not to dispute, reverse, or initiate a chargeback for a valid charge under these Terms. If Renter does so anyway, Renter remains fully liable for the disputed amount plus any resulting chargeback, processing, or administrative fees, collectible through any lawful means, including the collections provisions of Section 27. Initiating a chargeback does not relieve Renter of liability for a properly assessed charge.

(e) **Security Deposit.** Renter pays a refundable security deposit of \$500 prior to taking possession of the Vehicle. Owner may, at its sole discretion, reduce the deposit to no less than \$250 based on factors such as Renter's rental history, vehicle type, or other criteria. Owner may apply the deposit to any unpaid charges, fees, fines, or repair costs. Any remaining balance is refunded within a commercially reasonable time after the Vehicle is returned and inspected.

(f) **Late Return.** Renter is allowed a fifteen (15) minute grace period after the scheduled return time before late fees apply. After the grace period, a late return fee of \$20 per hour applies, up to a maximum per day equal to the full daily rental rate. Owner may treat a Vehicle not returned within twenty-four (24) hours after the scheduled return time, without prior written extension, as unreported and may pursue recovery of the Vehicle and applicable civil and criminal remedies.

(g) **Fuel.** Renter returns the Vehicle with the same fuel level noted at pickup. If returned with less fuel, Owner may charge for the fuel needed to refill the tank plus a refueling service fee of \$9 per gallon.

(h) **Cleaning.** A cleaning fee of up to \$500 may be charged if the Vehicle is returned with excessive dirt, odor, stains, pet hair, or debris beyond normal wear.

(h-1) **Smoking Fee.** Owner maintains a strict no-smoking policy for the Vehicle. If the Vehicle is returned with any evidence of smoking or vaping, Owner charges a flat smoking fee of \$250, which may increase up to a maximum of \$500 depending on severity. This fee is separate from, and in addition to, any charge for actual damage caused by smoking (burns, melted or damaged upholstery, damaged interior components), for which Renter is also responsible under Section 8.

(i) **Tolls and Citations.** Renter is responsible for the full cost of any toll or citation incurred during the rental period, plus an administrative processing fee of \$25 per parking or moving violation citation and \$2 per toll violation.

(j) **Key / Fob Recovery.** If Renter does not return the same number of keys, key fobs, or remote entry devices provided at the start of the rental, Renter pays the actual cost to replace or reprogram the missing item(s).

(k) **Additional / Young Driver Fee.** Owner may charge a fee for each Additional Authorized Driver, and a young driver fee for any driver — Renter or Authorized Driver — under age 25.

(l) **Final Billing.** Any statement of charges provided at or near the time the Vehicle is returned is preliminary and subject to adjustment for tolls, citations, fuel or mileage overages, and damage discovered upon full inspection, with credit for any amount later determined to have been overcharged.

5. DRIVER ELIGIBILITY; AUTHORIZED DRIVERS

Renter must be at least eighteen (18) years of age, hold a valid, unexpired driver's license, and not be otherwise restricted or disqualified from operating a motor vehicle. Renters between 18 and 24 must provide proof of their own personal automobile insurance policy providing full coverage (including collision and comprehensive) for the Vehicle during the rental period; Owner's optional damage waiver is available only to Renters 25 or older, and most third-party or over-the-counter waivers likewise exclude drivers under 25. Any driver under 25 is subject to a young driver fee. Owner accepts a valid license issued by any U.S. state, U.S. territory, or foreign country, subject to the following: a license from another U.S. state or territory must be current and unexpired; a foreign-issued license must be current, unexpired, and accompanied by an International Driving Permit (IDP) or an official English translation if not printed in English; and Owner may decline to rent to a holder of a foreign or out-of-state license, request additional identification, or require a larger deposit where driving history cannot be reasonably verified. Only Renter and any Authorized Drivers approved in writing by Owner may operate the Vehicle. Owner may verify Renter's identity, license, and eligibility using methods that may include ID.me or similar identity verification software, a facial/selfie match to the license photo, payment card verification (AVS/CVV), an insurance-status database check, an identity or background check (Owner does not collect Social Security numbers), a credit or payment authorization check, and/or a second form of identification, and will photograph Renter and Renter's license for its records. If more than one person signs as Renter, or Renter and an Authorized Driver both operate the Vehicle, all such persons are jointly and severally liable for the full amount owed. Owner may decline to rent to any applicant for any lawful reason, without prior notice and without obligation to disclose a reason.

6. PERMITTED USE; PROHIBITED USES

Renter must use the Vehicle only for lawful, personal, or business transportation consistent with normal operating conditions. The Vehicle may be driven within the continental United States; travel outside New Jersey and its immediately bordering states requires Owner's prior approval, which will not be unreasonably withheld. Renter shall NOT, and shall not permit any other person to:

- Operate the Vehicle while under the influence of alcohol, drugs, or any impairing substance;
- Use the Vehicle to carry passengers or property for hire (e.g., ridesharing or delivery services), unless expressly authorized in writing;
- Use the Vehicle to push or tow another vehicle, trailer, or object unless expressly authorized;
- Operate the Vehicle off-road, on unpaved surfaces not intended for standard vehicle travel, or in any race, speed contest, or driving exhibition;
- Use the Vehicle to commit or facilitate any unlawful act;
- Overload the Vehicle beyond its manufacturer-rated passenger or weight capacity;
- Sublease, sublet, or assign the rental or the Vehicle to any third party;
- Remove the Vehicle from the United States without Owner's prior written consent;
- Continue driving after a warning light, unusual noise, or mechanical issue appears without promptly notifying Owner;
- Smoke, vape, or permit smoking or vaping inside the Vehicle (subject to the smoking fee in Section 4(h-1));
- Operate the Vehicle using a handheld mobile phone or other handheld device, except hands-free, to the extent prohibited by law;
- Transport pets unless secured in an appropriate carrier or restraint and with prior notice to Owner; Renter is responsible for resulting odor, hair, stains, or cleanup regardless of prior notice.

A violation of this Section is a material breach and may result in immediate termination, forfeiture of the security deposit, and Renter's full financial responsibility for all resulting loss, damage, fines, or liability, without regard to

any insurance or damage waiver otherwise provided.

7. VEHICLE CONDITION AND INSPECTION

Renter acknowledges receiving the Vehicle in good mechanical condition and appearance, except as noted on the joint pre-rental inspection checklist/photos taken at pickup. At return, Owner inspects the Vehicle and compares its condition to the pickup inspection; Renter is responsible for any new damage, loss, or missing equipment identified at return that was not documented at pickup.

8. INSURANCE; DAMAGE; LIABILITY

(a) **Owner's Insurance.** Owner maintains its own commercial automobile liability insurance policy covering its vehicles, which extends coverage to Owner and to any Registered Owner. This coverage does not relieve Renter of financial responsibility for loss, damage, or liability arising from a breach of these Terms, and Owner's insurer may pursue recovery from Renter for amounts paid as a result of Renter's acts or omissions. If Owner's insurance denies, excludes, lapses, or otherwise fails to cover a claim for any reason, Renter remains fully financially responsible to Owner and any Registered Owner for all loss, damage, or liability, to the same extent as if Owner's insurance did not exist.

(b) **Renter's Insurance.** Renter represents that Renter maintains automobile liability insurance extending to the operation of rented vehicles, meeting or exceeding New Jersey's minimum financial responsibility requirements, and agrees to provide proof upon request, including insurance company name, policy number, named policyholder (if not Renter), insurance company phone, and policy dates, when relying on Renter's own insurance rather than Owner's optional protection product.

(c) **Responsibility for Damage or Loss.** Renter is financially responsible for any loss of or damage to the Vehicle occurring during the rental period — including collision, theft, vandalism, glass and tire damage, interior damage, and mechanical damage from misuse — regardless of fault, except to the extent directly caused by Owner's negligence or a manufacturer defect. Renter is also responsible for reasonable diminished value and loss-of-use charges while the Vehicle is out of service for repair, calculated at the applicable daily rental rate.

(d) **Optional Protection Products.** Purchase of Owner's damage waiver or supplemental protection product is optional and not required to rent a vehicle; it is available only to Renters 25 or older. None of Owner's damage waiver or protection products cover a vehicle registered in New York State, including New York City — for those vehicles, Renter must provide proof of their own personal full-coverage insurance regardless of age. Renter may instead provide a qualifying third-party (over-the-counter) waiver with proof of purchase. No protection product covers damage from a violation of Section 6 or from gross negligence, recklessness, or intentional misconduct.

(e) **Third-Party Claims; Tolls and Fines.** Renter is responsible for all parking tickets, toll violations, red-light and speed camera citations, impound fees, and other fines arising from use of the Vehicle, plus a reasonable administrative fee per citation, and must cooperate fully with Owner and its insurer in any investigation.

(f) **Overhead and Height Clearance.** Renter is fully responsible for damage from misjudging the Vehicle's height or width and striking overhead structures, awnings, parking garage ceilings, tree limbs, or similar obstacles, regardless of any protection product purchased.

(g) **Insurance Coordination; Assignment of Benefits.** If Renter's responsibility is covered by Renter's own insurance or a benefit provider, Renter authorizes Owner to contact that provider directly and receive payment directly. Renter remains primarily responsible for the full amount owed except to the extent Owner actually recovers payment. If any insurer denies, delays, reduces, or only partially pays a claim for any reason, Renter remains fully responsible for the unpaid balance, and Owner's right to collect does not depend on the outcome of any insurance dispute.

(h) **No Insurance Defense; Misrepresentation.** The denial or non-payment of a claim by any insurer is not a defense to, and does not reduce, Renter's obligations. If Renter's own insurance denies coverage because of a misrepresentation or policy violation by Renter, that denial is treated as Renter's own act, and is further grounds for indemnification and termination.

9. INDEMNIFICATION

To the fullest extent permitted by New Jersey law, Renter agrees to indemnify, defend, and hold harmless Owner, any Registered Owner, and their respective officers, employees, and agents from and against any and all claims, damages, losses, fines, penalties, and reasonable attorneys' fees arising out of Renter's use, operation, or

possession of the Vehicle, including any shortfall, denial, or reduction of insurance coverage described in Section 8, except to the extent caused by Owner's own negligence or willful misconduct.

10. ASSUMPTION OF RISK; EXCLUSIVE CONTROL

Renter acknowledges the inherent risks of operating a motor vehicle and voluntarily assumes them. From pickup until return and acceptance by Owner, Renter has sole and exclusive care, custody, and control of the Vehicle. Owner and any Registered Owner are not present in, and exercise no control over, the Vehicle during the rental period and are not responsible for how it is operated, except to the extent a loss is directly caused by Owner's own negligence, willful misconduct, or failure to maintain the Vehicle in safe condition before the rental began.

11. INDEPENDENT CONTRACTOR; NO AGENCY

Renter is not an employee, agent, partner, or joint venturer of Owner or any Registered Owner, and has no authority to bind either to any obligation.

12. FEDERAL PREEMPTION

Platinum Auto Rentals LLC is regularly engaged in the trade or business of renting motor vehicles. To the extent applicable, Owner and any Registered Owner invoke the protections of the Graves Amendment, 49 U.S.C. § 30106, and corresponding New Jersey law, which preempt laws that would otherwise impose vicarious liability on a vehicle's owner or lessor for a renter's or driver's negligence, absent negligence or criminal wrongdoing by Owner or the Registered Owner itself.

13. BREAKDOWN, ACCIDENTS, AND ROADSIDE ASSISTANCE

In the event of a breakdown, accident, or collision, Renter must: ensure the safety of all occupants and contact emergency services if needed; not admit fault or liability to any third party; obtain names and contact/insurance information of other parties and witnesses; notify local police where required or where damage, injury, or theft occurred; and notify Owner as soon as reasonably possible. Renter shall not authorize repairs without Owner's prior written consent, except as reasonably necessary to prevent further damage or ensure safety, and must fully cooperate with Owner and its insurer in any investigation, defense, or settlement.

14. THEFT AND VEHICLE SECURITY

Renter must take reasonable precautions to prevent theft, including locking the Vehicle when unattended, not leaving keys or fobs inside or visibly near it, and parking in reasonably safe, well-lit areas. If the Vehicle is stolen, Renter must immediately report it to local police and Owner, and deliver any recovered keys, fobs, or documents to Owner within 24 hours with a copy of the police report. Failure to take reasonable precautions makes Renter responsible for the Vehicle's full value and related losses not covered by insurance. Failing to return the Vehicle as required, or unauthorized use, may be treated as theft or unlawful taking under New Jersey criminal law, in addition to civil remedies.

15. GPS / VEHICLE TRACKING; PERSONAL DATA; PREMISES RECORDING

The Vehicle is equipped with a GPS or telematics device allowing Owner to determine its location, monitor mileage, speed, and usage, and assist in recovery in the event of theft, unauthorized use, or a violation of these Terms. Owner collects and stores Renter's personal information (name, address, contact details, license, and payment information) to process rentals, verify identity, prevent fraud, and comply with law, and will not sell it to third parties. Owner's rental lot and premises are monitored by video security cameras, and Owner's staff may wear or use body-worn smart glasses or similar recording devices (such as Ray-Ban Meta glasses) capturing video

and audio of pickup, return, and other interactions. Owner may also record phone calls and other communications with Renter. Any such recordings are Owner's business records and may be used for security, training, dispute resolution, and legal purposes.

16. LOST OR LEFT PROPERTY

Owner is not responsible for personal property left in or on the Vehicle before, during, or after the rental period.

17. TERMINATION

Owner may terminate a rental immediately and repossess the Vehicle, without refund, if Renter breaches any material term of these Terms, including the prohibited uses in Section 6, non-payment, or providing false information.

18. ABANDONMENT; VEHICLE RECOVERY

If Renter abandons the Vehicle, fails to return it as required, or leaves it somewhere other than the agreed return location without Owner's consent, Renter is responsible for the full cost of locating, recovering, and retrieving it — including towing, impound, and storage fees; related fines; the cost of rideshare, taxi, rental car, fuel, tolls, or lodging reasonably incurred by Owner's staff to reach and retrieve the Vehicle; and a reasonable administrative and labor fee. These costs are in addition to, not in place of, any late return, loss-of-use, or damage charge.

19. NO WARRANTIES

Except as expressly stated, Owner makes no warranties, express or implied, regarding the Vehicle, including any implied warranty of merchantability or fitness for a particular purpose, to the extent disclaimable under applicable law.

20. LIMITATION OF LIABILITY

To the maximum extent permitted by New Jersey law, Owner is not liable for indirect, incidental, special, or consequential damages, including lost income or lost use. If a court determines Owner breached these Terms, Owner's total liability shall not exceed the total rental charges actually paid by Renter for the rental giving rise to the claim, except where a higher limit is required by law.

21. GOVERNING LAW; VENUE

These Terms are governed by the laws of the State of New Jersey, without regard to conflict-of-laws principles, and the parties consent to the exclusive jurisdiction and venue of New Jersey state and federal courts. If a vehicle is picked up, returned, registered, or primarily operated in another state, that state's insurance minimums, consumer protection laws, and other requirements may also apply, in addition to — and without replacing — these New Jersey provisions, except to the extent a court of competent jurisdiction determines otherwise.

22. SEVERABILITY

If any provision of these Terms is held invalid or unenforceable, the remaining provisions continue in full force and effect, and the invalid provision is modified to the minimum extent necessary to make it enforceable.

23. SURVIVAL

Provisions intended to survive the return of the Vehicle — including Sections 8, 9, 10, 12, 18, 20, 21, 26, 27, and 29 — remain in full force and effect after the rental period ends, regardless of the reason for its ending.

24. NO THIRD-PARTY BENEFICIARIES

Except for the rights expressly granted to a Registered Owner under Section 2, these Terms are for the sole benefit of Owner and Renter and create no rights for any passenger, additional occupant, or other third party.

25. ENTIRE AGREEMENT; AMENDMENT

These Terms, together with any signed Rental Agreement and addenda, constitute the entire agreement between the parties regarding a rental and supersede all prior negotiations or agreements, oral or written. These Terms may be amended only in writing.

26. BUSINESS RECORDS

Owner's business records related to a rental — including the signed Rental Agreement, inspection notes/photos, invoices, payment records, and GPS/telematics data — are admissible and may be relied upon as evidence of the facts they contain in the event of a dispute, without limiting either party's right to present other relevant evidence.

27. COLLECTIONS; LATE PAYMENT

Any amount owed by Renter that is not paid within fourteen (14) days after Owner's demand accrues interest at 1.5% per month, or the highest rate permitted by New Jersey law, whichever is less. Renter is also responsible for Owner's reasonable costs of collection, including attorneys' fees and court costs, to the extent permitted by law.

28. PREVAILING PARTY FEES

If Owner or Renter brings a legal proceeding or arbitration to enforce these Terms or resolve a dispute, the prevailing party is entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, except to the extent prohibited by applicable law or the rules of the arbitral forum.

29. DISPUTE RESOLUTION; ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. Except for a claim that qualifies for New Jersey small claims court, Owner and Renter agree that any dispute, claim, or controversy arising out of or relating to a rental shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its rules then in effect, rather than in court, except that either party may bring an individual action in small claims court for a qualifying claim. **Owner and Renter each waive the right to a jury trial and the right to participate in a class, consolidated, or representative action.** Any arbitration is conducted on an individual basis only. This provision does not apply to the extent prohibited by applicable law, in which case the Governing Law and Venue provisions of Section 21 control.

30. FORCE MAJEURE

Neither party is liable for any delay or failure to perform its obligations (other than payment obligations) to the extent caused by events beyond its reasonable control, including natural disasters, extreme weather, government action, road closures, or strikes.

31. NOTICES

Any notice required under these Terms is sent to the contact information on file and is deemed given when sent by email, text message, or delivered in person, provided the sending party retains reasonable proof of delivery.

32. WAIVER; ASSIGNMENT

Owner's failure to enforce any provision on a given occasion is not a waiver of that provision or of Owner's right to enforce it later. Renter may not assign or transfer these Terms or any rights under them without Owner's prior written consent. Owner may assign these Terms in connection with a sale or transfer of its business.

33. ARBITRATION OPT-OUT RIGHT

Renter may opt out of the arbitration and class action waiver provisions of Section 29 by sending Owner written notice, including Renter's name, the rental agreement number or date, and a clear statement that Renter opts out of arbitration, within thirty (30) days after signing the applicable Rental Agreement. Notice must be sent to Owner's address above. Opting out does not affect any other provision, all of which remain in full force and effect.

34. RENTER'S RIGHTS; COPY OF AGREEMENT

Renter is entitled to receive a copy of the signed Rental Agreement, which Owner will provide at signing or promptly afterward upon request. Nothing in these Terms is intended to waive, limit, or diminish any right or protection Renter has under applicable New Jersey or federal consumer protection law that cannot lawfully be waived by agreement. If any provision is interpreted or applied in a manner that would waive such a non-waivable right, that provision is void and unenforceable to that extent only, and Renter retains the full benefit of that right notwithstanding any other provision.

35. ELECTRONIC SIGNATURES

Rental Agreements may be executed and delivered by electronic means, including by typed name, electronic signature pad, click-to-sign, scanned signature, or other electronic process. Each party consents to the use of electronic signatures and agrees that an electronic signature has the same legal validity and effect as a handwritten signature, to the fullest extent permitted under the New Jersey Uniform Electronic Transactions Act (N.J.S.A. 12A:12-1, et seq.) and the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. § 7001, et seq.).

36. QUESTIONS

Questions about these Terms and Conditions can be directed to Platinum Auto Rentals LLC at (732) 374-9699 or support@platinumautorentals.com.

This page summarizes the Rental Terms and Conditions that apply to every rental from Platinum Auto Rentals LLC. It does not include the vehicle-specific and renter-specific details (such as the vehicle identification, rental dates, agreed rate, deposit, and signatures), which are set out in the Rental Agreement you sign at the time of your specific rental.