

Avis Preferred Membership Form

Avis Preferred offers you the fastest way to rent your car. No forms. No fuss. No membership charge. This form tells us about you. It is important that you provide all information in order that we can enrol you as quickly as possible. Please use block capitals.

About you (mandatory information)

Mr Mrs Miss Other _____ Last name _____ First name _____

Existing Avis Customer No. (was Wizard No.) (if applicable) _____ Existing AWD No. (if applicable) _____
If you want to upgrade your existing Customer No. to Avis Preferred

Company name (if applicable) _____

Your selected mailing address (Please tick one box only)

Home Business
Home address _____ Business address _____

Postcode/Town _____ Postcode/Town _____

Country _____ Country _____

Home telephone _____ Business telephone _____

Mobile telephone _____

e-Mail _____

Please tick here if you do NOT want to receive invoices electronically in accordance with clause 5 of the Enrolment Terms and Conditions overleaf.

Date of birth (dd/mm/yy) _____ City of birth _____

Country of birth _____

Driving licence No. _____ Expiry date (dd/mm/yy) _____

Country of issue and/or State _____

Loyalty programme details (if applicable)

You may be entitled to points/miles on qualifying Avis rentals. Please indicate a single programme to which you would like these to be credited.

Programme name _____

Level of membership _____ Membership No. _____

Please tick here if you do NOT want to receive our e-newsletter, featuring great offers and updates about new Avis services.

Payment details (mandatory information)

All rentals you make using Avis Preferred will be automatically billed to your Avis central billing account (charge card) or your selected credit card.

American Express Visa MasterCard Diners Club Avis

Avis account or credit card No. _____ Expiry date (mm/yy) _____

Your car rental preferences

Car type (tick one box only)

Small:

Economy (e.g. Škoda Fabia) Manual/Car Group A

Medium:

Compact (e.g. VW Golf) Manual/Car Group B

Compact Station Wagon (z.B. Opel Astra Sports Tourer) Manual/Car Group K Aut./Car Group C

Intermediate (e.g. Mercedes-Benz B-Class) Manual/Car Group D

Intermediate Station Wagon (e.g. Škoda Octavia Combi) Manual/Car Group L

Large:

Standard (e.g. Peugeot 508) Manual/Car Group E

Standard Station Wagon (e.g. Škoda Superb Combi) Manual/Car Group M

Standard SUV (e.g. Peugeot 4007) Manual/Car Group F

Fullsize Passenger Van (e.g. Renault Espace) Manual/Car Group N

Premium (e.g. Mercedes-Benz C-Class) Manual/Car Group G Automatic/Car Group H

Luxury (e.g. Mercedes-Benz E-Class) Automatic/Car Group I

Luxury SUV (e.g. Mercedes-Benz M-Class) Automatic/Car Group J

When you make a reservation, we will assume you want to rent the vehicle type indicated above, unless you tell us otherwise. While makes and models, transmission type and fuel type can vary by country, we will do our best to match our cars with your preferences. For more information on the Avis fleet, visit www.avis.at.

Optional insurances/coverages

Please pre-select any optional insurances/coverages that you require for your Avis Preferred rentals (please tick Yes or No in all of the five sections below). You may be asked to verify your preferences when you reserve or pick up your car. If renting using your company's AWD number, you are deemed to accept (or decline) optional insurances/coverages in accordance with your company's contract with Avis.

Yes No

- | | | | |
|-------------------------------------|-------------------------------------|---|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Vehicle Damage Cover | Covers accidental damage to the vehicle |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Vehicle Theft Cover (Europe, Africa only) | Covers theft of the vehicle |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Personal Accident Insurance | Covers death or injury to driver or passengers while in the vehicle |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Additional Liability Insurance (USA only) | Motor liability insurance up to \$1m for third parties, including passengers |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Personal Effects Protection | Covers loss or damage to baggage in the vehicle, subject to limits and conditions |

Excess may be applicable for Vehicle Damage Cover and Vehicle Theft Cover. Personal Accident Insurance subject to exclusions and limits.

All mandatory insurances/coverages will be added to the price. Additional insurances/coverages will be added where a price is quoted as inclusive of certain insurances/coverages and in such case will override any pre-selections made on this membership application form.

Your Avis Preferred Service Level

When you sign below, you are signing up to the fastest way to rent a car. Once you sign up to the Avis Preferred Rental Terms and Conditions (which we will send with your membership card), you will never have to sign a rental agreement again. Just go to an Avis Preferred counter, get your keys, and go. At some locations you can bypass the counter and go straight to your car.

Acceptance of Terms & Declaration

I acknowledge that I have read and accepted the Enrolment Terms and Conditions printed overleaf. I acknowledge that all Avis Preferred rentals will be subject to the Avis Preferred Rental Terms and Conditions, which Avis will send to me with my Avis Preferred membership card. I agree to read the Avis Preferred Rental Terms and Conditions and agree that signing my membership card will constitute my acceptance of those Terms and Conditions for all Avis Preferred rentals.

I hereby authorise Avis to charge all costs arising from my Avis Preferred vehicle rentals to the central billing account or credit card nominated herein. I agree to the use of my personal data in accordance with clause 9 of the Enrolment Terms and Conditions overleaf, and consent to the transfer of my personal information to companies that operate as part of the Avis Rent a Car System (located inside and outside Europe) for transaction processing purposes.

Declaration: I confirm that the information I have entered above is true and accurate. I undertake to notify Avis of any changes to this information, in writing to the address provided within this leaflet.

Signature _____ Date _____

Please return the completed form to:

**Avis Autovermietung GmbH
Laaer-Berg-Strasse 43
1100 Wien**

Avis Preferred Enrolment Terms and Conditions

By signing the Membership Form, you acknowledge and agree to be bound by the following Terms and Conditions:

Definitions

- "Avis" means Avis Rent a Car Ltd.
- "Avis Licensee" means the company operating the Avis Rent a Car System in the location in which you take possession of a rental vehicle.
- "Avis Preferred Rental Agreement" means a separate rental agreement between you and an Avis Licensee, which incorporates the Avis Preferred Rental Terms and Conditions.
- "Avis Preferred Rental Terms and Conditions" means the terms and conditions that Avis will send you with your membership card.
- "Membership Form" means the application form on the reverse of these terms and conditions.
- "you" and "your" refer to the person whose name is entered in the Membership Form.

Your Avis Preferred membership

- 1 On acceptance by Avis of your Membership Form, these Terms and Conditions shall apply to your membership of Avis Preferred. These Terms and Conditions will be governed by and construed in accordance with the laws of Austria, and you hereby submit to the exclusive jurisdiction of the Austrian courts.
- 2 If Avis accepts you as a member of Avis Preferred, Avis will send you an Avis Preferred membership card, along with the Avis Preferred Rental Terms and Conditions. You acknowledge and agree that you will read those terms and conditions, and that you signing the back of your membership card will signify your acceptance to the Avis Preferred Rental Terms and Conditions.

Your Avis Preferred rentals

- 3 Each time an Avis Licensee gives you possession of a vehicle that you have booked as an Avis Preferred rental, you will automatically enter into an Avis Preferred Rental Agreement with that Avis Licensee (which will be subject to the laws of the country in which you receive the vehicle), without having to physically sign a rental agreement. Each Avis Preferred Rental Agreement will incorporate the Avis Preferred Rental Terms and Conditions (as amended from time to time).
- 4 The locations where Avis Preferred is available may change from time to time without notice. You will be required to follow standard Avis rental procedures at locations not offering Avis Preferred at the time of rental.

E-billing

- 5(a) Unless you have requested not to be invoiced electronically, Avis Licensees may issue invoices in respect of any Avis Preferred Rental Agreement electronically or otherwise, and you hereby agree to receive and pay such invoices.
- (b) Avis Licensees may, at their option and on notice to you, decide to cease issuing electronic invoices or vary any aspect of the electronic invoices to be issued and the method of delivery. The current practice of Avis Licensees at the date of these Terms and Conditions is to issue invoices electronically by sending invoices to your e-mail address as specified in the Membership Form or as subsequently notified by you. Electronic invoices will be paid at the conclusion of the relevant rental.
- (c) Where an electronic invoice is provided in respect of a particular rental, no paper invoice will be provided.
- (d) You will be responsible for verifying all electronic invoices in accordance with the instructions provided with each invoice.

Your details

- 6 You represent and warrant that the information provided by you on the Membership Form is true, accurate and complete, and undertake to notify Avis of any changes to any of that information, including any changes relating to your driving licence or payment details. If at any time any such information is not true, accurate or complete in any respect, Avis may immediately terminate your membership of Avis Preferred with or without notice and/or any Avis Licensee may immediately terminate any Avis Preferred Rental Agreement with or without notice. You further agree

to indemnify and hold Avis and all Avis Licensees harmless from any loss, liability or expense arising out of any failure to so maintain the truth, accuracy or completeness of such information.

- 7 You agree to keep secure your Avis Preferred Customer Number and password, and the e-mail account specified on the Membership Form or subsequently updated by you.
- 8 You acknowledge that a relatively low level of authentication, based on your e-mail address and Customer Number (if any), is required in order to sign up to Avis Preferred, and to make rental reservations in your name. Such a level of authentication carries with it the risk that your identity may be used fraudulently by third parties should they gain access to your e-mail account, Customer Number and/or password. This may result in your credit card being used fraudulently to make rental reservations.

Data protection

- 9(a) Avis and Avis Licensees may from time to time send you promotional materials setting out details of Avis services and offers from other companies which Avis believes may be of interest unless you have opted not to be contacted in this way. Any such promotional materials will be sent by Avis or Avis Licensees. Avis will never release your personal details for marketing purposes to any company that is not a member of the Avis Rent a Car System.
- (b) Avis maintains a record of your personal information to assist in the operation of our business. We operate as part of the Avis Rent a Car System and from time to time we may share the information provided with other companies (located inside and outside Europe) within the system for transaction processing purposes.
- (c) Avis will maintain electronic records of all rental agreements and other transactions that you enter into with Avis.
- (d) You have the right to access your personal information, to ask for its rectification and to object (at any time without cost) to the use of personal information for direct marketing purposes. For details on how to do any of these things, please refer to our privacy policy at www.avis.at.
- (e) Avis may disclose your personal information if required by relevant legal authorities or for the purposes of debt collection.
- (f) Your personal information will be controlled primarily by Avis Europe plc, whose registered office is at Avis House, Park Road, Bracknell RG12 2EW, United Kingdom.

Miscellaneous

- 10 You agree that the entry into these Terms and Conditions, and all communications relating to Avis Preferred Rental Agreements (including reservation confirmations), by way of electronic communication (including e-mail and telephone) will comply with all written evidence rules (to the extent they are applicable). Avis will be entitled to rely on its electronic records to prove the contents of the agreements you will enter into with Avis and Avis Licensees, even if this requires deviation from any applicable written evidence rules.
- 11 Avis shall have the right to vary these Terms and Conditions from time to time on notice to you by way of notification on the Avis website at www.avis.at. The latest version of these Terms and Conditions will be made available on the Avis website at www.avis.at. If Avis varies these Terms and Conditions in such a way as to significantly vary your benefits or obligations, Avis will notify you of such changes by e-mail to the address specified in the Membership Form or subsequently notified to Avis. Unless you give Avis written notice to the contrary within 30 days of notice from Avis, you will be deemed to have accepted such variation.
- 12 Avis and you shall each have the right at its and your discretion to terminate your membership of Avis Preferred at any time upon notice to the other party. In the event of your material breach of any of these Terms and Conditions and/or any Avis Preferred Rental Agreement, Avis may immediately terminate your membership of Avis Preferred without notice.