

VEHICLE LOANER AGREEMENT

This Vehicle Loaner Agreement, Exhibit A to the Vehicle Loaner Agreement, Attachment 1 to Exhibit A to the Vehicle Loaner Agreement (if applicable), and Exhibit B to the Vehicle Loaner Agreement (collectively, this "Agreement") sets out the details and terms for all Customers named in Exhibit A to the Vehicle Loaner Agreement (individually and collectively, referred to in this Agreement as "Customer") to hire the use of a vehicle on Lānaʻi. This Agreement is an agreement between Lānaʻi eCar Rental, LLC ("Owner") and Customer, and is made as of the date specified at the signature line below. In consideration of the use of said vehicle, Customer hereby agrees as follows:

1. VEHICLE DESCRIPTION AND PERIOD OF USE. Customer desires to use, and Owner will allow Customer to use, the motor vehicle (herein referred to as "Vehicle") described in Exhibit A to the Vehicle Loaner Agreement attached hereto and made a part hereof ("Exhibit A"), for the period of use ("Period of Use") described in Exhibit A and subject to adjustment as provided in this Agreement, upon the terms and conditions set forth in this Agreement.

2. PERSONS WHO MAY DRIVE THE VEHICLE. Customer agrees that the Vehicle may be driven during the Period of Use only by a Customer that: (a) is named as a Customer on Exhibit A, and has signed this Vehicle Loaner Agreement and Exhibit A; (b) holds a current valid driver's license appropriate for the Vehicle, legally authorizing Customer to operate the Vehicle ("legally authorizing") or similar term to mean in this Agreement, legally authorizing, without restriction or if with restriction, with a restriction that does not affect Customer's legal authorization to operate the Vehicle provided under this Agreement), during the entirety of the Period of Use (c) has current and valid vehicle insurance (such term, as used in this Agreement, shall include automobile liability insurance covering death of or injury to other parties and damages to property of other parties) that covers Customer's use of the Vehicle under this Agreement during the entirety of the Period of Use; and (d) is 25 years of age or over. Customer warrants that he or she satisfies all of the foregoing requirements, and will provide to Owner evidence of (b) and (d) when signing this Agreement.

3. USE FEES. Customer agrees to pay all of the Use Fees listed, at the rates stated, in Exhibit A, for Customer's use of the Vehicle during the Period of Use. The basic daily fee and other Use fees specified in Exhibit A will be charged for each 24-hour period and any portion of a 24-hour period during the Period of Use. (For example, if a Customer uses a Vehicle from 1:00 p.m. on Monday through 10:00 a.m. on Wednesday, Customer will pay the full basic daily fee for the 24-hour period from 1:00 p.m. on Monday to 1:00 p.m. on Tuesday, and will pay the full basic daily fee for the partial 24-hour period from 1:00 p.m. on Tuesday to 10:00 a.m. on Wednesday.) Regardless of the estimated end date and time of the Period of Use stated in Exhibit A, the Use Fees will be charged based on the actual end date and time of the Period of Use, as provided in Exhibit B to the Vehicle Loaner Agreement ("Exhibit B"), which Exhibit B will be completed and signed by Owner and Customer upon return of the Vehicle to Owner in accordance with the terms of this Agreement, and thereafter will be attached hereto and made a part of this Agreement. If Owner and Customer do not complete and sign Exhibit B upon Customer's return of the Vehicle, Customer will pay all Use Fees for the actual Period of Use as indicated by Owner based on the date and time that Customer returned the Vehicle to Owner in accordance with the terms of this Agreement. If Customer fails to return the Vehicle to Owner by the estimated end date and time stated in Exhibit A and in accordance with the other terms of this Agreement, then Customer will pay Use Fees for the actual Period of Use of the Vehicle until the Vehicle is returned to Owner as required by this Agreement, plus a late fee for each 24-hour period or any portion of a 24-hour period for which Customer fails to return the Vehicle as just stated, and may be responsible for additional charges and liabilities as provided in this Agreement.

4. OTHER CHARGES. In addition to the Use Fees described in Section 3, above, Customer acknowledges and agrees that Customer shall be responsible to pay to Owner and/or any other applicable party, in a timely manner, any additional charges incurred, caused or permitted by Customer in connection with the Vehicle or this Agreement or arising from or relating to any occurrences or matters during the Period of Use, which charges may become due and payable or remain payable even after the end of the Period of Use. These include, but are not limited to:

- a. charges for loss of, damage to or repair of the Vehicle; lost or damaged keys or accessories; or roadside assistance or towing charges if not due to inherent mechanical problems (subject to the other terms of this Agreement);
- b. charges for cleaning the Vehicle's interior or exterior if the Vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorizing, including cleaning due to spillage of fluids, food, vomit, other stains, pet hair or unpleasant odors, including from smoking in the Vehicle;
- c. charges that may be imposed by State or other governmental authorities for traffic or parking violations or infractions or other matters (for example, governmental agencies may impose a fine for driving on the beach of \$500); and
- d. any charges relating to the enforcement of the provisions of this Agreement or the collection of amounts payable under this Agreement (including attorneys' fees and costs and other collection costs).

5. COLLECTION OF PAYMENT. Unless an alternative form of payment is agreed to by Owner and Customer in writing, Owner will charge Customer's credit, debit or charge card that is provided at the time the reservation is made and/or when the vehicle is picked up, and Customer consents to and authorizes the same, all Use Fees payable by Customer and any other charges under this Agreement

payable by Customer, which charges may be made during and/or after the Period of Use. Such authorized charges will include any unpaid citations or other fines, penalties, fees or costs assessed by a governmental authority, and any administrative fee charged by Owner therefor, and any extra cleaning, towing or roadside assistance charges payable by Customer, which charges are further explained in this Agreement. If Customer fails to pay any money due under or in connection with this Agreement within 14 days of the date by which Customer was required to pay the money, Owner may, without prejudice to any other rights or remedies Owner may have or be entitled to, charge Customer and Customer agrees to pay, all additional charges as outlined below:

- a. interest at an annual rate of 10% (compounded daily) on the total amount owing from the expiration of 14 days from the date on which Customer was required to pay the money to the date of payment;
- b. all costs incurred by Owner for the collection of the unpaid money, including any costs incurred for a debt collection agency or attorneys; and
- c. an administration fee of \$50 for each overdue payment.

6. USE OF THE VEHICLE. Customer shall not:

- a. use or allow the Vehicle to be used for the transport of passengers or property for hire or for a fee;
- b. sublet, hire, loan, transfer or assign the Vehicle to any other person or allow any person not named as a permitted Customer on Exhibit A to drive the Vehicle;
- c. allow the Vehicle to be used outside his/her authority;
- d. operate the Vehicle or allow it to be operated by any person who has consumed alcohol or drugs, whether legally prescribed or not, in amounts or in a manner or combination that impairs Customer's ability to drive the Vehicle safely and legally;
- e. cause or permit to be caused any damage to Vehicle, nor operate or handle the Vehicle or allow it to be operated or handled recklessly, or in any manner that is a violation of the law, including operating the Vehicle on a flat tire;
- f. operate the Vehicle or allow it to be operated for the transport of more passengers than there are proper seat belts in the Vehicle;
- g. drive or allow the Vehicle to be driven by any person if, at the time of driving the Vehicle, (i) the driver does not hold a current valid driver's license appropriate for the Vehicle legally authorizing driver to operate the Vehicle and current and valid vehicle insurance covering the driver's use of the Vehicle under this Agreement, and (ii) the driver is not 25 years in age or over;
- h. drive or allow the Vehicle to be driven on any roads or in any conditions as stated in Section 12(k) of this Vehicle Loaner Agreement, or on any beach, driveway, or surface likely to damage the Vehicle, nor plow through puddles;
- i. operate the Vehicle or allow it to be operated to propel or tow any other vehicle or matter;
- j. use the Vehicle for hunting purposes, nor transport any animal (dead or alive) in the Vehicle (with the exception of licensed assistance dogs or other animals which must be permitted by law, provided that in all such cases (except where prohibited by law), proper evidence of authorization is provided to Owner);
- k. use or operate or allow the Vehicle to be used or operated in involvement with any illegal activity;
 - l. use any unauthorized equipment on or in the Vehicle;
 - m. carry or load anything on top or outside of the Vehicle;
 - n. fail to use seat belts and, if required, child restraint seats;
 - o. refuel or recharge the Vehicle in an incorrect manner or with the wrong type of matter; or
 - p. smoke or allow any person to smoke in the Vehicle.

7. CUSTOMER'S OBLIGATIONS. Customer shall ensure that:

- a. all reasonable care is taken when driving and parking the Vehicle;
- b. the Vehicle is locked and secure at all times when it is not in use, and the keys are kept safe;
- c. no part of the engine, transmission, braking, suspension or other vehicle systems are interfered with;
- d. should a warning light be illuminated or Customer believes the Vehicle requires mechanical attention, Customer will stop driving and advise Owner immediately;
- e. the Vehicle is properly fueled or charged for Customer's use and so as not to cause any damage to the Vehicle (electric vehicles may be returned to Owner with the keys for recharging at no additional cost, provided that it is the Customer's responsibility to inform Owner that Customer desires the Vehicle to be recharged and that there are adequate recharging stations available; in no case will Owner be responsible for, nor does it provide any guarantee as to, recharging the Vehicle or the amount of charge the Vehicle will have upon return of the Vehicle to Customer);
- f. all drivers authorized to use the Vehicle during the term of this Agreement and their guests and invitees are aware of and comply with all of the terms outlined in this Agreement; and
- g. any authorized driver carries their driver's license with them in the Vehicle at all times and will produce such information on demand to any enforcement officer, governmental authority or representative of Owner.

8. MECHANICAL REPAIRS, ACCIDENTS AND ROADSIDE ASSISTANCE. If the Vehicle is involved in an accident, is stolen or vandalized, is damaged, breaks down or requires repair or salvage, regardless of cause, Customer shall notify Owner of the full circumstances by telephone immediately and fill out a report as required by Owner, and in the case of any accident, theft or vandalism, shall notify the police, and emergency services if needed, immediately. Customer shall not arrange or undertake any repairs or salvage without Owner's authority (this

includes, but is not limited to, purchasing a replacement tire or replacing a flat tire) except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle, persons or other property. Customer shall not drive the Vehicle on a flat tire. Towing is free for all inherent mechanical faults (as determined by Owner or its authorized repairer) related to the Vehicle specified in this Agreement. (Owner reserves the right to make such determination as to whether such towing is free or not after the Period of Use has ended, and to charge Customer for the costs related to that towing after that determination is made.) For all other roadside assistance call outs including flat tire, refueling, recharging, jump start, lost keys, keys locked in the Vehicle, and the Vehicle becoming stuck in mud, sand or on an extremely uneven or dangerous surface, a service fee will be charged to Customer in the amount of \$500 for most locations, although additional charges may apply. If the Vehicle requires maintenance, repair or replacement, the decision to supply another vehicle to Customer is at Owner's sole discretion. Customer will provide to Owner a legible copy of any service of process, pleading, notice or other communication of any kind relating to any claim, demand or proceeding in connection with any accident involving the Vehicle, and of any paperwork relating to any roadside assistance.

9. RETURN OF VEHICLE. By no later than the estimated end date and time of the Period of Use as indicated in Exhibit A, Customer shall return the Vehicle, any accessories provided with it and all keys to the Vehicle to Owner at such place designated for return of the Vehicle in Exhibit A, in the same condition Owner received them in. Upon return of the Vehicle, Customer agrees to complete Exhibit B with the authorized agent of Owner who is receiving the Vehicle for Owner, and to sign Exhibit B. If Customer returns the Vehicle at a time other than said estimated end date and time, Customer will contact Owner to confirm the place of return of the Vehicle. In no case shall Customer abandon the Vehicle or keys, but must return the Vehicle and all keys to an authorized agent of Owner. Nothing contained in this Agreement shall be construed to authorize Customer to retain the Vehicle beyond the estimated end date and time of the Period of Use as indicated in Exhibit A, unless Owner specifically agrees to an extension of the Period of Use in writing. The decision to agree to any extension is at Owner's sole discretion. Regardless if Owner has agreed or not to an extension of the Period of Use, Customer will be responsible for the Vehicle and all Use Fees, charges and costs and for abiding by all provisions of this Agreement for the actual Period of Use that Customer retains the Vehicle or fails to return the Vehicle and all keys to Owner as required by this Agreement. Customer acknowledges and agrees that the inspection of the Vehicle and any accessories at the time of Customer's return of the Vehicle to Owner may not reveal all damages or losses to the Vehicle or accessories, and Owner reserves all rights and remedies against Customer as to any other damages or losses to the Vehicle or accessories for which Customer is responsible under this Agreement but is discovered at a later time. If Customer does not comply with any part of this paragraph, Customer shall be responsible for any and all costs, damages, losses and liabilities directly or indirectly incurred by Owner due to Customer's failure to comply with this paragraph. Customer acquires no title to the Vehicle or accessories and no one, except for Owner, may transfer them.

10. LIABILITY. Customer is liable and responsible for:

- any loss of, or damage to, the Vehicle or its accessories during the Period of Use or arising from or related to any occurrences or matters during the Period of Use, even if someone else caused it or the cause is unknown, and any loss, cost, expense, damages, claim or liability relating to the Vehicle or Customer's use thereof, and occurring during the Period of Use or arising from or relating to any occurrences or matters during the Period of Use (including any claim arising out of any violation of law);
- any loss of, or damage to, vehicles and property of any persons, and any death or injury of, or damages, loss, cost or expense incurred by any persons, relating to the Vehicle or Customer's use thereof, and occurring during the Period of Use or arising from or relating to any occurrences or matters during the Period of Use; and
- any consequential damage, loss, expense or cost incurred by Owner relating to Sections 10(a) or (b) above, including salvage costs, towing and storage costs, diminution in value (which is the difference between the value of the Vehicle before the damage and value of the Vehicle after the damage), loss of ability to re-loan or use the Vehicle and damages due to inability to fulfill agreements with third parties due to loss of use of Vehicle, cost to hire or obtain a replacement vehicle and loss of revenue.

However, Customer's responsibility will not exceed the amount of damages expressly limited by applicable law.

11. INSURANCE. Customer is advised that automobile insurance is carried by Owner with respect to the Vehicle, but for any claims for which Customer may be responsible under this Agreement, Owner or Owner's insurance company may pursue reimbursement of all costs (including, attorneys' fees and costs) associated with said claims against Customer. (For example, Owner may pursue reimbursement from Customer for any deductible required to be paid out of pocket by Owner in relation to any such claim.) Customer acknowledges that as a requirement to being a driver of the Vehicle, Customer must have its own insurance coverage covering Customer's use of the Vehicle, and that Customer is responsible for investigating whatever insurance coverage he or she may or may not have. Nothing in this Agreement shall be read to mean that Owner's insurance policy will be primary to Customer's insurance policy, and, to the extent permitted by law, Customer's insurance policy will be deemed to be primary in relation to any such claim, unless Owner elects in writing to have Owner's insurance policy to be primary. Owner, on behalf of itself and Owner's insurance company, reserves all subrogation rights pertaining to any claims against or by Customer, and does not waive any rights or remedies for such claims, even if an insurance company pays for such claims.

12. INSURANCE EXCLUSIONS. Customer acknowledges that Customer's insurance company, or Owner, may pursue a claim against Customer under any instance when Customer is in violation of any term of this Agreement or when Customer may be responsible for a claim under this Agreement, such instances include, but are not necessarily limited to, the following:

- at any time when the driver of the Vehicle is under the influence of alcohol or any drug;
- at any time when the Vehicle is in an unsafe or unroadworthy condition, such condition arising during the Period of Use, that caused or contributed to the damage or loss, and Customer was aware or should have been aware of the unsafe or unroadworthy condition of the Vehicle;
- at any time when the Vehicle is driven in violation of any other provision of this Agreement;
- at any time when the Vehicle is driven by anyone not named in this Agreement as a Customer;
- at any time when the Vehicle is driven by an unlicensed person or by a person not legally authorized to operate the Vehicle;
- at any time when the Vehicle is willfully or recklessly damaged or lost by Customer, or a person under Customer's authority or control;
- at any time when the driver commits a traffic or parking offense or infraction while driving or using the Vehicle;
- at any time when the Vehicle is loaded or is being loaded in excess of the manufacturer's specifications, or used in a manner beyond the Vehicle's normal use or capacity;
- at any time when the driver fails to stop or remain at the scene following the occurrence of an accident where required to do so by law;
- any fine or penalty imposed as a result of prosecution for breach of any law;
- at any time when the Vehicle was being driven on any of the following roads or in any of the following conditions: the Munro Trail, in any area that is not on a road, whether paved or dirt, including on any beach or other location with deep sand or unstable dirt or gravel, in any muddy, slippery or dangerous condition, or, for a 4-wheel drive vehicle, on any unpaved road on a day when Owner's representative informs Customer that the unpaved roads are off limits or unsuitable for driving, or, for a non-4 wheel drive vehicle, on any unpaved road; or
- at any time when the Vehicle was operated beyond the estimated end date and time of the Period of Use, or at any other time or in any other circumstances notified by Owner to Customer that the Vehicle should not be operated.

Nothing in this Agreement will be read as placing on Owner the responsibility of notifying Customer of current weather, road or safety conditions, which will be the responsibility of Customer to obtain and review.

13. RELEASE AND INDEMNITY. Customer agrees to defend, indemnify and hold harmless Owner and its management company, and each of their respective officers, directors, members, managers, affiliates, employees, agents and representatives (collectively, the "Indemnified Parties"), from and against, and pay Indemnified Parties for, all claims, actions, proceedings, judgments, liabilities, demands, losses, damages, costs and expenses (including attorneys' fees and costs) incurred or suffered by, or brought or threatened against, any of the Indemnified Parties resulting from, arising out of or relating to (i) the Vehicle during the Period of Use; (ii) use or misuse of the Vehicle by Customer; (iii) any occurrences or matters during the Period of Use; (iv) any claims, instances, offenses, infractions, violations or fines for which Customer is responsible under Sections 10, 12 or 14 of this Agreement; or (v) any violation or failure to abide by any term or provision of this Agreement by Customer. Owner and the Indemnified Parties, to the extent permitted under any applicable law, make no representation or warranty regarding the Vehicle or weather, safety, driving, traffic, roadway, environment or Vehicle conditions, no warranty of merchantability, and no warranty that the Vehicle is fit for a particular purpose, whether express, implied or apparent. Customer, for him or herself and for the other Customers, Customer's guests and Customer's invitees and each of their respective estates, personal representatives, heirs, successors-in-trust, successors and assigns (collectively, "Customer's Group"), hereby releases the Indemnified Parties from any and all claims and liabilities, including those for injury, death or property damage, that may arise as a result of or are in connection with Customer's use or any of Customer's Group's use of the Vehicle. Customer assumes all risk of loss, including death, injury and property damage, on behalf of him or herself and Customer's Group for their use of the Vehicle, and acknowledges that a vehicle and driving or being a passenger in a vehicle can be dangerous, that the island of Lāna'i has areas that are remote and have no telephones, facilities, drinking water or cell phone reception and that driving to such areas can be risky and that some roads on the island of Lāna'i are dangerous, bumpy, susceptible to mud and potholes and subject to changeable conditions including becoming impassable, depending on weather and other factors. IN NO EVENT SHALL OWNER BE LIABLE OR RESPONSIBLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED DIRECTLY OR INDIRECTLY TO ANY BREACH BY OWNER OF THIS AGREEMENT.

14. TRAFFIC AND OTHER OFFENSES. All traffic and/or parking offenses, infractions or violations by any Customer or which occur during the Period of Use, and all penalties, fines, costs, expenses, charges and/or fees relating thereto, are the responsibility of Customer. Customer will immediately notify Owner of such an offense, infraction or violation, and immediately provide Owner with copies of any documentation, notices, correspondence or evidence of payment received or provided by Customer in connection with the offense, infraction or violation. In the event that Owner receives notice of any such offense, infraction or violation, Owner will send a copy of such notice to Customer as soon as is practicable and may provide the necessary information to the relevant issuing authority for such notices to be directed to Customer or for such offense, infraction or violation to be handled

by Customer. Subject to applicable law, if Customer fails to provide Owner with reasonable evidence that it is handling and resolving such offense, infraction or violation in a timely manner, and Owner may be subject to liability due to such offense, infraction or violation, then Owner may handle and resolve such offense, infraction and violation, and Customer shall be subject to such resolution of the matter and any penalties, fines, costs, expenses, charges and/or fees resulting from such resolution. In no case, will any provision in this Agreement be read to mean that Owner is obligated to pay for or handle such offenses, infractions or violations on behalf of Customer. **Customer is encouraged to resolve and pay directly to the court, county government or other appropriate government agency all applicable fines, costs, monetary assessments, penalties, fees, surcharges, or other charges.** Customer shall pay for or reimburse Owner for any penalties, fines, costs, expenses, charges, administrative fees and/or other fees relating to such offenses, infractions or violations, which are incurred, charged to or paid by Owner, including, any administrative fees, costs or expenses imposed on Owner to waive any name and address of Customer requirements. **In addition, Owner may also charge an administrative fee to Customer, the maximum estimated amount of which is \$75, plus GET, to cover certain costs such as research of files and communications with the court, county government, governmental agencies and Customer.**

15. CANCELLATION OF AGREEMENT. Owner has the right, at any time by providing notice to Customer, to terminate this Agreement and take immediate possession of the Vehicle if Customer fails to comply with, or is in violation of, any of the terms or provisions of this Agreement, or if there is an occurrence that gives Owner a claim or right against Customer under this Agreement, or if the Vehicle is lost, damaged or inoperable or requires maintenance. The termination of this Agreement under the authority of this clause shall be without prejudice and in addition to the other rights and remedies of Owner and the rights and remedies of Customer under this Agreement, law or otherwise. Upon termination of this Agreement, all provisions which were intended or are required to survive the termination of this Agreement in order for the parties to properly and fully satisfy or complete the obligations or provisions as provided in this Agreement, will survive the Period of Use and/or termination of this Agreement.

16. GPS UNIT. Customer acknowledges and agrees that Customer is responsible and liable for:

- a. damage to or loss, including theft, of any global positioning system ("GPS") unit provided with the Vehicle and/or its accessories. The charge for any damaged or lost GPS unit is \$350 plus GET per unit; and
- b. a handling and freight fee where any GPS accessory is damaged and/or not returned with the GPS unit. The charge is \$30 plus GET per GPS unit.

17. PERSONAL PROPERTY. Owner does not assume responsibility for any personal property of Customer or Customer's guests or invitees left in, on or about the Vehicle at any time. Customer releases Owner and all other Indemnified Parties from all claims for loss of, or damage to, Customer's or Customer's guests' or invitees' personal property whether handled, stored, left or carried in, on or about the Vehicle, whether or not the loss or damage was caused by the negligence of Owner or any of the other Indemnified Parties.

18. GET. ("GET") To the extent that Owner must pay the same, Customer agrees to pay to Owner, together with each Use Fee and any other charges payable by Customer under this Agreement, which are subject to the State of

Hawai'i general excise tax (the "GET") on gross income, as the same may be amended from time to time, or any other similar taxes imposed upon Owner with respect to payments in the nature of a gross receipts tax, sales tax, privilege tax or the like, excluding federal or state net income taxes, whether imposed by the United States, State of Hawai'i or County of Maui, an amount which when added to such payments shall yield to Owner after deduction of all such tax payable by Owner with respect to all such payments a net amount which Owner would have realized from such payments had no such tax been imposed.

19. AUTHORIZATION AND JOINT AND SEVERAL LIABILITY. Each person that is a Customer under this Agreement agrees that any one person providing authorization, consent or agreement or taking any other action, or receiving any notice or other communication from Owner, as a Customer under this Agreement, will be deemed to have provided proper and full authorization, consent or agreement or taken action, or received proper notice or communication from Owner, on behalf of all persons that are a part of Customer under this Agreement, regardless if less than all persons have signed or directly provided such authorization, consent or agreement or taken such action, or received such notice or communication from Owner. All persons that are a part of Customer under this Agreement are jointly and severally liable for the obligations and provisions under this Agreement to be performed, complied with or abided by Customer. However, for purposes of any charges payable by Customer under this Agreement, and any communications made to Customer under this Agreement, all persons that are a part of Customer agree that Owner may elect, in Owner's discretion, to charge and provide communications only, first or primarily to the Customer indicated as "Primary" on Exhibit A, on behalf of Owner.

20. MISCELLANEOUS. (a) The term "Vehicle" means the Vehicle, or its replacements and all of its parts, equipment, accessories, keys and documents, and the term "including" or similar term, means including, without limitation, or including, but not limited to; (b) except as may be specifically provided otherwise in this Agreement, no term of this Agreement may be waived or changed and this Agreement may not be terminated without the written agreement of Owner, signed or initialed by Owner's authorized representative; (c) Owner reserves the right to share Customer's information obtained under or relating to this Agreement with third parties for verification of driver's license or insurance, for billing purposes or to enforce collection efforts, to enforce other provisions of this Agreement, in connection with any claims Customer is responsible for under this Agreement (e.g., Customer and accident information to insurance companies or third parties involved in accidents with Customer), to detect fraud, prevent fraud and/or as required or requested by law or any governmental agencies; (d) Customer shall not be permitted to assign any of its interests, rights or obligations under this Agreement, and any such attempted assignment will be null and void; (e), if any provision of this Agreement is held by a court or other similar authority to be invalid or not enforceable to its fullest extent, such provision shall be enforced to the extent permitted by law, and the validity of the remaining provisions hereof will not be affected thereby; (f) all notices and other communications will be provided to the parties based on the contact information in Exhibit A attached hereto, unless a party provides the other party, in writing, of revised contact information, in which case, the receiving party will use the revised contact information for that notifying party after such notice; (g) the numbers and headings of sections and subsections in this Agreement are inserted only for convenience and reference and shall in no way define, limit or describe the scope or intent of any provision of this Agreement; (h) this Agreement shall be binding upon and inure to the benefit of Owner and Customer and each of their respective estates, personal representatives, heirs, successors-in-trust, successors and permitted assigns; and (i) THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF HAWAII, AND CUSTOMER AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE HELD IN COURTS OR OTHER VENUES IN HAWAII.