



TERMS OF USE

SEPTEMBER 2024

avis budget group

Contents

ABOUT THE TERMS	1
ABOUT THE WEBSITE	4
ACCOUNTS	5
FEES AND PAYMENT TERMS	7
USER CONDUCT GUIDELINES	7
PRIVACY	10
INTELLECTUAL PROPERTY	10
THIRD PARTY LINKS	11
DISCLAIMER OF WARRANTIES AND LIABILITY	12
INDEMNIFICATION	13
GOVERNING LAW	13
DISPUTES, BINDING INDIVIDUAL ARBITRATION, AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS	13
MISCELLANEOUS	18



Welcome to the Avis Budget Group, Inc. career website. PLEASE READ THESE TERMS CAREFULLY BEFORE CONTINUING ON WITH YOUR USE OF THIS WEBSITE ESPECIALLY BECAUSE THESE TERMS MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION, WAIVING YOUR RIGHT TO TRIAL BY JURY, AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION – SEE SECTION 12 BELOW. THIS WEBSITE AND INFORMATION ON IT IS CONTROLLED BY AVIS IN THE UNITED STATES. PLEASE SEE OUR CANDIDATE [PRIVACY NOTICE](#) FOR FURTHER INFORMATION.

The Terms are meant to protect all of our Website visitors and your use of this Website signifies your agreement with these Terms. If you are accepting or agreeing to the Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to act on behalf of and bind that entity to the Terms. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE OR ACCESS THIS WEBSITE.

1. ABOUT THE TERMS

1.1 Definitions.

As used in these Terms of Use:

- **“Users”** means any and all persons that access or use the Website. References to “access” and/or “use” of the Website (and any variations thereof) include the acts of accessing or browsing the Website.
- **“Website”** refers to any website owned or operated by Avis (including the website currently located at <https://www.avisbudgetgroup.jobs/>). References to the “Website” include any and all features, functionality, tools and content available on or through each such website.
- **“Avis,” “we,” “Company,” or “us”** refer to Avis Budget Group, Inc. and our officers, directors, employees, contractors and agents. To the extent applicable, they also refer to our subsidiaries, affiliates, service providers and licensors, and their respective officers, directors, employees, contractors and agents.



1.2 Applications for Employment

Applications you submit (completed or uncompleted) can be viewed under My Applications at any time you are logged in. Your application will be considered active for ninety (90) days only.

- i) **At-Will Employment:** I understand and agree that this application, and my submission of this application, does not constitute a promise or guarantee of employment. I also understand and agree that if hired, unless I am employed under a collective bargaining agreement or a specific written contract signed by the Chief Human Resources Officer or General Counsel of the Company, my employment with the Company will be “at-will”, which means that either I or the Company may terminate my employment at any time, with or without cause, and with or without prior notice. I further understand and agree that no representative of the Company has any authority to make any assurances, representations or promises contrary to the “at-will” nature of my employment unless it is in a written document signed by the Chief Human Resources Officer or General Counsel of the Company. In addition, I understand and agree that the Company reserves the right to make unilateral changes to the terms and conditions of my employment, if hired.
- ii) **Post Offer Screening:** Any offer of employment will be conditional upon a satisfactory result for all applicable pre-employment checks, which may include reference checks, criminal conviction check, driver license check, credit check, and visa check. It is the applicants’ responsibility to act in good faith and declare any criminal convictions throughout the recruitment process, whether to the Talent Acquisition member or the hiring manager, dependent on which stage of the process their application proceeds.

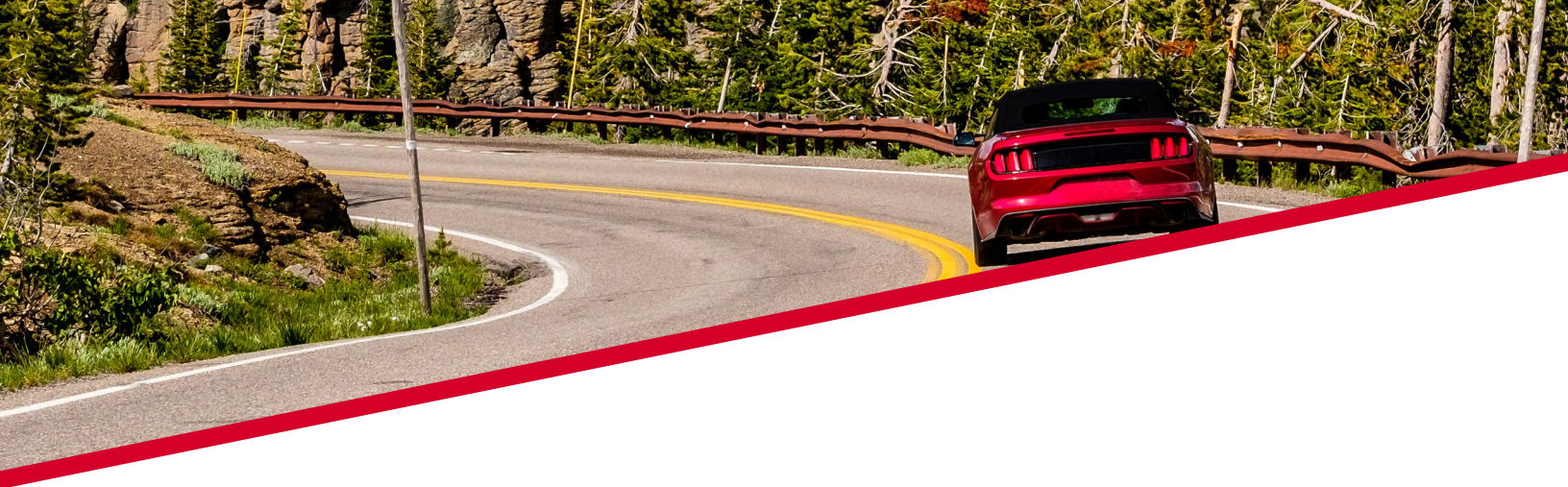
I understand and agree that I may be required, after a conditional offer of employment, to submit to a drug screen/test where legally permissible, motor vehicle check and other pre-employment verifications and testing as permitted by applicable law.



- iii) **Restrictive Covenants:** To the extent I am subject to restrictive covenants or contractual limits on my ability to work or solicit former clients or colleagues, or my possession, transfer or use of confidential and/or trade secret information, I understand and agree that I must disclose the nature of such covenants or contractual limits to the Company at least two weeks before my employment start date. I also understand and agree that I am personally responsible for complying with such enforceable covenants and contractual limitations until they expire and the Company expects me to do so.
- iv) **Telephone Calls and Text/WhatsApp messages:** I understand and agree that, in connection with my application for employment, Avis Budget Group can make calls and send (SMS) text or WhatsApp (where applicable) messages to me through the telephone number(s) I provided, including communications from automated systems. Standard message and data rates may apply.
- v) **Certification of Truthfulness:** I certify that the answers, statements and documents I provided in connection with my application for employment, including on this application, my resume and cover letter, and any other documents I provided or signed, and during the interview and hiring process (if hired), are true, correct and complete to the best of my knowledge. I understand and agree that a false or misleading answer or statement, or an omission, may result in a decision not to hire me, the withdrawal of any offer of employment, or the termination of my employment with the Company (if hired), regardless of when such false, omitted, misleading or erroneous information is discovered

1.3 Website Rules and Supplemental Terms

Your access to and use of the Website is governed by the terms and conditions of these Terms of Use, our Privacy Notice, any and all other policies and rules referenced herein, posted on the Website, or otherwise communicated to users (the “**Website Rules**”).



Certain of the features, functionality, tools, content and promotions available on or through the Website may be subject to additional or supplemental terms and conditions (“**Supplemental Terms**”). If you choose to access or use those features, functionality, tools or content or participate in those promotions, the applicable Supplemental Terms are also incorporated and deemed part of these Terms of Use. If there is a conflict between these Terms of Use and the Supplemental Terms, the Supplemental Terms will govern and control with respect to the applicable features, functionality, tools, content and promotions.

1.4 Amendment of Terms

Avis reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms at any time. If we choose to amend the Terms, we will update the Effective Date at the top of the Terms and post the updated version. We may also, at our option, choose to notify you by e-mail or another means. By choosing to continue to use or access this Website after we have posted notice of such modifications, alterations or updates, and after you have had the opportunity to read the revised Terms, you agree to be bound by such revised Terms.

2. ABOUT THE WEBSITE

2.1 License to Use

Subject to your compliance with the Terms, Avis grants you a limited non-exclusive, non-transferable, non-assignable and non-sublicensable license to access and use the Website, including the right to download and install a copy of the App on each mobile device that you own or control. This license is granted for the sole purpose of enabling you to use and enjoy the benefit of the Website as provided by Avis, in the manner permitted by the Terms.



2.2 Modifications and Updates to the Website

Avis reserves the right, in its sole discretion, to modify or discontinue offering the Website in whole or in part, including any features, functionality, tools or content thereof, at any time, for any reason or no reason, with or without notice to you (collectively, **“Updates”**). Updates may also modify or delete features, functionality, tools or content in their entirety. All Updates will be subject to all terms and conditions of the Terms.

You agree that Avis has no obligation to provide any updates or to continue to provide or enable any particular features, functionality, tools or content, and will not be liable with respect to any such modifications, discontinuance or deletions.

2.3 International Users

The Website is controlled and operated within the United States. You are hereby prohibited from accessing or using the Website from any territory where the Website or any of the features, functionality, tools, content thereof, is illegal. If you choose to access the Website from a location outside the United States, you do so at your own risk and you are solely responsible for compliance with applicable laws, rules and regulations, including any local laws regarding online conduct and content.

3. ACCOUNTS

3.1 Account Registration

While some Website content is publicly available, you may be required to register for a user account before you are able to use certain features and functions. You may register to create an account directly via the Website.

You may not register for an account on behalf of any person (other than yourself).



3.2 Account Set-Up

Your account will be created based upon the information you provide to us. You agree to provide complete, accurate and up-to-date information during the registration process and to update such information as necessary to ensure that it remains complete, accurate and up-to-date.

When you create your account, you agree to immediately notify Avis of any unauthorized use of your account. You further acknowledge and agree that you will be solely responsible for any activities or actions on or through your account, whether or not you have authorized such activities or actions. Avis cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

3.3 Account Suspension and Cancellation

You may cancel your account at any time.

We may, in our discretion, without liability to you and without limiting our other remedies, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your account and take technical and legal steps to prevent you from using our Website at any time for any reason.

Avis reserves the right to suspend or terminate your account or your access to the Website if you create more than one account, or if any information provided during the registration process or thereafter is determined to be incomplete, inaccurate, outdated, deceptive or fraudulent.

We reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a prolonged period of time. We also reserve the right to cancel accounts of Users who fail to comply with the Terms, including the terms and conditions regarding User conduct, as set forth in the "User Conduct Guidelines" section below and elsewhere in the Terms.

If Avis has suspended your account due to your actual or suspected breach of the Terms, such suspension will continue until the suspected breach is cured or otherwise resolved to Avis's reasonable satisfaction.



4. FEES AND PAYMENT TERMS

4.1 Third Party Charges

You are solely responsible for any fees or charges incurred to access the Website through an internet access provider or other third party, including without limitation data charges incurred if you are not connected to WiFi access, charges to receive SMS messages or other mobile access, which may be billed to you or deducted from your prepaid balance by your mobile provider. You agree that Avis is not liable in any way for any third party charges.

5. USER CONDUCT GUIDELINES

You agree that you will access and use the Website for your personal use only. Any time you access or use the Website, you are required to comply with our User conduct guidelines, as set forth below.

You are not authorized to access or use the Website:

- to impersonate any person or entity, or falsify or otherwise misrepresent your identity, credentials, affiliations or intentions;
- to collect, store or use any information from or about another User;
- to “stalk” or harass any other User;
- to distribute unsolicited commercial or bulk electronic communications (or, “spam”), chain letters or “pyramid” schemes;
- for political campaigning, recruiting votes or soliciting donations or other support for legislative or other initiatives;
- to systematically retrieve information or content to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;



- if you are not able to form legally binding contracts (for example, if you are under 18);
- to engage in any activity that constitutes, or encourages conduct that would constitute, a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law or regulation;
- if you are a person barred from receiving services under the laws of the United States or other applicable jurisdiction; or
- for any other purposes that are not expressly permitted by the Terms.

Further, you may not:

- access, copy, distribute, share, publish, use or store any Website content, for purposes that violate the privacy rights or any other rights of other Users or any other third party, including by disclosing, selling, renting, distributing or exposing any Website content to a third party, using it for marketing purposes, or otherwise using it for any purposes unrelated to the Website;
- access, copy, distribute, share, publish, use or store, or prepare derivative works from any Website content that belongs to Avis, another User or to a third party, including works covered by any copyrights, trademark, patent, or other intellectual property right, except with prior express permission of the person or entity party holding the rights to license such use;
- share your login credentials or transfer your account to another party without our prior consent;
- circumvent our systems, policies, determinations as to your account status, including by attempting to access or use the Website if your account has been suspended or cancelled or you have otherwise been temporarily or permanently prohibited or blocked from using the Website;
- access, search, collect information from, or otherwise interact with the Website by “scraping,” “crawling” or “spidering” the Website, by the use of any software, device, script or robot, or by any other means (automated or otherwise) other than through the currently available, published interfaces that are provided by Avis, unless you have been specifically authorized to do so in a separate agreement with Avis;
- use, display, mirror or frame the Website, or any feature, functionality, tool or content of the Website, Avis’s name, any Avis trademark, logo or other proprietary information, without Avis’s express written consent;



- interfere with, disrupt, damage or compromise the Website or our systems or the access of any User, host or network in any way, including through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology or by overloading, flooding, spamming, mail-bombing the Website or otherwise imposing an unreasonable or disproportionately large load on the Website;
- access, tamper with or use non-public areas of any of the Website, Avis's computer systems, or the technical delivery systems of Avis's providers;
- probe, scan, or test the vulnerability of any system or network of Avis or its providers, or breach or circumvent any security or authentication measures of such system or network;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Avis or any of Avis's providers or any other third party to protect the Website;
- forge any TCP/IP packet header or any part of the header information in any e-mail or posting, or in any way use the Website to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the code or software used to provide the Website;
- export or re-export the Website, except in compliance with the export control laws and regulations of any relevant jurisdictions;
- otherwise abuse the Website or breach the Terms; or
- attempt to do any of the foregoing, or advocate, encourage or assist any third party in doing any of the foregoing.



6. PRIVACY

Our Website uses tracking technologies, including third-party tracking technologies, such as cookies. By using our Website you agree to our use of these technologies. Registration data and certain other information about you is subject to our Cookie Notice. For more information, please review our full Privacy Notice.

7. INTELLECTUAL PROPERTY

7.1 Website

This Website is controlled and operated by Avis. All content on this Website, including, but not limited to text, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by U.S. and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes), and are owned and controlled by Avis or its affiliates, or by third party content providers, merchants, sponsors and licensors (collectively **“Providers”**) that have licensed their content or the right to market their products and/or services to Avis. Content on this Website or any Website owned, operated, licensed or controlled by the Providers is solely for your personal, non-commercial use. You may print a copy of the content and/or information contained herein for your personal, non-commercial use only, but you may not copy, reproduce, republish, upload, post, transmit, distribute, and/or exploit the content or information in any way (including by e-mail or other electronic means) for commercial use without the prior written consent of Avis or the Providers. You may request consent by faxing a request to Avis. Without the prior written consent of Avis or the Providers, your modification of the content, use of the content on any other Website or networked computer environment, or use of the content for any purpose other than personal, non-commercial use, violates the rights of the owners of the Avis Website and/or the Provider copyrights, trademarks or service marks and other proprietary rights, and is prohibited. You may not use on your website any trademarks, service marks or copyrighted materials appearing on this Website, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright.



7.2 Feedback

We welcome and encourage you to provide feedback, comments, ideas and suggestions for improvements, enhancements and modifications to the Website (“**Feedback**”). You may submit Feedback by submitting an inquiry under the “Contact Us” section of the Website or by e-mailing us, at custserv@avis.com. You acknowledge and agree that all Feedback you give us (i) will be treated as non-confidential, and (ii) will be the sole and exclusive property of Avis. Without limiting the foregoing, you acknowledge that your Feedback may be disseminated or used by Avis or its affiliates for any purpose whatsoever, including developing, improving and marketing products. You hereby irrevocably transfer and assign to Avis all of your right, title, and interest in and to all Feedback, including all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback.

You agree to sign and deliver such documents, and otherwise provide such assistance, as may reasonably be required from time to time to perfect Avis’s rights in such improvements, enhancements and modifications.

8. THIRD PARTY LINKS

8.1 Linked Websites

This Website may contain links to other Websites (“**Linked Sites**”). The Linked Sites are provided for your convenience and information only and, as such, you access them at your own risk. The content of any Linked Sites is not under Avis’s control, and Avis is not responsible for, and does not endorse, such content, whether or not Avis is affiliated with the owners of such Linked Sites. Your access to such Linked Sites is governed by the terms of use and policies of those sites, not this Website. You may not establish a hyperlink to this Website that states or implies any sponsorship or endorsement of your Website by Avis, or its affiliates or Providers.



9. DISCLAIMER OF WARRANTIES AND LIABILITY

9.1 Disclaimer

THIS WEBSITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER AVIS, ITS AFFILIATED OR RELATED ENTITIES, NOR THE PROVIDERS, NOR ANY PERSON INVOLVED IN THE CREATION, PRODUCTION, AND DISTRIBUTION OF THIS WEBSITE WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES THE CONTENT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT WE MAY CHANGE OR DISCONTINUE THE SERVICES IN OUR SOLE DISCRETION AND WITH NO PRIOR NOTICE TO YOU.

9.2 Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW THE ENTIRE RISK ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE IS AND REMAINS WITH YOU. WITHOUT LIMITING THE FOREGOING, AVIS DISCLAIMS ANY AND ALL LIABILITY RELATED TO (I) YOUR USE OF OR INABILITY TO USE THE WEBSITE, AND (II) ANY WEBSITE CONTENT ACCESSED, VIEWED OR DOWNLOADED IN CONNECTION WITH THE USE OF THE WEBSITE. IN NO EVENT WILL AVIS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR DAMAGES FOR LOST REVENUES OR PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AVIS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSIVE OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN THIS SECTION, SO THESE LIMITATIONS AND EXCLUSIONS APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN THE EVENT THAT THE FOREGOING LIMITATION OF LIABILITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, AVIS'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS SHALL BE LIMITED TO ONE HUNDRED U.S. DOLLARS (US\$100).



10. INDEMNIFICATION

You are fully responsible for how you use this Website. You may not share your log-in information with anyone else, but if you do you are fully responsible for how they use the Website too. You agree to indemnify, defend, and hold harmless Avis and the Providers, its and their officers, directors, employees, service providers, vendors, affiliates, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms.

11. GOVERNING LAW

These Terms shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles.

12. DISPUTES, BINDING INDIVIDUAL ARBITRATION, AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS

For the purposes of this Section 12, "Avis Party" or "Avis Parties" shall mean Avis and Avis's service providers and licensors, and their respective officers, directors, employees, contractors and agents when providing services for or on behalf of Avis.

Disputes include: (a) any claim you may have against Avis in connection with the Website and any employment inquiry or application for employment, (b) any claim Avis may have against you in connection with the Website, and (c) any action to enforce the Terms, to object to the Terms, or in any way arising out of or related to the Terms.



12.1 Website Disputes – Pre-Dispute Resolution

Before filing a lawsuit in connection with any Dispute (including, but not limited to, in an individual arbitration or in a small claims proceeding), you and Avis agree that we shall give the other party written notice of the claim to be asserted 30 days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you are intending to assert a claim against Avis, you must send the written notice of the claim to Attention: Avis Budget Group, Inc., 379 Interpace Parkway, Parsippany, New Jersey, 07054 Attn: Legal Department. If Avis is intending to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED IN THIS PREDISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF). After that 30-day period and not before, either party may elect, in writing sent to the other party, that it will pursue the matter either through small claims court or arbitration. The party receiving the notice shall then have 7 days to respond, including to elect for the case to be heard by a small claims court with jurisdiction. If either party elects small claims court, the dispute will be resolved in that forum and not through arbitration. Each party agrees that state or federal courts of New Jersey, referenced below, may enter injunctive relief to enforce the pre-filing requirements of this paragraph, including an injunction to stay an arbitration that has been commenced in violation of this paragraph.

12.2 Dispute Resolution – Binding Arbitration, Jury Trial Waiver

In the event of a dispute that cannot be resolved informally through the pre-dispute resolution procedure, **you and the Avis Parties agree to waive all rights to a jury trial and arbitrate all disputes and claims arising under, relating to, or in connection with a Dispute, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis. The interpretation and scope of this provision, and the arbitrability of the Dispute, are for the arbitrator to decide.** Neither you nor we will be able to sue in court in connection with a Dispute. All Disputes must be resolved through individual (non-class) arbitration. You and Avis waive any rights to maintain other available resolution processes for Disputes, such as a court action or administrative proceeding. **You and Avis waive any right to a jury trial for Disputes.** You understand that you are waiving your right to a jury trial voluntarily and knowingly and free from duress or coercion.



You understand that this does not prevent you from filing a claim or a charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, National Labor Relations Board, or any other government or administrative agency, nor does this prevent you from making a claim for workers' compensation, state disability or unemployment insurance benefits. You also understand that you have the right to consult with a person of your choosing, including an attorney, before signing this document.

You indicate your acceptance to these Terms, including this agreement to arbitrate, by continuing to use the Website after having the opportunity to review these Terms.

The rules in arbitration are different. There's no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in the agreement as a court would.

The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision.

The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial disputes from the American Arbitration Association ("AAA"). As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's rules for commercial arbitration and, if the arbitrator deems them applicable, the procedures for consumer-related disputes. For more information on AAA, its rules and procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

12.3 Hearings and Decisions

If you are an individual, arbitrations will proceed at a location that the arbitrator selects in the county of your primary residence unless you and the applicable Avis Party agree otherwise. If you are not an individual person (but are instead, for instance, a partnership, corporation, or other form of entity or non-natural person), arbitrations shall proceed at a location that the arbitrator selects unless you and the applicable Avis Party agree otherwise.




Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and may be enforced in any court of competent jurisdiction. Further, an arbitrator's award and any judgment confirming it shall apply only to that specific case and cannot be used in any other case except to enforce the award itself.

12.4 Fees and Costs

If you are an individual (instead of, for instance, a partnership, corporation, or other form of entity or non-natural person), in the event that (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, the applicable Avis Parties will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. Avis also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration. However, the Avis Parties will not pay your share of the arbitration fees if the arbitrator finds that either your claim or the relief sought is frivolous or brought for an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11(b).

12.5 Dispute Resolution – Waiver of Class Actions in Court And Class Arbitrations

YOU AND THE AVIS PARTIES AGREE THAT ANY DISPUTES BROUGHT BY YOU OR THE AVIS PARTIES WILL BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND WILL NOT BE BROUGHT AS A CLASS, REPRESENTATIVE, COLLECTIVE OR PRIVATE ATTORNEY GENERAL ACTION. Neither a court nor the arbitrator may consolidate more than one person's claims, and may not otherwise preside over any form of a class, representative, or private attorney general proceeding. You and the Avis Parties agree to seek only such relief—whether in the form of damages, an injunction, or other non-monetary relief—as is necessary to resolve any individual injury that either you or Avis have suffered or may suffer. In particular, if either you or an Avis Party seek non-monetary relief, such relief must be individualized and may not affect individuals or entities other than you or the applicable Avis Party.



This requirement that claims be brought only in an individual capacity and not as a representative, private attorney general, or class member (“Class Action Waiver”) is non-severable. If the Class Action Waiver is found to be unenforceable, then the entirety of this dispute resolution provision in Section 12 shall be null and void. Notwithstanding the foregoing, the requirement that the relief sought be individualized and not affect individuals or entities other than you or the applicable Avis Party is severable; if that requirement is found to be unenforceable, then only that requirement will be held null and void and the rest of Section 12, including the rest of the Class Action Waiver, shall continue to be enforceable.

12.6 Modification of this Provision

Notwithstanding any provision in these Terms to the contrary, we agree that if Avis makes any material change to this arbitration provision, including the deletion of this provision, such change will not apply to any dispute that you had already provided Avis notice of in writing.

12.7 Severability and Survival

If any provision in this Section 12 is found to be unenforceable, that provision shall be severed with the remainder of these Terms remaining in full force and effect. The foregoing shall not apply to the prohibition against the Class Action Waiver in Section 12.5. If the Class Action Waiver is found to be unenforceable, this entire Section shall be null and void. The terms of this Section shall otherwise survive any termination of these Terms.

12.8 Exclusive Venue for Other Controversies

Avis and you agree that any Dispute (other than an individual action filed in small claims court) shall be filed only in the state or federal courts of New Jersey, and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such controversy.



13. MISCELLANEOUS

13.1 Severability

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Notwithstanding anything to the contrary, if the Class Action Waiver of these Terms is deemed unenforceable, the agreement of the parties to engage in arbitration shall likewise be deemed stricken, as further described in Section 12.8.

13.2 Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to the Terms, will be in writing and given by Avis (i) via e-mail (in each case to the address that you provide), or (ii) by posting to the Website. For notices made by e-mail, the date on which such notice is transmitted will be deemed the date of receipt.

13.3 Waiver

Our failure to exercise any right or enforce any obligation under these Terms of Use or to take action with respect to a breach by you or others will not constitute a waiver of such right, obligation or breach. The waiver of any right, obligation or breach will be effective only if in writing and signed by a duly authorized representative of Avis. In addition, no waiver granted in any instance shall constitute a waiver in any other instance.

13.4 Entire Agreement

The provisions and conditions of these Terms, and each obligation referenced herein, represent the entire Agreement between Avis with respect to your use of this free Website, its affiliated or related entities, and you, and supersede any prior agreements or understandings not incorporated herein.



13.5 Contact Us

If you have any questions or concerns, please call 1-844-710-4748 or email Hr4uSupport@avisbudget.com or notify your Recruiter.

You can also write to us at:

Avis Budget Group, Inc. 379 Interpace Parkway, Parsippany, NJ 07054

13.6 Rhode Island Applicants

The company is subject to Chapters 29–38 of Title 28 of the General Laws of Rhode Island, and is therefore covered by the state’s workers’ compensation law. I understand that if hired, unless I am employed under a specific written contract or collective bargaining agreement, my employment with the company will be “at-will” and that my employment may be terminated at any time with or without cause and with or without notice at the option of the Company. I understand that no representative of the Company has any authority to make any assurances, representations, or promises contrary to the “at-will” nature of my employment unless it is in writing by an authorized officer of the company. I understand that I may terminate my employment with or without cause and with or without notice at any time. I further agree that the Company reserves the right to make unilateral changes to the terms and conditions of my employment. I agree that this application represents the entire agreement between the Company and me and it supersedes any prior agreement or understanding I may have had, whether oral or written.

13.7 California Residents

Pursuant to California Civil Code §1789.3, California residents are also entitled to the following specific consumer rights notice:

Complaints regarding the Website or requests to receive further information regarding use of the Website may be sent to the above address or to Hr4uSupport@avisbudget.com.

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N112, Sacramento, CA 95834 or by telephone at (916) 445-1245 or (800) 952-5210. Hearing impaired persons may call TDD (800)-326-2297 or TDD (916)-928-1227, see www.dca.ca.gov for additional information.

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