

Taken from the GO Subscription Terms & Conditions. Click here for the full [Subscription Agreement Terms & Conditions](#).

**Note: For avoidance of doubt, in the event coverage is denied (in whole or in part) because of instances related to the Exclusions stated in Section 6 of the Terms & Conditions (see excerpt below in the section titled 6. Insurance; Indemnification), you will be responsible for any costs not covered for the loss or damage to GO's vehicle, 3rd party damage and 3rd party liability.**

## 6. Insurance; Indemnification

**Insurance.** You agree to pay a monthly fee described in Schedule 2 **of the [Subscription Agreement Terms and Conditions](#)** for liability protection under a fleet automobile policy issued to GO, as well as collision and comprehensive coverage of an Activated Vehicle. Your monthly fee will vary depending upon the level of coverage that you select and is subject to change following an annual review if the total Initial and Renewal Rental Periods for a Vehicle is 12 Calendar Months or more. You acknowledge and agree that we will remit the monthly fee to the insurance provider on your behalf and are not engaged in the sale of insurance. Subject to the terms of this Agreement and the insurance policy (the "**Policy**") which provides coverage, each Vehicle will be insured beginning upon activation of the Vehicle and terminating at the end of the final Rental Period for that Vehicle. The Policy provides the following coverages and limits:

- Third-party liability and Uninsured/Underinsured motorist ("UM/UIM") coverage with limits of: **(A)** \$50,000 liability coverage per accident for bodily injury to or death of one individual; **(B)** \$100,000 liability coverage per accident for bodily injury to or death of more than one individual; and **(C)** \$50,000 per accident for injury to or destruction of property.
- **OR:** At your option, you may select third party liability and UM/UIM coverage with limits of **(A)** \$100,000 liability coverage per accident for bodily injury to or death of one individual; **(B)** \$300,000 liability coverage per accident for bodily injury to or death of more than one individual; and **(C)** \$100,000 per accident for injury to or destruction of property.
- Medical payments with limits of \$1,000 or the minimum amount required by the law of the state whose laws apply to the loss—whichever is higher.
- **Unless required by law, liability insurance excludes any protection afforded under: (a) first party benefits; or (b) personal injury protection ("PIP"); and (c) no-fault.** If we are required by law to provide

PIP or no-fault benefits, you expressly accept such protections in the minimum limits with the maximum deductible and expressly waive and reject PIP and no-fault benefits in excess of the minimum limits required by law.

- Collision and Comprehensive coverage for the full value of the activated Vehicle (often referred to as replacement cost).
- Deductible of \$1,000.

**Exclusions.** The Policy does not cover liability for bodily injury or property damage or damage to or loss of our Vehicles or provide UIM/UM or medical payment benefits that arises out of any “Prohibited Uses” of the Vehicle described in the Rules of Use in Schedule 1 of the [Subscription Agreement Terms and Conditions](#).

**State Variations.** Insurance requirements may vary by your state of residence. See Schedule 3 of the [Subscription Agreement Terms and Conditions](#) for location-specific information.

**Indemnification by You.** To the fullest extent permitted by law, you agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this Agreement, from the rental transaction, or the use of the Vehicle by you or any other person.

## 7. Responsibility to third parties and responsibility for damage to or loss of Vehicles

You agree that you are responsible for any and all loss, injury, and damage that is caused by our Vehicles during a Rental Period, ***Your responsibility will include the full value of any damages or injuries caused to third parties or their property to the extent the insurance described in Section 6 of the [Subscription Agreement Terms and Conditions](#) does not cover such damages or injuries, regardless of the reason for such non-coverage, whether because of your breach of this Agreement, your obligation to pay a deductible, or otherwise.***

In addition, you are responsible for all loss of or damage to a Vehicle during a Rental Period resulting from any cause, including collision, rollover, theft, vandalism, road condition, weather, or acts of nature. ***Subject to state law, your responsibility includes the following (to the extent the coverage described in Section 6 of the Subscription Agreement Terms and Conditions does not cover the damages or loss, regardless of the reason for such non-coverage, whether because of your breach of this Agreement, your obligation to pay a deductible, or otherwise)*** , (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the actual cash value of the Vehicle; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which shall be measured by multiplying the prorated daily rate by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. Loss of Use shall be payable regardless of fleet utilization; (c) a reasonable administrative fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. For purposes of this Agreement, "**Diminished Value**" means the actual or perceived loss in market value or resale value which results from a direct or accident loss, and "**Loss of Use**" means our loss the ability to use the Vehicle for any purpose due to damage to it or loss of it during the Rental Period, including uses other than for rental, such as display for rent or sale, opportunity to upgrade or sell, or transportation of employees.

## 8. Limitations of liability

**UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT, REVENUE, GOODWILL, BUSINESS OPPORTUNITY OR ANTICIPATED SAVINGS, ARISING FROM OR RELATED TO THIS AGREEMENT OR THE USE OF OUR VEHICLES OR SERVICES OR YOUR PARTICIPATION IN THE PROGRAM (TO THE EXTENT PERMITTED BY LAW).** Without limiting the foregoing, to the fullest extent permitted by law, we shall have no liability for (1) any loss of, or damage to, any goods in or on any of our Vehicles or in or on any third party vehicle, (2) any loss, damage, injury or death in relation to you, any Additional Driver or any other third party arising from the use of one of our Vehicles, (3) any loss or damage incurred by you or any Additional Driver as a result of any claims made by a third party or (4) any loss or damage incurred by you or any Additional Driver arising from or in relation to either (A) the non-availability, supply, operation or use of one of our Vehicles or (B) any accessories in or to one of our Vehicles, whether supplied by us or by you or such Additional Driver (for example, luggage racks, bicycle racks, baby seats and the like, and in all cases, you or

such Additional Driver are responsible for the safe installation of such accessories and must check the condition of such accessories before each use), unless in each case such loss or damage is incurred due to our negligence or our failure to carry out our responsibility.

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## Schedule 3 – Location-Specific Information

You acknowledge that you have received, read, understand and agree to the following county, state or location specific disclosures, notices and terms and conditions. You are advised to review this paragraph before subscribing to, picking up, or operating a Vehicle in the locations set forth below. These disclosures, notices and terms and conditions may modify or replace, as applicable, your obligations set forth in Sections 1 – 16 of the Terms and Conditions or Schedules 1 or 2 above. In the event of a direct conflict between Sections 1 – 16 of the Terms and Conditions or Schedules 1 or 2 above and this Schedule 3, this Schedule 3 will govern.

### Delaware

#### **Insurance**

Our liability insurance coverage does not extend to passengers in the Vehicle for injuries or damage sustained as a result of your negligence.

### Florida

#### **Insurance**

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by [SS](#).

[324.021\(7\)](#) and [627.736](#), Florida Statutes.

On or before the date that your first Vehicle is activated, and until you return all Activated Vehicles at the conclusion of this Agreement, you must, at your cost and expense, procure and continue in force a full-coverage insurance policy covering the Activated Vehicle(s) with the coverage specified below (which we may modify from time to time as provided in Section 11 of the Terms and Conditions). Acceptable proof of coverage must be provided to GO before you may operate an Activated Vehicle. All coverage must be for State of Florida insurance, issued by a company licensed by the State Department of Financial Services in the State of Florida.

As of the Version Date of the Agreement, minimum required coverages and amounts are as follows:

- Collision and Comprehensive coverage for the full value of the Activated Vehicle (often referred to as replacement cost), with Uninsured/Underinsured (“UM/UIM”) motorist coverage included;
- **For all vehicles, except Tesla Model Y, Chevrolet Suburban, or Jeep Wagoneer:** Third-party liability and Uninsured/Underinsured motorist (“UM/UIM”) with limits of: **(A)** \$50,000 liability coverage per accident for bodily injury to or death of one individual; **(B)** \$100,000 liability coverage per accident for bodily injury to or death of more than one individual; and **(C)** \$50,000 per accident for injury to or destruction of property.
- **For Tesla Model Y, Chevrolet Suburban, or Jeep Wagoneer vehicles:** Third-party liability and Uninsured/Underinsured motorist (“UM/UIM”) with limits of: **(A)** \$100,000 liability coverage per accident for bodily injury to or death of one individual; **(B)** \$300,000 liability coverage per accident for bodily injury to or death of more than one individual; and **(C)** \$100,000 per accident for injury to or destruction of property.
- Personal Injury Protection (“PIP”), or "no-fault" coverage must be included as part of the insurance, to the minimum level required by law;
- Maximum deductibles of \$500;
- Any additional coverages as required by law.

Coverage must remain in force on the Activated Vehicle until you return the vehicle to GO. All insurance policies must cover anyone who may operate the Activated Vehicle for any reason. GO must be listed as an additional insured and the primary loss payee as follows:

GO Titling, LLC(or designee)

PO Box421669

Atlanta, GA 30342

The insurance policy must provide that we receive a minimum of 10-days' notice of any changes or cancellations. **If at any time the insurance coverage is removed or reduced to non-acceptable levels prior to the termination of the Subscription Period, GO may, at our sole discretion (i) terminate your Subscription Agreement and demand the immediate return of its vehicle at your expense or (ii) obtain insurance to protect its interest in the Activated as required or allowed by law, in which case you agree to pay GO or our assignee for the cost of any such policy plus applicable fees.** GO or its designee will be entitled to any insurance proceeds to damage to, theft, destruction to or loss of, the Activated Vehicle. If you fail to maintain the required insurance coverage or if the insurer does not pay a claim for any reason, you are responsible for damage to, theft of, destruction to and loss of, the Activated Vehicle and any losses we incur plus applicable administration fees.

**Proof of insurance coverage should be emailed to [notices@verifacto.com](mailto:notices@verifacto.com) or faxed to 866-566-333.**

#### **Failure to Return Vehicle**

Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida Statutes.

#### **New Jersey**

#### **Insurance:**

On or before the date that your first Vehicle is activated, and until you return all Activated Vehicles at the conclusion of this Agreement, you must, at your cost and expense, procure and continue in force a full-coverage insurance policy covering the Activated Vehicle(s) with the coverage specified below (which we may modify from time to time as provided in Section 11 of the Terms and Conditions). Acceptable proof of coverage must be provided to GO before you may operate an Activated Vehicle. All coverage must be for State of Florida insurance, issued by a company licensed by the State Department of Financial Services in the State of Florida.

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- Personal Injury Protection ("PIP"), or "no-fault" coverage must be included as part of the insurance, to the minimum level required by law;
- Maximum deductibles of \$500;
- Any additional coverages as required by law.

Coverage must remain in force on the Activated Vehicle until you return the vehicle to GO. All insurance policies must cover anyone who may operate the Activated Vehicle for any reason. GO must be listed as an additional insured and the primary loss payee as follows:

GO Titling, LLC(or designee)  
PO Box421669  
Atlanta, GA 30342

The insurance policy must provide that we receive a minimum of 10-days' notice of any changes or cancellations. **If at any time the insurance coverage is removed or reduced to non-acceptable levels prior to the termination of the Subscription Period, GO may, at our sole discretion (i) terminate your Subscription Agreement and demand the immediate return of its vehicle at your expense or (ii) obtain insurance to protect its interest in the Activated as required or allowed by law, in which case you agree to pay GO or our assignee for the cost of any such policy plus applicable fees.** GO or its designee will be entitled to any insurance proceeds to damage to, theft, destruction to or loss of, the Activated Vehicle. If you fail to maintain the required insurance coverage or if the insurer does not pay a claim for any reason, you are responsible for damage to, theft of, destruction to and loss of, the Activated Vehicle and any losses we incur plus applicable administration fees.

**Proof of insurance coverage should be emailed to [notices@verifacto.com](mailto:notices@verifacto.com) or faxed to 866-566-3336.**

**New Jersey Child Restraint System Notice:**

Notice: New Jersey requires that every child (1) under 2 years of age and weighing less than 30 pounds be transported in a rear facing

child passenger restraint system equipped with a five-point harness, (2) under 4 years of age and weighing less than 40 pounds be transported in a rear facing child passenger restraint system equipped with a five-point harness (until the child outgrows the manufacturer's recommended top height or weight) or in a forward facing child passenger restraint system equipped with a five-point harness, and (3) under 8 years of age and less than 57 inches in height be transported in a forward facing child passenger restraint system equipped with a five-point harness (until the child outgrows the manufacturer's recommended top height or weight, at which point the child shall be secured in a rear booster seat) or in a booster seat. If a motor vehicle does not have rear seats, current law requires a child to be secured in a child passenger restraint system or booster seat in the front seat. But if the vehicle without rear seat is equipped with a passenger-side airbag, the law prohibits a child from being secured in a rear facing restraint system in the front seat unless the airbag is disabled or turned off. You are responsible for supplying a child safety seat or renting one from us.

#### **Telematics Notice and Consent:**

Each of our Vehicles is equipped with technology that, to the fullest extent permitted by New Jersey law, allows us to track its mileage and location and that informs us when certain driving events occur. For example, the technology may inform us when an extreme driving event occurs, such as a Vehicle exceeding 100 miles per hour. In addition, **GO RESERVES THE RIGHT TO USE TELEMATICS DEVICES OR OTHER TECHNOLOGY TO DISABLE THE IGNITION IF YOU FAIL TO MAKE ANY PAYMENTS WHEN DUE.** See Schedule 1 – The Rules of Use for additional information on telematics. BY CLICKING TO AGREE, YOU CONSENT TO TRACKING DESCRIBED ABOVE AND IN SCHEDULE 1 OF THIS AGREEMENT - THE RULES OF USE.

#### **North Carolina**

##### **Compliance with Safety Laws:**

You must comply fully with applicable safety laws, including adult and child restraint laws. It is unlawful in North Carolina to pass a school bus that is stopped and receiving or discharging passengers. You must stop for and not pass school vehicles that are picking up or dropping off passengers.

##### **City and County Tax:**

North Carolina counties and cities may each enact a tax of 1.5% of the total rental cost, excluding highway use tax. If indicated on your billing information, this amount is charged as a tax on gross receipts.

#### **Texas**

##### **Insurance:**

On or before the date that your first Vehicle is activated, and until you return all Activated Vehicles at the conclusion of this Agreement,

you must, at your cost and expense, procure and continue in force a full-coverage insurance policy covering the Activated Vehicle(s) with the coverage specified below (which we may modify from time to time as provided in Section 11 of the Terms and Conditions). Acceptable proof of coverage must be provided to GO before you may operate an Activated Vehicle. All coverage must be for State of Florida insurance, issued by a company licensed by the State Department of Financial Services in the State of Florida.

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- Maximum deductibles of \$500;
- Any additional coverages as required by law.

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The insurance policy must provide that we receive a minimum of 10-days' notice of any changes or cancellations. **If at any time the insurance coverage is removed or reduced to non-acceptable levels prior to the termination of the Subscription Period, GO may, at our sole discretion (i) terminate your Subscription Agreement and demand the immediate return of its vehicle at your expense or (ii) obtain insurance to protect its interest in the Activated as required or allowed by law, in which case you agree to pay GO or our assignee for the cost of any such policy plus applicable fees.** GO or its designee will be entitled to any insurance proceeds to damage to, theft, destruction to or loss of, the Activated Vehicle. If you fail to maintain the required insurance coverage or if the insurer does not pay a claim for any reason, you are responsible for damage to, theft of, destruction to and loss of, the Activated Vehicle and any losses we incur plus applicable administration fees.

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