

Credit Card Authorization Form

CARDHOLDER INFORMATION

Name: _____

Address: _____

City: _____ State: _____ Postal Code: _____

Email _____ Contact Number: _____

CREDIT CARD INFORMATION

I, the undersigned, authorize Shahab Solutions Pty Ltd. to deduct the amount from my credit card, in case of damage plus any additional charges which might incur as per attached T&C and rental agreement.

Credit Card Type: MasterCard Visa American Express

Number: _____

Expiration Month: _____ Expiration Year: _____

Cardholder Signature X _____ Date ____/____/____

Security Code: _____

By completing and signing this Authorisation Form:

1. the Cardholder authorises:

(a) Shahab Solutions to debit the rental fees, charges and amounts incurred during an Shahab Solutions vehicle rental by the Cardholder unless paid by cash; and

(b) RMS to debit the tolls and fees incurred under the RMS E-Toll Facility during an Shahab Solutions vehicle rental by the Cardholder or a Renter to the Nominated Credit Card;

2. the Cardholder acknowledges that the Nominated Credit Card may not be used by the Cardholder or a Renter at some Shahab Solutions locations outside Australia; and

3. the Cardholder agrees to be bound by:

(a) the attached 'Shahab Solutions Credit Card Authorisation - Terms and Conditions';

(b) the attached 'RMS Credit Card Authorisation - Terms and Conditions';

Signed by the Cardholder: _____ Date: ____/____/____

Name: _____

Credit Card Authorisation – Terms and Conditions

1 Definitions

Authorisation means the attached Authorisation Form.

Authorised Driver means a person authorised to drive an Shahab Solutions vehicle rented by a Renter under a Rental Agreement.

Shahab Solutions Terms means these 'Shahab Solutions Credit Card Authorisation – Terms and Conditions'.

Base Rate means for any day (Relevant Day) and in respect of a term equivalent to 30 days (Base Rate Term):

(a) the average bid rate displayed at or about 10.30am on the Relevant Day on the Reuters screen BBSY page for the Base Rate Term; or

(b) if, for any reason, the rate in paragraph (a) is not displayed or is not available, the rate determined by Shahab Solutions at or around 10.30am on the Relevant Day, having regard to comparable indices available to Shahab Solutions at that time, for the Base Rate Term. All calculations of rates for the purposes of this definition are to be expressed as a yield percent per annum to maturity.

Credit Card has the same meaning as 'Nominated Credit Card' in the Authorisation.

our, us, we or Shahab Solutions means W.T.H. Pty Ltd ABN 15 000 165 855 or, where applicable, an Shahab Solutions Rent a Car System licensee.

Rental Agreement means the agreement between us and a Renter under which the Renter rents a vehicle from us including, where applicable, the Rental Document.

Rental Document means the document issued by Shahab Solutions to and, where applicable, signed by a Renter for the rental of a vehicle which sets out the relevant details and rental fees, costs, charges and other amounts payable under the Rental Agreement.

Renter means a person who quotes a Reservation Number at the time of renting an Shahab Solutions vehicle and who rents the vehicle.

RMS means Roads and Maritime Services ABN 76 236 371 088.

you or your means the person or entity defined as the 'Cardholder' in the Authorisation.

2 General

(a) Each Rental Agreement is a separate contract between us and the Renter. Each rental of a vehicle from us is subject to the terms and conditions of the Rental Agreement except as varied by these Shahab Solutions Terms.

(b) You authorise us to debit your Credit Card with all fees, costs, charges and other amounts owing to us for which a Renter is liable under a Rental Agreement, including any amount imposed by a government or other competent authority (such as tolls or speeding, parking and traffic fines).

(c) Nothing in these Shahab Solutions Terms guarantees the availability of a Shahab Solutions vehicle for rental.

(d) You warrant that all information provided in the Authorisation is true and correct and not misleading in any way.

(e) You must promptly inform us in writing if any of the matters in the Authorisation change.

(f) Subject to these Shahab Solutions Terms, you must ensure that each Renter and any Authorised Driver complies with all of the terms of a Rental Agreement (including in relation to the use of the vehicle).

(g) We may vary these Shahab Solutions Terms by notice. You accept any variation of these Shahab Solutions Terms if a Reservation Number is used to book the rental of an Shahab Solutions vehicle after you have received such notice.

(h) Subject to clause 2(i), either you or Shahab Solutions may terminate these Shahab Solutions Terms by giving 7 days' notice to the other party. Upon termination, you remain liable for any amount due to us under these Shahab Solutions Terms and any Rental Agreement entered into on or prior to the date on which termination takes effect.

(i) We may suspend or terminate the arrangements constituted by these Shahab Solutions Terms if you breach these Shahab Solutions Terms or if a Renter or Authorised Driver breaches a Rental Agreement.

(j) These Shahab Solutions Terms are governed by the laws of New South Wales and you agree to submit to the jurisdiction of the courts exercising jurisdiction there.

(k) We may need to undertake certain credit checks or trade references in respect of your Authorisation. You consent to us undertaking these checks or references.

3 Use of Credit Card and RESERVATION NUMBER

(a) When renting a vehicle from us, a Renter must provide:

(1) a Reservation Number, which acts as your authority to us to debit the charges in relation to the rental of the vehicle to your Credit Card; and

(2) their current driver's licence (see clause 4(b)) below.

(b) A Renter must hold a current driver's licence (not being a provisional or learner's licence) appropriate for the class of vehicle to be rented and have been licensed to drive vehicles of that class for at least 12 months.

(c) You must promptly inform us in writing if:

(1) the Credit Card is lost or stolen or if you believe the Credit Card is lost or stolen; or

(2) the security of a Reservation Number is breached or compromised.

(d) You indemnify us for any loss which we incur or suffer in relation to any use of:

(1) the lost or stolen Credit Card, or if the Credit Card is believed to be lost or stolen, until we have received notice of the loss or theft of the Credit Card; or

(2) the Reservation Number, until we have received notice of a breach or compromise of the security relating to the Reservation Number.

4 Invoice and payment

(a) We will provide a tax invoice for each rental to a Renter at the conclusion of the rental.

(b) If the amount of the invoice is not paid (including because of the rejection of the credit card debit or the subsequent reversal of the debit (by charge back or otherwise)), you must pay us the amount of the invoice (including GST) within 30 days of the invoice not being paid.

(c) If you do not pay within 30 days of the date of being notified under clause 5(b), you are liable for:

(1) interest on the invoice amount at the Base Rate plus 2% per annum, calculated on a daily basis, from the due date to the date of full payment (both dates inclusive) and compounding daily; and

(2) all collection costs (including all reasonable legal fees) incurred and paid by us and interest at the above rate on any amount paid by us from the date of payment to the date of full repayment (both dates inclusive) and compounding daily.

RMS Credit Card Authorisation – Terms and Conditions

1 Definitions

Where “**We**”, “**US**” “**OUR**” is applicable it means Shahab Solutions Pty.Ltd.

Fees has the meaning given to it in the RMS Customer Agreement.

RMS Customer Agreement means the agreement between a Renter and RMS comprising:

- (a) for standard customers, the ‘RMS E-Toll Facility Terms and Conditions’ and the ‘RMS Privacy Consent and Agreement’; and
- (b) for Preferred Service customers, the ‘RMS E-Toll Facility Terms and Conditions for the Shahab Solutions Preferred Service’ and the ‘RMS Privacy Consent and Agreement for the Shahab Solutions Preferred Service’, under which the Renter can use the RMS E-Toll Facility and, where applicable, the Rental Document.

RMS E-Toll Facility means the tolling facility provided to a Renter by RMS.

RMS Terms means these ‘RMS Credit Card Authorisation - Terms and Conditions’.

Toll means all toll charges or other fees and charges imposed by the operator of a toll road for, or taxes payable in respect of, each trip taken by a vehicle during the period in which a Renter has rented the vehicle.

A word defined in the ‘We Credit Card Authorisation - Terms and Conditions’ (set out above) has the same meaning in these RMS Terms.

2 Agreements with RMS

We has been appointed by RMS as its agent for the purpose of RMS entering into:

- (a) The RMS Customer Agreement with a Renter; and
- (b) in consideration of RMS providing the RMS E-Toll Facility to each Renter, a separate contract with you on the terms of these RMS

Terms to, among other things, pay the Tolls, Fees and other amounts incurred by a Renter under their RMS Customer Agreement.

3 Terms

(a) Each RMS Customer Agreement is a separate contract between RMS and the Renter and is subject to the terms of the RMS Customer Agreement.

(b) Subject to these RMS Terms, you must ensure that each Renter complies with all of the terms of their RMS Customer Agreement.

(c) You authorise RMS to debit your Credit Card with, and must pay to RMS, all Tolls, Fees and other amounts owing to RMS under or in connection with each RMS Customer Agreement by a Renter, including a service fee (currently \$2.20) for each calendar day on which the Shahab Solutions rental vehicle incurs a Toll during the period of rental.

(d) Part of the service fee referred to in clause 3(c) is paid by RMS to Shahab Solutions.

(e) The provision by a Renter of a Reservation Number to us is your authority to RMS to debit all Tolls, Fees and other amounts incurred by the Renter under or in connection with their RMS Customer Agreement to your Credit Card.

(f) You must ensure that a Renter does not use any other tag or tolling product of any other toll provider in an Shahab Solutions rental vehicle.

(g) RMS may vary these RMS Terms by notice from Shahab Solutions (as RMS’ agent) or RMS. You accept any variation of these RMS Terms if a Renter uses a Reservation Number after you have received such notice.

(h) Subject to clause 3(i), either you or RMS may terminate these RMS Terms by giving 7 days’ notice to the other party. Upon termination, you remain liable for any amounts due to RMS under these RMS Terms and a RMS Customer Agreement entered into on or prior to the date on which termination takes effect.

(i) RMS may suspend or terminate the arrangements constituted by these RMS Terms if you breach these RMS Terms or if a Renter breaches the RMS Customer Agreement.

(j) These RMS Terms are governed by the laws of New South Wales and you agree to submit to the jurisdiction of the courts exercising jurisdiction there.

4 Invoice and payment

(a) RMS will issue a tax invoice to you directly for all Tolls, Fees and other amounts incurred by a Renter under or in connection with their RMS Customer Agreement.

(b) If the amount of the invoice is not paid (including because of the rejection of the credit card debit or the subsequent reversal of the debit (by charge back or otherwise)), you must pay RMS the amount of the invoice (including GST) within 30 days of the invoice not being paid.

(c) If you do not pay within 30 days of the date of being notified under clause 4(b), you are liable for all collection costs incurred.