

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

FIRST JUDICIAL DISTRICT AT JUNEAU

STATE OF ALASKA, DEPARTMENT
OF REVENUE, TAX DIVISION,)

PETITIONER,)

v.)

TURO, INC.,)

RESPONDENT.)

Case No. 1JU-18-00580 CI

REPLY BRIEF ON PETITION TO ENFORCE

This case presents the question of the state's ability to regulate peer-to-peer (P2P) internet businesses in Alaska that involve important state interests. This particular case involves P2P renting of cars, which implicates not only the state's ability to collect revenue for vehicle rental tax, but also important issues of insurance, money transmission, and public safety. The specific issue is whether the Tax Division, and this Court, have specific jurisdiction to enforce an investigative subpoena of a peer-to-peer car rental network that has facilitated, insured, collected and disbursed revenue for at least tens of thousands of dollars of car rentals in the state. The Division and this Court have specific jurisdiction and the petition should be granted.

I. Background

Turo is a modern innovation in the car rental industry. It is a peer-to-peer network. Individual persons, called "hosts" by Turo, create an online account with to

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Turo. The host provides the make, model, features, location, and license plate number¹ of their vehicle. The host indicates how much notice they require to rent their vehicle, from hours to a week, and the minimum amount of time they require their vehicle to be rented. The host also provides pictures of their vehicle. Turo then lists the vehicle as available for rent. Turo generates a price per day to rent the vehicle, though hosts may set their own price.²

Turo customers may access the community via either the internet or the Turo mobile app. A customer enters the airport code or other address information about where they need the car, and this generates a list of available cars and their daily price. The customer picks the car they want to rent, how long the customer wants the car, and where the customer needs to be picked up, including at the airport.³

Turo receives the rental fee from the customer. Turo keeps twenty five percent of the gross rent, and passes on the net rent to the host. Turo also provides insurance coverage for liability through Liberty Mutual, an insurance provider licensed by the State of Alaska Division of Insurance. Turo also requires that both hosts and renters agree to its terms of service regulating use of the Turo platform.⁴ Turo has other policies and procedures, including additional charges to either renters or hosts for violations

¹ It is believed Turo uses the license plate number as a surrogate to ensure the car is registered. This cannot confirm this because Turo has not handed over a single sheet of paper and the state only knows what it can obtain from Turo's website and news articles.

² *See, generally*, Exh. 1.

³ *Id.*

⁴ *See, generally*, Exh. 2 (Turo Terms of Service)

such as excess mileage or smoking in a non-smoking car.⁵

Turo glosses over some aspects of its operations. Although Turo's website may be accessed essentially anywhere there is internet access, Turo has elected venues in which it will not do business. Apparently following a dispute with the New York Attorney General, Turo does not allow hosts to rent cars in New York.⁶ Apparently because of insurance availability, Turo allows hosts to rent cars in Alberta, Ontario, and Quebec, but not in Canada's other seven provinces or three territories.⁷ Turo also provides its service in Germany and the United Kingdom, but not in the other twenty six countries in the European Union. Finally, there are 191 countries on earth where Turo has not (yet) made its services available.⁸

This peer-to-peer renting of cars has impacted the traditional car rental market. According to one researcher, the overall car rental market will expand from \$56 billion in 2016 to \$124 billion in 2022 (13% annual growth).⁹ However, peer to peer rentals will grow from \$5 billion in 2016 to \$11 billion in 2024 (20% annual growth).¹⁰ That same researcher states:

The traditional car rental business model is in danger of being replaced by peer to peer models which reduce the operating

⁵ Exh. 3.

⁶ Exh. 4 (Wikipedia entry on Turo).

⁷ Exh. 5.

⁸ Cf. Opp. at 8. ("Users, not Turo, supply the location where they want to share their vehicle or borrow a vehicle.")

⁹ Exh. 6.

¹⁰ *Id.*

costs for businesses making a majority of their costs variable and changing the business model to be light on fixed assets. Another major factor influencing the growth of the online platform based model as opposed to traditional rental companies is the level of convenience that is brought about by using technology based platforms and although companies like Enterprise are lobbying for there to be strict regulations imposed on Turo similar to traditional rental car companies, the satisfaction of the customers is significantly higher through apps like Turo and Zipcar and that is even without tight regulations ensuring high quality stands. Turo is effectively changing the rental car industry in the same way Uber changed the taxi industry by increasing the size of the market but by running taxis out of business due to lower prices and better customer service and experience.¹¹

Other news outlets estimate that P2P businesses like Turo will “decimate” the traditional rental car industry.¹² While the specifics remains to be seen, it seems likely that P2P business models like Uber, Lyft, AirBnB, VRBO, and now Turo are changing the face of commerce to become major actors within their industries, and this expansion will continue for years to come, and will happen in industries yet unknown.

Finally, Turo’s connections with Alaska are significant. Based on correspondence between Turo and the state, there are at least tens of thousands of dollars of rental car transactions that have occurred within Alaska, with at least ten of those hosts individually earning over \$9,000 in rentals.¹³ As of this writing, there are fifty four listings immediately available in “Anchorage, AK” and thirty five listings

¹¹ *Id.*

¹² Exh. 7.

¹³ Exh. 8

immediately available at the Anchorage International Airport.¹⁴ The Division believes there are many more vehicles actually in the Turo Alaskan rental pool, with it depending on the sought after dates. For example, in a search set for August 2018, there are seventy nine vehicles available in Anchorage. Turo has also gained local media attention for its ability to help people generate income with cars that are not in use.¹⁵ And, while the Division has no information to confirm this because Turo has not complied with the subpoena, it is believed that this market is growing substantially every year.¹⁶

II Argument

A. *Alaska has specific jurisdiction over Turo for tax matters because of Turo's providing peer-to-peer rental car services in this state.*

In the absence of the usual bases for jurisdiction, such as physical presence or domicile, due process mandates that any non-resident have "certain minimum contacts with the forum [state] such that the maintenance of the suit does not offend 'traditional

¹⁴ Exh. 9. Undersigned counsel is constrained to use the state's contracted rental car provider. However, there were three cars available in Juneau via Turo that could have been rented for the trip to this hearing. Exh. 10.

¹⁵ Exh. 11 (Anchorage Daily News Article).

¹⁶ Turo is also apparently a "money transmitter" for purposes of AS 06.55. That chapter defines money transmission in part as "selling or issuing payment instruments or stored value, or receiving money or monetary value for transmission[.]" AS 06.55.990(15). Money transmitters must have a license, AS 06.55.101, be bonded, AS 06.55.104, and are subject to oversight by the Division of Banking and Security, AS 06.55.401-.407. Well known money transmitters licensed by the State of Alaska include PayPal and AirBnb.

notions of fair play and substantial justice.”¹⁷ A party may have sufficiently broad contacts with a state that it is subject to that state’s “general jurisdiction,” meaning it may be sued on any matter, including those matters not arising from the party’s in-state activities.¹⁸ Or a party may be subject to the state’s “specific jurisdiction” where the cause of action arises from the defendant’s contacts with the forum state.¹⁹ Thus, in the *Burger King* case a franchisee was ruled to be subject to Florida’s jurisdiction despite never having traveled there, where he had engaged in a long-term contractual relationship with a Florida entity and the franchise agreement was the basis of the lawsuit.²⁰

The rise of the internet, and internet commerce, has resulted in substantial case law deciding when internet presence is sufficient to bring the internet business within the jurisdiction of the forum state. In general, the more interactive the internet business is, the more likely the forum state is to have jurisdiction.²¹

Within the case law on personal jurisdiction based on internet commerce are cases involving businesses providing peer-to-peer services. In those cases, jurisdiction is

¹⁷ *International Shoe Co. v. State of Washington*, 326 U.S. 310 (1945 (quoting *Milliken v. Meyer*, 311 U.S. 457, 463 (1940)).

¹⁸ *See Perkins v. Benguet Consol. Mining Co.*, 342 U.S. 437, 447-48 (1952).

¹⁹ *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 472 n.15 (1985).

²⁰ *Id.* at 471-72. *See, also Defense Training Systems v. International Charter Inc. of Wyoming*, 30 F.Supp.3d 867, 883 (D.Alaska 2014) (party that entered into contractual agreements with an Alaska company was subject to specific jurisdiction in Alaska).

²¹ *Cybersell, Inc. v. Cybersell, Inc.*, 130 F.3d 414, 418 (9th Cir. 1997) *citing Zippo Mfg. Co. v. Zippo Dot Com*, 952 F.Supp. 1119, 1124 (W.D. Pa. 1997) (jurisdiction is more likely the greater the “level of interactivity and commercial nature of the exchange of information that occurs.”)

much more likely to be found. For example, in *Metro-Goldwyn-Mayer Studios, Inc. v. Grokster, Ltd.*,²² owners of movie copyrights sued a P2P software provider that allowed users across the globe to share movies with each other. Grokster, the P2P software provider, alleged that California lacked jurisdiction because it had no physical presence in California and was domiciled elsewhere. However, the court there ruled that it had specific jurisdiction because a significant number of Californians used Grokster's P2P movie sharing software with the intent of generating revenue for Grokster.²³ The court also found it persuasive that, like Turo, Grokster entered into contracts with every Californian that used the P2P service.²⁴

Here Turo has entered into an unknown number, but at least several hundred, contracts between hosts and renters to rent cars that are being driven on Alaska roads. It has provided insurance for those rental transactions. It has electronically transmitted an unknown amount of money into Alaskan bank accounts as payment for those rentals. Turo can, and has, made decisions about where it is willing to do business, and it chooses to do business in Alaska. Having created these numerous contacts with the state, Turo is subject to the specific jurisdiction to respond to a subpoena from the Tax Division.

²² 243 F.Supp.2d 1073 (C.D. Cal. 2003).

²³ *Grokster*, 243 F.Supp.2d at 1087.

²⁴ *Id.* at 1087-88.

B. Turo's arguments regarding out-of-state, non-party discovery are irrelevant.

Turo cites to *Patterson v. GEICO Ins. Co.*²⁵ and *Yelp, Inc. v. Hadeed Carpet Cleaning, Inc.*²⁶ for the proposition that a court may not issue subpoenas to out-of-state non-parties. Those cases, and that argument, are irrelevant. Those cases recognize the limitations of forcing witnesses that are not a party to a lawsuit to attend a hearing, or requiring a non-party to a lawsuit located out of state to comply with a state-issued subpoena to produce documents. Here Turo is the party. The subpoena is directed at Turo for its activities in arranging car rentals in the State of Alaska. This makes Turo subject to the subpoena power of the Tax Division and this Court.

Similarly, AS 43.05.040 provides the Department of Revenue the power to require "production of a document or thing, located either inside or outside the state, to the maximum extent permitted by law." Given that Alaska has specific jurisdiction over Turo to investigate its potential liability for taxes, or the tax liability of its hosts, the Tax Division is empowered by statute to require production of documents "to the maximum extent permitted by law."²⁷

²⁵ 347 P.3d 562, 574 n.33 (Alaska 2015).

²⁶ 289 Va. 426, 433 (2015).

²⁷ Turo objects to the adequacy of notice of the subpoena. The state sent the notice to the very email provided by Turo for legal notices and mailed the subpoena to Turo's then address on December 14, 2017. Exh. 12. Turo and the state engaged in discussions regarding this matter starting on January 3, 2018. Turo's general counsel was provided a courtesy notice of this enforcement proceeding when filed. Exh. 13. Turo had ample notice of the subpoena. *See United Student Aid Funds, Inc. v. Espinosa*, 559 U.S. 260, 272 (2010) (technical failure to provide notice of bankruptcy to creditor did not violate creditor's due process rights where creditor had actual notice of the bankruptcy).

C. *Determining Turo's liability for tax is not necessary at this point, but Turo's service "provides" customers with car rentals within the scope of AS 43.52.050.*

Turo argues it should not have to comply with the subpoena because it is not liable for vehicle rental tax (VRT). This case is not in the procedural posture to determine Turo's liability for VRT. The only information available to the state is what is available to the general public online. Turo seeks to litigate the extremely important question of a peer-to-peer business' liability for VRT without having provided a single document to examine. The court should enforce the subpoena so that the Division may better determine Turo's tax liability under the VRT statute.

To the extent it is necessary to determine Turo's liability for VRT, Turo is responsible for paying this tax. AS 43.52.050 states that VRT shall be paid "by the person who provides the leased or rented vehicle[.]" Turo's argument presupposes that only one person can supply an item. It is possible for more than one entity to supply a product, or for the combined efforts of more than one entity to be necessary for an item to be supplied. But for Turo's online platform, these vehicle rentals would not be taking place. A customer uses the Turo website or app to find a vehicle, selects the vehicle to rent, and then pays for the rental all via Turo's service. Black's Legal Dictionary (4th ed. 1968) defines "provide" as "To make, procure, or furnish for future use, prepare... To supply; to afford; to contribute[.]"²⁸ Because Turo connects the host and renter, insures the rented vehicle, accepts money from the renter and pays the net to the host, Turo

²⁸ Courtesy copy attached as Exhibit 14.

jointly contributes/furnishes/procures/prepares the rental car to the customer. Therefore Turo, and its hosts, are liable for VRT. The Court should enforce the subpoena so the Tax Division may accurately determine how much VRT Turo and its hosts owe.

DATED May 25, 2018.

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How Turo works

YOUR JOURNEY STARTS HERE

Rent a car

List your car

Rent a car

List your car

How Turo works

RENTING A CAR

Sign up

Sign up for Turo with Facebook, Google, or your email. We'll confirm your identity and eligibility so you can become an approved driver.

Find the perfect car

Enter your travel dates and location and search our vast selection of unique, locally-owned cars.

Book it

Book the car of your dreams. The owner will confirm or decline your trip within eight hours, but typically it's much sooner. Book cars instantly on listings with the "Book Instantly" badge.

Pick up the car

Meet the car owner to pick up the car. Many owners offer delivery, so they may bring it right to you.

Walk around the car, show them your license, grab the keys, and drive off into the sunset.

Have the time of your life

Go explore! In the city or the woods, for a few days or a few weeks, rain or shine, grab your shades and go create something to write home about.

Return the car

At the end of your trip, replace the gas you used and meet the owner to drop off the car. Walk around the car again, hand over the keys, give them a high five, and start planning your next adventure.

LISTING YOUR CAR

List your car

Create a free listing with a few clicks. Describe your car, upload some clean photos, and you're ready to go.

Be sure to keep your calendar up to date so travelers know when your car is available.

Respond to requests

You'll get notified when someone requests, or books your car instantly. Confirm or decline the trip as soon as possible, and contact the traveler if you have any questions.

Meet your guest

Coordinate where and when you'll meet your guest. Check their license, walk around the car, check the fuel and mileage, and send them off on their adventure.

Kick back and earn

Rest easy, Turo covers your car with \$1 million in liability insurance and 24/7 roadside assistance throughout the trip, so you can just watch the dollars roll in.*

Pick up your car

Meet your guest, make sure everything's in order, give them a high five, and head on home. Don't forget to rate and review them in the app to help keep our marketplace strong and honest.

LOCAL HOSPITALITY DRIVES

Car delivery

Imagine the feeling travelers will get when you drop off your car curbside, or pull up in front of a restaurant downtown. Once you greet them and hand over your keys, they'll never want to go back to an agency counter again.

THERE ARE THREE OPTIONS FOR MEETING TRAVELERS:

Owners deliver to custom locations around town, within a set radius

Owners deliver to nearby airports

Travelers pick up the car at the owner's location

Search cars with delivery

Offer delivery

* Liability insurance and roadside assistance only apply to hosts who enroll in a protection plan provided via Turo (where available). Hosts who provide their own commercial rental insurance and offer insurance directly to their customers will not be covered by the above-mentioned protection. All hosts outside of the USA, Germany, and Ontario, Alberta, and Quebec in Canada must have commercial rental insurance for their customers.

The Turo logo, which consists of the word "TURO" in a bold, sans-serif font, enclosed within a black-outlined arrow shape pointing to the right.

Legal matters

[Terms of service](#)[Imprint](#)[Cancellation policy](#)[Security deposit policy](#)[Privacy policy](#)[Community guidelines](#)[Nondiscrimination policy](#)[Additional policies](#)

Terms of service

Last revised: Jan 12, 2018

Thank you for your interest in Turo!

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AN AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS IN THE USA (UNLESS YOU OPT OUT), AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

INTRODUCTION

Turo Inc. (hereinafter, "Turo", "we", or "us"), provides an online car sharing platform that connects vehicle owners with travelers and locals seeking to book those vehicles. Turo is accessible online including at turo.com <<https://turo.com/>> and as an application for mobile devices (Turo's websites, blog, and mobile applications are hereinafter collectively referred to as "the Services"). By accessing or using the Services, including by communicating with us or other Turo users, you agree to comply with, and be legally bound by, the provisions of these Terms of Service ("Terms"),

whether or not you become a registered user of the Services. These Terms govern your access to, and use of, the Services and constitute a binding legal agreement between you and Turo.

All of the provisions in the Terms, together with Turo's Privacy Policy

<<https://turo.com/policies/privacy>>, applicable Insurance terms and certificates, and roadside assistance terms, and the user Policies <support.turo.com/hc/categories/200236850> provided on the Turo Services (the "Policies") constitute the "Agreement" between you and Turo.

Modification. Turo reserves the right, at our sole discretion, to modify our Services or to modify these Terms at any time. If we modify these Terms, we will post the modification on our Services. We will also update the "Last Revised" date at the top of these Terms. By continuing to access or use our Services after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your sole recourse is to stop using and accessing the Services and close your account within 30 days, in which case the previous effective version of the Terms of Service will apply to you, unless you have used the Services during the intervening 30 day period, in which case the new Terms of Service will apply to you.

If you have any questions for us concerning this Agreement or Turo generally, please contact us at support.turo.com.

GENERAL TERMS

Eligibility. Our Services are intended solely for persons who are 21 or older. Any use of the Services by anyone under 21 is expressly prohibited.

Registration. In order to access certain features of the Services you must sign up for an account with us (hereinafter a "Turo Account") by either providing us your email address and creating a password or through a third-party social networking site account ("SNS") (including, Facebook and Google).

Verification. When you sign up to either list or book a vehicle, you will provide us with certain information about yourself to enable us to verify your identity in order to become an "Approved Driver." You promise to provide complete and accurate information to Turo about yourself and your vehicle(s), if any. Where permitted, Turo has the right, but not the obligation, to undertake screenings, checks, and processes designed to help verify or check the identities and/or backgrounds of users and vehicles, including driving history and driver's license validity, but we do not endorse any vehicle, user, or his or her background, or commit to undertake any specific screening process. Turo may in its sole discretion use third party services to verify the information you provide to us and to obtain additional related information and corrections where

applicable and you hereby authorize Turo to request, receive, use, and store such information. Turo may accept or reject your application to become an Approved Driver in its sole discretion.

Consumer Report Authorization. When you apply to become an Approved Driver, you are providing Turo with written instructions and authorization in accordance with the Fair Credit Reporting Act, applicable consumer reporting laws, or any similar laws to obtain your personal and/or business auto insurance score, credit report and/or conduct a background check, including a criminal background check where permissible under applicable law. You are also authorizing Turo to obtain your personal and/or business auto insurance score, credit report or conduct a background check at any time Turo reasonably believes there may be an increased level of risk associated with your Turo Account.

Ongoing Information Updates. You promise to update the information you have provided to Turo in the event of any changes to your driving record, contact information, or background. Specifically with respect to your contact information, Turo may deliver notices to you at the most recent email, telephone, or billing address provided by you, and those notices will be considered valid even if you no longer maintain the email account, telephone number, or receive mail at that address unless you provide updated contact information to us. Also, you are and will be solely responsible for all of the activity that occurs through your account, so please keep your password and account information secure. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Turo Account, whether or not you have authorized such activities or actions. You will immediately notify Turo of any actual or suspected unauthorized use of your Turo Account. We are not responsible for your failure to comply with this clause, or for any delay in shutting down or protecting your account after you have reported unauthorized access to us.

Your Commitments. You agree that you will always use your account and the Services in compliance with the Terms, applicable law, and any other policies and standards provided to you by Turo. As a vehicle owner or host (hereinafter "host"), you commit that you will provide a safe and legally registered and insured vehicle, with a clean (non-salvage/branded) title, in good mechanical condition, on time to the traveler or guest who is an Approved Driver (hereinafter "guest"). As a guest, you commit that you'll be a legally licensed driver, who will treat the vehicle well and will take all reasonable measures to return the vehicle on time in essentially the same condition that you received it. In connection with your use of or access to the Services you may not, and you agree that you will not, nor advocate, encourage, request, or assist any third party to:

Violate any law, including:

breach, violate, and/or circumvent any local, state, provincial/territorial, regional, or national law or other law or regulation, or any order of a court, including, without limitation, airport regulations

and tax regulations, licensing or registration requirements, third party rights or our systems, Policies <///support.turo.com/hc/categories/200236850>, or determinations of your account status; post false, inaccurate, misleading, defamatory, or libelous content;

infringe, reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to Turo, or that comes from the Services and belongs to another Turo user or to a third party, including works covered by any copyrights, trademark, patent, or other intellectual property, privacy, publicity, moral, or contractual rights, except with prior express written permission of Turo;

Submit any false information, including:

submit any false information including name, date of birth, drivers license, credit card, insurance, or other personal information;

submit a claim, or respond to a claim (for example about damage to a vehicle), with false or misleading information;

offer, as an owner, any vehicle that you do not yourself own or have authority to share;

offer, as an owner, any vehicle that may not be shared for compensation pursuant to the terms and conditions of an agreement with a third party, including, but not limited to, a lease or financing agreement;

offer, as an owner, any vehicle that has a salvaged, branded, washed, or unclean title or that is not safe, legally registered, (and insured) to be driven on public roads;

book or drive any vehicle without a valid driver's license;

submit any listing with false or misleading information, or submit any listing with a price that you do not intend to honor;

register for a Turo account on behalf of an individual other than yourself;

impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;

Fail to honor your commitments, including:

fail to pay your fees or other amounts owed to Turo or another user;

fail, as either a guest or host, to timely deliver, make available, or return any vehicle, unless you have a valid reason as set out in our Policies <///support.turo.com/hc/categories/200236850>,

use the Services to find a host or guest, and then complete a transaction to share it partially or wholly independent of Turo Services, in order to circumvent the obligation to pay any Turo Fees related to Turo's provision of the Services or for any other reasons;

transfer your Turo account and/or user ID to another party without our consent;

allow anyone other than an Approved Driver with whom you are traveling to drive the vehicle you have booked;

list or provide to a guest a vehicle that is subject to a safety recall without first properly addressing the matter subject to the recall;

Harm or threaten to harm users of our community, including:

“stalk” or harass any other Turo user or collect or store any personally identifiable information about any other user other than for purposes of transacting as a Turo owner or traveler in accordance with these Terms;

engage in physically or verbally abusive or threatening conduct;

use our Services to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information, or credit, debit, calling card, or account numbers;

treat anyone differently based on the way they look, who they love, what they believe, how they self-identify, where they're from, or when they were born. Discrimination of any kind is not tolerated in the Turo community;

Use Turo for your own unrelated purposes, including:

contact a host for any purpose other than asking a question related to a booking or such host's vehicle(s) or listing(s);

contact a guest for any purpose other than asking a question related to a booking or such traveler's use of Turo Services;

commercialize any content found on Turo or software associated with our Services, including Reviews;

harvest or otherwise collect information about users without their and our consent;

recruit or otherwise solicit any user to join third party services or websites that are competitive to Turo, without Turo's prior written approval;

Interfere with the operation of the Services, including:

interfere with any other user's listings;

enter into a Turo transaction with a member of your family, household, friend, colleague, or acquaintance;

distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;

distribute viruses or any other technologies such as 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 that may disrupt or interfere with the operation or provision of our Services, or harm Turo or the interests or property of others;

bypass robot exclusion headers, interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;

systematically retrieve data or other content from our Services 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;

use, display, mirror, or frame the Services or any individual element within the Services, Turo's name, any Turo trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without Turo's express written consent;

access, tamper with, or use non-public areas of the Services, Turo's computer systems, or the technical delivery systems of Turo's providers;

attempt to probe, scan, or test the vulnerability of any of Turo's system or network or breach any security or authentication measures;

avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Turo or any of Turo's providers or any other third party (including another user) to protect the Services;

forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive, or false source-identifying information;

attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services; or

endeavor to circumvent a suspension, termination, or closure of your account, including, but not limited to, creating a new account to circumvent an account suspension or closure or giving cars registered to you or a member of your household to other Turo users to List.

Violations. Turo has the right, but not the obligation, to investigate, pursue, and seek to prosecute, litigate, or refer to law enforcement, violations of this Agreement to the fullest extent permissible by the law. Turo may access, preserve, and disclose any of your information if we are permitted or required to do so by law; if we believe in good faith that it is reasonably necessary to respond to claims asserted against Turo or to comply with permissible legal process (for example, subpoenas or warrants); to enforce or administer the Terms; to do so for fraud prevention, risk assessment, investigation, customer support, product development and debugging purposes; and/or to protect the rights, property, or safety of Turo, its employees, its users, or members of the public.

Turo reserves the right, at any time and without prior notice, in accordance with applicable law, to remove or disable access to any content that Turo, at its sole discretion, considers to be objectionable for any reason, in violation of this Agreement or otherwise harmful to the Services or our community. If we believe you are abusing Turo, our users, or employees in any way or violating the letter or spirit of any of this Agreement, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, remove hosted content, deny a claim for coverage, remove and demote your listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services. Additionally, we reserve the right to refuse or terminate our Services to anyone for any reason at our discretion to the full extent permitted under applicable law.

Policy Enforcement. When an issue arises, we may consider the user's performance history and the specific circumstances in applying our Policies <///support.turo.com/hc/categories/200236850>. We may choose to be more lenient with policy enforcement in an effort to do the right thing, subject to our sole and absolute discretion.

Fees. The fees we charge for using our Services and other cost structures can be found on our Policy Pages <///support.turo.com/hc/articles/213298687>.

Collection of Fees. When you provide Turo a payment method, you authorize Turo, or third-party partners acting on Turo's behalf, to store your payment credential for future use in the event you owe Turo any money. You authorize Turo to use stored payment credentials for balances, including but not limited to, Trip Costs, payment, fines and fees

<///support.turo.com/hc/articles/213298687-Trip-costs-payment-fines-fees> and claims costs and related administrative fees <///support.turo.com/hc/articles/203990800-How-does-insurance-work-What-am-I-responsible-for-if-I-have-an-accident->. Turo and its partners will employ all legal methods available to collect the amounts, including the engagements of collection agencies or legal counsel. In addition, you may be subject to late fees. Turo, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. In addition to the amount due, delinquent accounts and/or chargebacks will be charged with fees and/or charges that are incidental to the collection of delinquent accounts and/or chargebacks including, but not limited to, collection fees and/or convenience fees and/or other third parties charges. You hereby explicitly agree that all communication in relation to delinquent accounts may be made by electronic mail or by phone, as provided to Turo by you. Such communication may be made by Turo or by anyone on its behalf, including but not limited to a third party collection agent. If you wish to dispute the information Turo reported to a credit bureau (i.e., Experian, Equifax, or TransUnion) please contact our Collections Dept. If you wish to dispute the information a collection agency reported to a credit bureau regarding your Turo Account, you must contact the collection agency directly.

Communications with You. In order to contact you more efficiently, we may at times contact you using autodialed or prerecorded message calls or text messages at your telephone number(s). We may place such calls or texts primarily to confirm your signup; provide notices regarding your Account or Account activity; investigate or prevent fraud; collect a debt owed to us; or communicate urgent messages. You agree that we, or our service providers, may contact you using autodialed or pre-recorded message calls and text messages to carry out the purposes we have identified above. We may share your phone number(s) with service providers with whom we contract to assist us in pursuing these interests, but will not share your phone number(s) with third parties for their own purposes without your consent. Standard telephone minute and text and data charges may apply <support.turo.com/hc/articles/210134398>. Where Turo is required to obtain your consent for such communications, you may choose to revoke your consent.

You authorize Turo and its partners, without further notice or warning and in our discretion, to monitor or record telephone conversations you or anyone acting on your behalf has with Turo or its agents for quality control and training purposes. You acknowledge and understand that your communications with Turo may be overheard, monitored, or recorded without further notice or warning. If you do not wish to have your call recorded, please contact us instead in writing through support.turo.com.

Insurance. In the unlikely event of a conflict or inconsistency between the explanation of insurance coverage in these Terms and an applicable insurance policy offered to the Turo community, the insurance policy language controls. In Canada, the applicable law regarding insurance policies are the laws of Canada and the laws of the province where the policy has been issued. For more information click [here](#).

LEGAL DISPUTES FOR OWNERS AND TRAVELERS RESIDING ANYWHERE OTHER THAN CANADA

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND TURO HAVE AGAINST EACH OTHER ARE RESOLVED.

Subject to applicable law, you and Turo agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of the Terms of Service, your use of or access to the Service or any breach, enforcement, or termination of this Agreement will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

Applicable Law. You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the State of Arizona, without regard to principles of conflict of laws, will govern the Terms of Service and any claim or dispute that has arisen or may arise between you and Turo,

except as otherwise stated in the Terms of Service. These Terms and your use of the Services will be interpreted in accordance with the laws of the State of Arizona and the United States of America, without regard to its conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a state court located in Maricopa County, Phoenix, Arizona or a United States District Court for the District of Arizona located in Phoenix, Arizona.

Agreement to Arbitrate. You and Turo each agree that any and all disputes or claims that have arisen or may arise between you and Turo (including its respective subsidiaries, employees, officers, directors, and agents) relating in any way to or arising out of this or previous versions of the Terms of Service, your use of, or access to the Service, or any services sold, offered, or purchased through Turo's Services (such as listing or sharing a vehicle) or any breach, enforcement, or termination of this Agreement shall be resolved exclusively through final and binding arbitration, rather than in court, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

Prohibition of Class and Representative Actions and Non-Individualized Relief. YOU AND TURO AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND TURO AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

Arbitration Procedures. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. An arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of heading "Prohibition of Class and Representative Actions and Non-Individualized Relief", shall be for a court of competent jurisdiction to decide.

Where the relief sought is \$25,000 or less, the arbitration will be conducted by FairClaims in accordance with its Arbitration Rules & Procedures effective at the time a claim is made. Where the relief sought is \$25,001 or more, the arbitration will be conducted by the American

Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate.

A party who intends to seek arbitration must first send to the other, by email, a completed form Notice of Dispute ("Notice"). The Notice to Turo should be sent via email to noticeofdispute@turo.com. Please provide your name, telephone number, email, mailing address, and briefly describe the nature of your dispute and briefly describe the relief you would like from Turo.

If you and Turo are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or Turo may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the [FairClaims](#) website or the [AAA's](#) site. (The AAA provides a [Demand for Arbitration form](#) and a [separate form for California residents](#).) Any settlement offer made by you or Turo shall not be disclosed to the arbitrator.

Any FairClaims arbitration hearing shall be held via videoconference. Any AAA arbitration hearing shall be held in the county in which you reside or at another mutually agreed location. You or Turo may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Turo subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or Turo may attend by telephone.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same Turo user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The Parties agree that all communications and evidence related to the dispute will remain confidential, and neither party shall take any action that will harm the reputation of any of the other, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the Parties or entities

Costs of Arbitration. Turo will cover cover the cost of any FairClaims arbitration fees for you. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate.

Severability. With the exception of any of the provisions in Section "Prohibition of Class and Representative Actions and Non-Individualized Relief," if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in Section

"Prohibition of Class and Representative Actions and Non-Individualized Relief" is invalid or unenforceable, then the entirety of the Agreement to Arbitrate shall be null and void. The remainder of the Agreement, the Terms of Service, and its Legal Disputes Section will continue to apply.

Opt-Out Procedure. IF YOU ARE A NEW TURO USER, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION ("OPT-OUT") BY EMAILING US AN OPT-OUT NOTICE TO ARBITRATIONOPTOUT@TURO.COM EMAIL ADDRESS ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE TERMS OF SERVICE FOR THE FIRST TIME.

In order to opt-out, you must email your name, address (including street address, city, state, and zip code), and email address(es) associated with your Turo Account(s) to which the opt-out applies and to arbitrationoptout@turo.com. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Agreement and its Legal Disputes Section will continue to apply to you.

Future Amendments to the Agreement to Arbitrate. Notwithstanding any provision in the Terms to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate in the future, that amendment shall not apply to any claim that was filed against Turo prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and Turo. If you do not agree to these amended terms, you may close your account within the 30 days of posting or notification and you will not be bound by the amended terms but will arbitrate any dispute in accordance with the provisions of the "Agreement to Arbitrate" section as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms). Once you have submitted a valid Opt-Out Notice to Turo, you do NOT need to submit another one when the Terms of Service are subsequently updated. Your first Opt-Out Notice will serve as a valid as to future versions of the Terms.

Judicial Forum for Legal Disputes. Unless you and we agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate, as a result of a decision by the arbitrator or a court order or the parties have reserved their rights to pursue legal action in a court of law for actual or threatened intellectual property infringement pursuant to these Terms, you agree that any claim or dispute that has arisen or may arise between you and Turo must be resolved exclusively by a state, federal, or small claims court located in Phoenix, Arizona. You and Turo agree to submit to the personal jurisdiction of the courts located within Phoenix, Arizona for the purpose of litigating all such claims or disputes.

LEGAL DISPUTES FOR OWNERS AND TRAVELERS RESIDING IN CANADA

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND TURO HAVE AGAINST EACH OTHER ARE RESOLVED

Resolution of disputes. If a dispute arises between you and Turo, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Turo agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our Services (a "Claim") in accordance with one of the subsections below or as you and we otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Law and Forum for Disputes. The laws of the Province of Ontario and the federal laws of Canada applicable shall govern this Agreement and any dispute or claim you have against Turo in all respects unless you are a resident of Quebec. All residents of Canada, other than residents of Quebec, agree that any claim or dispute you may have against Turo must be resolved by a court located in Toronto, Ontario, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts located within the Province of Ontario for the purpose of litigating all such claims or disputes unless you are a resident of Quebec.

Arbitration Option. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than Cdn\$15,000, the party requesting relief may seek to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event that a party elects arbitration and the other party agrees to such arbitration, such arbitration shall be initiated through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

OTHER LEGAL MATTERS

Turo Photography. Turo may offer hosts the option of having photographers take photographs of their vehicles <<https://turo.com/owner-tools/photography>> and/or hosts with their vehicles ("Images"). You alone are responsible for using the Images in connection with your Turo Listing and you warrant that you are the rightful owner of the images and allowed to use them, will cease using the Images if they no longer accurately represent your vehicle. You agree that Turo is the sole and exclusive owner – or exclusive licensee – as allowed by applicable law – of all right, title,

and interest in all copyrights, trademark rights, and any and all other intellectual property rights, including right of publicity rights, worldwide, in the Images regardless of whether you include them in your Listing and you shall take no action to challenge or object to the validity of such rights or Turo's ownership or registration thereof. You hereby acknowledge that Turo may use the Images for advertising, marketing, commercial, and other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation. Further, you hereby waive any and all rights to royalties or moral rights you may have in the Images. If you use the Turo photography program, you agree that you will not use the Images in connection with sharing your vehicle out on any platform, website, or application other than Turo. At Turo's request, you will execute documents and take such further acts as Turo may reasonably request to assist Turo to acquire, perfect, and maintain its intellectual property rights and other legal protection in the Images.

You understand that if Turo uses the term "Verified Images" the term is intended only to indicate a photographic representation of the vehicle at the time the photograph was taken. Verified Images are therefore not an endorsement by Turo of any user or any vehicle. Likewise, Turo may, but does not commit to, undertake efforts to ensure the safety of vehicles shared through the Services. We do not make any representations about, confirm, or endorse the safety or roadworthiness of any vehicles beyond our policies that require vehicle owners to ensure their vehicles are in safe and operable condition, legally registered to be driven on public roads, have a clean (non-salvaged/non-branded/non-washed) title, not subject to any applicable safety recalls, and otherwise satisfy our eligibility requirements <support.turo.com/hc/articles/203991940>.

Turo Content and User Content License. Subject to your compliance with the provisions of these Terms, Turo grants you a limited, revocable, non-exclusive, non-transferable license, to access and view any Turo content solely for your personal and non-commercial purposes and access and view any user content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Turo or its licensors, except for the licenses and rights expressly granted in these Terms.

User Content. We may, in our sole discretion, permit you to post, upload, publish, submit or transmit content through our Services such as photographs of you and your vehicle(s), reviews, feedback, and descriptions of your vehicle or trip. By making available any content on or through the Services, or through Turo promotional campaigns, you hereby grant to Turo a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such content on, through, by means of or to promote or market the Services. Turo does not claim

any ownership rights in any such content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such content.

Promotions. Learn more about our current promotions here

<<https://turo.com/support.turo.com/hc/sections/202957838-Contest-and-sweepstakes-rules>>. You must be a user in good standing (not suspended), comply with our Terms and the promotion rules to qualify for any promotional compensation. Users who attempt to abuse our promotions are subject to cancellation/reversal of the promotion amounts and suspension from the Turo community. Guests and hosts cannot cancel existing reservations to qualify for new promotions. Hosts cannot allow acquaintances, friends, or family to book their vehicle in order to qualify for promotions.

Copyright Protection. We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the US Digital Millennium Copyright Act and similar laws. If you think a user is violating your copyright(s) and want to notify us, you can find information about submitting notices here

<support.turo.com/hc/articles/213289767>.

Vehicle and Personal Protection. In addition to the terms set forth in Sections “Your Financial Responsibility Is Primary” and “Other Insurance and Legal Matters” below, during the applicable reservation period, Turo, or third parties acting for the mutual benefit of Turo and our users, may provide certain comprehensive and collision protection for the vehicle, as well as liability insurance for bodily injury and property damage in the USA, Alberta, Ontario, and Quebec, Canada, and Germany. You understand and agree that, for “Uninsured/Underinsured Motorists & No-Fault” (including Medical Payments/First Party Benefits/Personal Injury Protection, etc.): Turo has either waived such coverage entirely or subscribed to the lowest limit allowable by applicable law and that you are bound by the election and agree to be so bound. The liability insurance and the comprehensive and collision protection shall be excess and contingent over any other valid and collectible insurance that may be available to the guest. Protection package details and other specifics may be found in the Policies <support.turo.com/hc/categories/200236850> and for users in Canada here <intact.ca/turo-car-sharing>. If you have questions about your own personal insurance policies, you should contact your insurance professional; if after reviewing these Terms and [FAQs](#), you or your insurance professional still have questions regarding the Turo protections, please contact us at support.turo.com and we will connect you with our broker in the US, Porter & Curtis, LLC, or insurance providers in Canada and Germany and their broker(s), if applicable, to explain how these protections operate.

Termination. You may discontinue your use of the Services at any time and Turo may terminate your access to the Services and remove any listings for any reason or no reason to the maximum extent permissible under applicable law. Termination of access to the Services will not release either party from any obligations incurred prior to the termination and Turo may retain and

continue to use any information, including but not limited to photography, previously provided by you. Termination of this Agreement will not have any effect on the disclaimers, waiver or liability limitations, or legal disputes provisions under this Agreement and/or any fees due, and all of those terms will survive any termination of this Agreement.

No Transfer or Assignment. Except as otherwise provided herein, guests and hosts agree that nothing in these Terms constitutes an actual or purported transfer or assignment of any right or interest in a vehicle shared through the Turo Services.

Disclaimers. TURO PROVIDES SERVICES THAT ENABLE VEHICLE SHARING BETWEEN HOSTS AND GUESTS. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, TURO DOES NOT ITSELF PROVIDE VEHICLE RENTAL SERVICES AND/OR INSURANCE SERVICES AND IS NOT RESPONSIBLE FOR ANY OF THE ACTS OR OMISSIONS OF ANY OF THE USERS OF ITS SERVICES, THE VEHICLE MANUFACTURER, OR ANY THIRD PARTY PROVIDER OF SERVICES (E.G. IN-VEHICLE GPS OR OTHER SYSTEMS). THE SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT LIMITING THE FOREGOING, TURO EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Turo makes no warranty that the Services, including, but not limited to, the listing and/or any vehicle, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Turo makes no warranty regarding the quality of any listings, vehicles, hosts, guests, the Services, or any content or the accuracy, timeliness, truthfulness, completeness, or reliability of any content obtained through the Services. No advice or information, whether oral or written, obtained from Turo or its service providers or through the Services or content, will create any warranty not expressly made herein.

Limitation of Liability and Waiver. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST TURO AND ITS RESPECTIVE SUBSIDIARIES, DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES (THE "TURO PARTIES") AND ANY TURO USER (EXCEPT AS DETAILED BELOW FOR TRANSACTIONS WHERE THE HOST PROVIDES THEIR OWN COMMERCIAL/RENTAL INSURANCE/PROTECTION) FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES INCLUDING, WITHOUT LIMITATION, A VEHICLE NOT BEING AVAILABLE WHEN IT WAS SUPPOSED TO BE, ANY MALFUNCTION OF OR DEFICIENCY IN A VEHICLE, ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY ANY MANUFACTURER OR OTHER THIRD PARTY, ANY PERSONAL INJURY OR PROPERTY DAMAGE SUFFERED BY YOU OR ANY OF YOUR PASSENGERS AND, IN THE CASE OF THE TURO PARTIES, ANY ACTIONS OR INACTION OF THE HOST. NEITHER TURO NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION,

COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, FROM THE USE OF OR INABILITY TO USE THE SERVICES, OR FROM YOUR LISTING OR BOOKING OF ANY VEHICLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY. Except for our obligations to pay amounts to applicable hosts or guests pursuant to these Terms, including an approved payment request or claim under a protection package or applicable insurance policy, in no event will Turo or its insurer's aggregate liability arising out of or in connection with this Agreement or your use of the Services, exceed the greater of the amounts you have paid or owe for bookings via the Services as a guest in the twelve month period prior to the event giving rise to the liability, or if you are a host, the amount earned by you in the 12 month period prior to the event giving rise to the liability, or US\$100. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TURO AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU WAIVE CALIFORNIA CIVIL CODE §1542, OR ANY SIMILAR LAW, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST ANY TURO USER FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES UNLESS (1) YOU ARE A HOST WHO HAS DECLINED A PROTECTION PACKAGE VIA TURO AND ARE MAKING A CLAIM AGAINST A GUEST WHO BOOKED A VEHICLE FOR WHICH YOU OPTED TO PROVIDE YOUR OWN COMMERCIAL/RENTAL INSURANCE OR PROTECTION TO THE GUEST; OR (2) YOU ARE A GUEST WHO BOOKED A VEHICLE FROM A HOST WHO OPTED TO DECLINE A PROTECTION PACKAGE VIA TURO AND OPTED TO PROVIDE INSURANCE OR PROTECTION DIRECTLY TO YOU AND YOU ARE MAKING A CLAIM AGAINST THAT COMPANY/HOST.

Indemnification. To the extent permitted by applicable law, you agree to release, defend, indemnify, and hold Turo and its subsidiaries, officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services or your violation of these Terms; your user content; your interaction with any user, booking of a vehicle, or creation of a listing for a vehicle; or the use, condition, or trip, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of a booking, sharing, or use of a vehicle.

Liquidated damages/Contract penalty. You acknowledge that the actual damages likely to result from engaging in gray market transactions (i.e., using Turo to find a guest or vehicle, and then completing a reservation or related transaction partially or wholly independent of Turo, in order to circumvent the obligation to pay any Turo Fees) are difficult to estimate and would be difficult for Turo to prove. You will pay Turo \$5,500 in Liquidated Damages to compensate Turo for any such conduct. This amount is not intended as a punishment for any such breach. In Germany, if you are a consumer, you have a right to prove that actual damages were lower.

Turo is not a rental car company. It does not own a fleet of vehicles, and is not, in the business of renting vehicles to the public. Turo is in the business of providing an online platform where vehicle owners and those in need of a vehicle can meet and share vehicles amongst themselves subject to these Terms.

Turo is neither an insurance company nor an insurance broker. Turo has obtained group liability and physical damage insurance policies in the USA, Germany, and three provinces in Canada. Turo is the named insured on those policies. If you receive protection under one of these group policies, your coverage is provided by third party insurance companies and/or their brokers

Rounding off. Turo may, in its sole discretion, round up or down amounts that are payable from or to Owners or Travelers to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest dollar, pound, or other supported currency) where permissible under applicable law.

No Agency. Turo does not appoint you or any other user as its employee, mandatory, legal agent, or form any kind of legal partnership or joint venture. You are not authorized to make any commitments on behalf of Turo and Turo will not make commitments on your behalf, except as contemplated by Services or expressly stated in this Agreement.

General. This Agreement states the entire understanding between you and Turo concerning your access to and use of the Turo Services and supersedes any earlier verbal or written communications between us. With the exception of appointing a custodian to manage your vehicles on your behalf, you may not delegate your legal obligations or transfer any of your rights, in whole or in part, to any third party without advance written consent of the Turo. You will remain responsible for your obligations hereunder in any event. If any provision of this Agreement is construed to be unenforceable, the remaining provisions will not be affected and will continue in full force and effect. A Turo Director or Officer must agree to any modification or waiver of any term of this Agreement in writing. Turo's failure to exercise any right under this Agreement will not constitute a waiver of any other right Turo may have. There is personal vehicle sharing legislation that may apply to you; more information is available in our FAQs. <%1\$/en-us/articles/203991840>

Headings are for reference purposes only and do not limit the scope or extent of such Section. Except as otherwise provided in this Agreement, if any provision of these Terms of Service are held to be invalid, void, or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

Turo can be contacted at the these addresses. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at 1-800-952-5210.

Translations. Where Turo has provided you with a translation of the English language version of these Terms, in case of any wording discrepancies between the English and any other versions of the Terms, the English wording takes precedence.

SPECIFIC TERMS FOR GUESTS

The following Sections also apply if you book a vehicle using the Services:

Fees. You are responsible for paying all fees when they come due. You authorize Turo to charge any payment methods or stored payment credentials associated with your account for all amounts due, including but not limited to, security deposits, processing fees, fees, fines/penalties, deductibles, and damages, and you furthermore represent and warrant that you have the right to make this authorization. You will be responsible for all of the costs relating to any citations and fines (e.g. tolls, parking tickets, towing fines) incurred during the reservation period. Learn more about the various fees you may incur here <///support.turo.com/hc/articles/213298687> and more about the protection packages available to you here <///www.intact.ca/turo-car-sharing>.

Your Financial Responsibility Is Primary. With regard to damage, losses, or other liabilities, you acknowledge that, where permissible under applicable law, you are primarily liable, though you may fund that primary liability via any personal insurance you have available to you (e.g., applicable personal auto insurance or insurance from credit cards, etc.) which can be the primary source of funds for your liabilities hereunder. Any protection package you select when booking your vehicle, if one is offered via Turo, will not be available to you until your personal insurance has been exhausted. In addition, Turo's protection package you select when booking your vehicle, if any, may not be available to you in the event you breach your obligations under these Terms or our Policies <///support.turo.com/hc/categories/200236850>. Subject to the coverage and protection available to you, you acknowledge that you are fully responsible for any damage, losses, or other liabilities relating to your activities through the Turo. You agree that in the event damage is reported, Turo may immediately charge you up to the amount stipulated with the protection package that you selected when you booked the vehicle. Nothing in these Terms is intended to limit your responsibilities or Turo's legal rights in connection with your use of the

Services. You acknowledge that Turo may require and hold a deposit as part of the reservation of a vehicle.

In addition to the terms in "Vehicle and Personal Protection" Section above:

Most vehicle owners in North America participating in Turo cannot offer commercial liability insurance to you, so Turo has obtained, via its broker in the U.S.A, Porter & Curtis LLC, or directly from our insurers in Canada and Germany, a group insurance policy that provides secondary liability insurance to you. Further, there is no insurance or protection available via Turo outside the U.S.A., Germany, and Ontario, Alberta, and Quebec, Canada. Where a host can offer guests at least legally required minimum insurance (e.g. liability and/or physical damage) through their own commercial or rental policy, the owner may choose to decline insurance via Turo and provide its own coverage directly to you as the guest. You can determine directly in the vehicle listing whether the vehicle is insured by one of Turo's insurance partners or via the host directly. Where the host provides its own protection to its guests, no insurance, protection, or roadside assistance is offered to you via Turo or its insurance partners. The owner will bill you directly for any applicable insurance, protection, or roadside assistance packages after booking, not through Turo. In these circumstances, the vehicle owner may require you to sign additional paperwork, provide a deposit, or pay additional fees, costs, or taxes after booking, for instance when picking up the car. The host may also have additional requirements that differ from Turo requirements (like requiring a credit card deposit). By booking a vehicle where the host is providing protection, you agree that the vehicle owner may impose additional terms and fees after booking.

Where the host has not opted to provide its own insurance and protection to you, you understand and agree that Turo, or third party insurance companies, acting for the benefit of the owner will provide primary liability insurance for the host and that you, as the guest, will not look to the host or the host's insurance policy for coverage, in accordance with our Policies

<support.turo.com/hc/categories/200236850> and all applicable vehicle sharing statutes. You are fully responsible for paying any damage to the vehicle, subject to the protection package you selected, as well as deductibles, contribution, fees, expenses, liens, or fines arising out of your use of a vehicle booked through Turo. If Turo advances any payment on your behalf, you will continue to be responsible for such amounts and will adhere to Turo's schedule for repayment of those amounts to Turo.

Use of the Vehicle. When you book a vehicle from an owner through Turo, you must use the vehicle only for your personal use and not for any commercial purposes (e.g. driving other passengers for a fee such as through Uber or Lyft) unless you have express written permission from Turo's Legal Department in advance. You may not access a vehicle until the beginning of your reservation period and you must return the vehicle on time and in the correct location. You must exercise reasonable care in your use of the vehicle. You are required at all times to operate

the vehicle safely, and in compliance with all applicable laws, including without limitation, speed limits and prohibitions on impaired or distracted driving. In the event Turo has any concern about your use of a vehicle, Turo may terminate your reservation in its discretion at any time and require the return of the vehicle, including recovering the vehicle on behalf of the host. You are required to wear seat belts during the operation of the vehicle and to require that all of your passengers wear seat belts. You are also required to meet any laws or regulations concerning carseats and other protections for children. The Turo Policies on our Services provide a list of "Prohibited Uses" <support.turo.com/hc/en-us/articles/203990570> of any vehicle shared through the Services. The list isn't meant to be exhaustive. If you have any concerns about your planned use, please contact support.turo.com. You will be fully financially responsible for any claims, loss, or damage related to your misuse of a vehicle, and your protection package may be voided. Guests also acknowledge that using a vehicle in a prohibited manner or otherwise breaching this Agreement may lower the traveler's liability coverage to legal minimum limits, or nullify coverage, and may furthermore nullify any comprehensive or collision protection where allowed by applicable law.

Condition of the Vehicle. You understand that third parties own the vehicles offered through the Services. Each owner is responsible for complying with all legal requirements (including ensuring the vehicle is registered and insured) and maintaining their vehicle(s) in safe and roadworthy condition. Please complete a visual inspection before you begin your use of the vehicle. If you find damage in your initial inspection, you should upload photos of such pre-existing damage at the start of your reservation here <<https://turo.com/trips>> to ensure you are not held responsible for pre-existing damage. If you find damage on your initial inspection and fail to report it, Turo, third party claims adjusters, or insurance partners, may assume that the damage occurred during your reservation period. If, after your initial inspection, you believe that the vehicle is not safe to drive, please do not use the vehicle; in that event, please contact the Turo team immediately at 1-866-735-2901 in the US, +49(0)30-568-37898 in Germany, or 888-391-0460 in Canada.

Incident Reporting. Where you received insurance or protection when booking your trip via Turo, you must immediately report any damage to the vehicle you are using to Turo at support.turo.com, or 1-866-735-2901 in the US, +49(0)30-568-37898 in Germany, or 888-391-0460 in Canada, and if there has been a collision, to the police as well. You will need to use all reasonable efforts to secure evidence from any available witnesses and to provide Turo or third party claims administrators with a written description of the incident and any other information requested, including identity and insurance information of any parties involved in the incident. You are also required to cooperate in any loss investigation conducted by Turo, third party claims administrators, or insurers. After an incident, you may not continue to use the vehicle unless you have the explicit permission of Turo staff. Failure to timely report an incident or cooperate in an investigation may reduce or invalidate protection received via Turo.

State Laws Regarding Rental Car Theft. It is a felony in most states to fail to return a rental car within a certain period of time after the rental period has expired. A non-exhaustive list of relevant statutes is hereby <https://turo.com/support.turo.com/hc/articles/218114298> incorporated by reference. The following conduct may result in the reporting of the vehicle you have booked as stolen to law enforcement, possibly subjecting you and any other driver to arrest, and civil and/or criminal penalties, and the voiding of your insurance coverage and/or protection package:

If you fail to return the vehicle you have booked at the time and place agreed upon with the host and/or designated in your reservation;

If you do not return the vehicle by the end of the reservation period and you have not properly obtained an extension of the reservation through the Turo system as set forth here <https://turo.com/support.turo.com/hc/articles/203990680-Extending-your-reservation>;

If vehicle is returned to any place other than the return location on the reservation or agreed upon with the owner. Any damage to, loss or theft of vehicle occurring prior to the host inspecting the vehicle upon return at the end of the reservation is the guest's responsibility;

If you misrepresent facts to the host pertaining to booking, use, or operation of vehicle;

If the vehicle's interior components are stolen or damaged when vehicle is unlocked or keys are not secured during the reservation period;

If you fail or refuse to communicate in "good faith" with host, police, Turo, or other authorities with a full report of any accident or vandalism involving the vehicle or otherwise fails to cooperate in the investigation of any accident or vandalism;

If the vehicle is operated by anyone who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the reservation period; who has obtained the keys without permission of the host; or who misrepresents or withholds facts to/from the host or Turo material to the booking, use or operation of vehicle.

The primary guest who books the reservation is responsible for any private investigation costs Turo deems necessary to recover a vehicle that is not returned. In addition, a \$500 case administration fee will be imposed on the primary guest if Turo and/or the host has to report a vehicle as stolen to law enforcement due to it not being returned.

Repossession. Turo, a hired agent of Turo or the host may repossess any vehicle booked through the Services without demand, at the guest's expense, if the vehicle is not returned by the end of the reservation, is found illegally parked, apparently abandoned, or used in violation of applicable law or these Terms.

Missing Vehicles. If a vehicle you have booked through the Turo Services goes missing and/or is stolen during the reservation period (or extension period), you, must immediately return the original ignition key to the host; file a police report immediately after discovering the vehicle is

missing or stolen, but in no event more than 24 hours after discovering it has gone missing; and cooperate fully with the host, law enforcement, Turo, and other authorities in all matters related to the investigation.

SPECIFIC TERMS FOR OWNERS

The following Sections also apply if you share your vehicle through the Turo Services:

Information Given at Registration. When you sign up for Turo, you will identify passenger vehicle(s) that you want to list for sharing through the Services. Each vehicle must meet the requirements found here <https://support.turo.com/hc/articles/203992950>. You may only use the Services in connection with vehicles that you own or otherwise have all the necessary rights and permissions to share for compensation.

Vehicle Availability. Once a trip is booked, you must make the vehicle available or deliver the vehicle as expected by the guest. If you offer the guest the option to pick up your vehicle at a persistent specified location, you must supply the location of the vehicle accurately to Turo and ensure that the vehicle is available at that location at the beginning of the reservation period. In order to qualify for available Insurance and related protections, before you provide a prospective guest with your vehicle, you must verify that he or she has a current, valid driver's license <https://support.turo.com/hc/articles/204727440> which matches the name on the reservation and that the person picking up the vehicle appears to match the photograph on a facially valid driver's license.

Trip Fees. You will have the ability to set and revise the vehicle's pricing as you choose. Learn more about Automatic Pricing here <https://support.turo.com/hc/articles/207337887>. Turo will pay you the amount collected from those who book your vehicle, less the applicable fees payable to Turo. A current fee schedule can be found here <https://support.turo.com/hc/en-us/articles/203992000>. To the extent you owe Turo money for any reason, Turo also reserves the right to deduct those amounts from your payment.

Taxes & Airport Permitting Fees. You understand and acknowledge that appropriate governmental agencies, departments, or authorities may take the position that you owe taxes in connection with your use of our Services. Please familiarize yourself with the applicable tax regulations and consult with your personal tax advisor. Further, some airports where you offer delivery may take the position that you must have a permit to use airport premises and remit fees. While Turo does not believe that rental car permits should apply to peer-to-peer carsharing, not all airport authorities agree with this position.

Maintenance. You are required to regularly check your vehicle for any defects in its operations or safety. You promise that, at all times, your vehicle will be in safe and roadworthy condition, in

good mechanical condition, and in full compliance with all applicable inspection and registration requirements. You will only list vehicles with a clean, non-salvaged, non-washed, and non-branded title. You agree to respond to any applicable recall or similar safety notices and to complete any recommended action before allowing your vehicle to be booked. In addition, if Turo believes that your vehicle does not conform to reasonable standards, Turo may notify you and reserves the right to remove or decline listing your vehicle until its concerns have been resolved. Turo may, but does not commit to, undertake efforts to ensure the safety of vehicles booked through the Services. Learn more about our vehicle eligibility requirements here <https://support.turo.com/hc/articles/203991940>.

Incident Reporting. If you did not decline insurance and protection via Turo, and you believe that a guest has caused any damage to your vehicle, you are required to report that damage as soon as you become aware of it (and in any event, no more than 24 hours after the end of reservation) and to provide reasonable cooperation in the investigation of the damage so that it can be eligible for coverage. Based on the investigation, Turo or third party claims administrators will reasonably determine whether the damage occurred during the reservation period and is eligible for coverage. If it was, and you did not decline insurance and protection via Turo, you will be reimbursed for the loss as described in Sections below. If Turo is not given prompt notice as described in this paragraph, or if you do not provide reasonable cooperation in the investigation by Turo or third party claims administrators, we may not be able to determine the cause. In that case, you agree that we may decline any financial responsibility for such damage.

Physical Damage. During each reservation period where you opted to receive insurance and protection via Turo or its insurance partners, Turo or its insurers will bear the risk of theft, destruction, or damage with respect to your vehicle, subject to the Terms and as described here <https://support.turo.com/hc/articles/217043898> in the US, here <https://support.turo.com/hc/articles/115016046888-Detailed-explanation-of-insurance-and-protection-provisions-for-guests-in-Germany> in Germany, and here <https://www.intact.ca/turo-car-sharing> in Canada. There is no insurance or protection available via Turo outside the U.S.A., Germany, and Ontario, Alberta, and Quebec, Canada. In the event of a loss that is covered by this Agreement, Turo, its insurers, and/or its adjusters will, at their option, pay you either the reasonable and actual expenses of repair of the vehicle or the actual cash value ("ACV") of your vehicle (if, for instance, the expected cost of repairs exceeds 75% of the ACV of the vehicle). For owners who select Premium (where available) and Standard Protection Packages, Turo will also reimburse you a reasonable amount <https://support.turo.com/hc/articles/203991870> in cash or driving credit to pay for a replacement vehicle from the date of loss until the repairs are completed or, in the event of a total loss <https://support.turo.com/hc/articles/203991870>, until the earlier of the date when Turo or third party claims administrators make the first settlement offer or the date when you replace the car. Note, if Turo or third party claims administrators choose to pay you the ACV for your vehicle, you will be required to transfer title to the vehicle to Turo or its agent. The standard for the vehicle's

ACV will be as determined by Turo or its third party claims administrators and in compliance with applicable law.

Damage Exclusions. There are some exceptions to Turo's obligations in the "Physical Damage" Section even where you have selected to receive insurance and protection via Turo. Turo and its insurers are not responsible for any personal property, including any aftermarket installations (e.g. equipment racks) that are taken from your vehicle or damaged during a reservation period. We recommend that you remove all personal property before making the vehicle available for a reservation. In addition, you should expect normal wear and tear on your vehicle, including minor scrapes and dings, in connection with your participation in the Services. Turo will not reimburse you for normal wear and tear to your vehicle other than as described here

<support.turo.com/hc/articles/217043898>. Any protection, coverage, and/or insurance provided may be voided if you violate our Terms of Service, our Policies <support.turo.com/hc/en-us/categories/200236850>, and/or submit inaccurate information about your vehicle when listing it for sharing through Turo (for example, falsely represent the make, model, or year of the vehicle).

Other Insurance and Legal Matters. In addition to the terms provided in the "Vehicle and Personal Protection" and "Rental car companies who decline Turo protection" Sections, you agree to comply with any and all applicable laws and regulations, including applicable registration and minimum insurance requirements for your vehicle. For more information about Canada click here <www.intact.ca/turo-car-sharing>. As part of your participation in the Services, you must maintain your own insurance policy and meet any minimum insurance levels required by law. In the USA, there is personal vehicle sharing legislation that may apply to you; more information is available in our FAQs <support.turo.com/hc/en-us/articles/203991840>. Where permitted by law and where you opted to receive insurance and protection via Turo, you hereby appoint Turo as your attorney-in-fact for the purpose of filing insurance claims, receiving insurance payment, otherwise administering an applicable insurance policy, and/or working with law enforcement, guests, or private entities to recover unreturned or impounded vehicles. You also promise to maintain registration information and proof of insurance in your vehicle during every reservation period. Turo may obtain insurance through a third party provider, or may choose to self-insure (meaning Turo takes on all or part or all of the insurance obligations itself, subject to all applicable laws and regulations). You agree to provide Turo with information regarding your policy's coverage as may be requested. You must inform Turo promptly in the event information previously provided changes. For owners in Canada, these additional terms <support.turo.com/hc/en-us/articles/218280068> apply during the reservation period.

Additional Provisions Applicable in Quebec. Each owner in Quebec grants Turo the right to use and enjoy the vehicle, solely during the sharing period, subject to Turo's obligations to the vehicle owner to preserve the substance of the vehicle pursuant to this Agreement. Each vehicle owner in Quebec agrees that Turo's obligation to preserve the substance of his vehicle is fulfilled by Turo obtaining commercial automobile insurance coverage, the terms, limitations and exclusions

of which are set out in the standard form automobile policy applicable in the province of Quebec (Q.P.F. no. 1).

Indemnification. If you opted to receive insurance and protection via Turo, in the event of any claim for a loss or injury that occurs during the use of your car by a guest (or by Turo itself), Turo or its insurers will defend and indemnify you against such claims as required by applicable law. In connection with any indemnified claim, you are required to give Turo or its insurers prompt written notice of the claim; allow Turo sole control over the defense of the claim; and provide Turo reasonable cooperation in its defense of the claim, at Turo's expense. If Turo or its insurers reimburses you for a lost or damaged vehicle and you later receive payment for some or all of your vehicle from a third party (e.g. a third party insurance company or restitution), you must reimburse Turo any monies received from that third party in an amount equivalent to, but not to exceed, the funds provided to you by Turo. Learn more about insurance coverage afforded you in Canada here <http://www.intact.ca/turo-car-sharing>.

Missing Vehicles. If you opted to receive insurance and protection via Turo, if your vehicle goes missing, is not returned and/or is stolen during the reservation period (or extension period), you, as the host, must immediately contact a Turo representative and follow his or her instructions, including cooperating with Turo, the police, and any other authorities in all related to the investigation of the theft. If you are instructed by Turo to file a police report, you must do so within 24 of receiving those instructions.

Specific Terms for Owners Who Decline Turo Protection

The following Sections also apply if you decline Turo protection and insurance (such as if you choose to offer your own commercial/rental policy to guests) or where no protection or insurance is offered via Turo by its insurance partners:

In exchange for keeping more of the trip price for yourself, when you decline a Turo protection package or where no protection package is offered, you waive, on behalf of yourself and any affiliated individuals (including, but not limited to, employees, employers, associates, contractors, or any other related personnel) or entities (whether they be corporations, partnerships, sole proprietorships, limited liability companies, or otherwise) (collectively, "Affiliates") any insurance or protection normally offered via Turo to you or any Affiliates, your vehicles, and any guests or approved drivers of all of the vehicles you list on Turo.

When you choose to provide your own commercial rental insurance in North America, Canada, or Germany, or where no protection or insurance is offered via Turo in your region, you, as the host, or an authorized representative acting on behalf of the host, shall be exclusively responsible for providing commercial rental insurance coverage for any reservation of your vehicles through Turo. You shall carry no less than the minimum applicable liability and/or physical damage automobile

Insurance for your vehicle, your guest, and his/her authorized drivers. When you select to decline a protection package or where none is offered in your region, you represent and warrant that (1) you are a licensed commercial rental car company or are authorized to act on behalf of and bind a commercial rental car company in connection with listing vehicles on Turo; or (2) you are an individual or company, or are authorized to act on behalf of, and bind a company, that can offer commercial rental car insurance to guests.

You further acknowledge and agree that you shall receive no protection or coverage by Turo or its affiliates, whether that be vehicle damage protection, liability protection, uninsured or underinsured motorist coverage, PIP or any similar coverage or indemnification, roadside assistance, or trust and safety support as part of a booking of your vehicle(s) when you have chosen to provide your own commercial rental insurance. You shall add Turo as an additional insured on all applicable automobile and excess liability policies. These provisions replace and supersede any representation made by Turo, or those acting on behalf of Turo, including but not limited to statements made on the Turo website, applications, blog, Terms of Service, FAQs, Policies, emails, and/or marketing materials, concerning insurance and/or protection and roadside assistance otherwise offered to host and guests when the owners do not decline protection via Turo.

Turo reserves the right to, but does not commit to, satisfy itself that you are, or are acting on behalf of, a licensed commercial rental car company and have the ability to offer commercial auto rental insurance to renters/drivers of your vehicles when you choose to decline protection. If Turo has any concerns in this regard, you agree that Turo can automatically, and in its sole discretion, default all of your vehicles back to the Standard vehicle protection package along with its associated fees (if offered in your region), remove your listings, or suspend your account.

If you lose the ability to offer commercial rental insurance to your guests (for example your policy has been canceled or nonrenewed), you must immediately change the status of your vehicle. If the change is temporary, you can snooze your vehicle(s). If you need to permanently change the protection package for your vehicle(s) back to one of Turo's available protection plans, please contact us. Never let a guest pick up a car or continue to use a car without providing them insurance coverage.

You must disclose on your listing page any applicable additional fees, costs, and/or taxes you assess in addition to other requirements you may impose (such as a security deposit or if you do not accept debit cards, for example). You must never surprise guests with hidden costs or requirements at pick-up. Turo reserves the right, in its sole discretion, to default your vehicles back to a Standard protection package, remove your listings, or suspend your account for failure to be transparent up front with guests about fees, costs, and requirements in your vehicle listing page.

You acknowledge that the actual damages likely to result from breach of this Section are difficult to estimate and would be difficult for Turo to prove. You will pay Turo \$5,500 in Liquidated Damages/Contract Penalties to compensate Turo for any such conduct. This amount is not intended as a punishment for any such breach.

You shall defend, indemnify, and hold Turo, its subsidiaries, affiliates, employees, officers, directors, and agents, and any of your guests or their authorized drivers, harmless from and against any and all claims, demands, suits, judgments, costs, expenses, liabilities, attorneys fees, damages, consequential damages, punitive damages, property damage, personal injury, theft or otherwise, without limitation, related to or arising out of any reservation or use of any vehicles, including without limitation, any vehicle damage, personal injury or property damage where you have declined Turo's protection package or one is not available in your region.

Specific Terms for Owners Participating in Turo's Valet Program

Turo Valet. Learn more about the Turo Valet Service and applicable terms, conditions and fees which apply here <support.turo.com/hc/en-us/articles/204403464-What-is-Turo-Valet-Service>.

Turo Support → Policies → Fines & fees

Search

Fees & fines

Guest fees & fines*

Fees & fines†	Charge to guest (not incl. admin. fee)	Host share*	Admin. fee*
Additional Mileage	Charge for each additional mile/km driven per fee disclosed in listing up to \$500.00 or the car's lost value due to excess mileage**, <i>whichever is greater</i> . See our mileage policy for more details.	Up to 85%†	\$10
Late Return	\$50/hour, up to \$200. See the Late Return Policy	Up to 85%†	\$25
Fuel Replacement	Cost to replace fuel not refilled for gas or electric vehicles	100%	\$25
Tolls	Cost of toll (including governmental charges)	100%	\$10
Tickets	Cost of ticket (including governmental charges)	100%	\$25
Cleaning, Pet, or Smoking Fee	\$30, \$50, \$100, \$150, or \$250 depending on the severity. See the Cleaning policy.	100%	\$25

If the Reimbursement tool is used for applicable incidentals (fuel, mileage, tickets, tolls), administrative fees are waived but a 3% processing fee will be charged for those requests.

Host fees & fines*

Fees & fines	Charge to Host*	Admin. fee *
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Exhibit 3

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Violation of Maintenance Policy	\$100	\$200 roadside fee if tow dispatched
Violation of Gray Market Policy	\$150	Cost of lost revenue
Host Late Cancellation (less than 24 hours before trip start)	\$50	N/A
Host Cancellation (more than 24 hours before trip start)	\$25	N/A
Host No-Show	\$150	N/A
Material Misrepresentation (falsified or altered documentation, unrepaired prior damage claims [UPD], invalid reimbursements, etc)	Minimum \$50	\$200 roadside fee if tow dispatched
Vehicle Misrepresentation (wrong year, doesn't have advertised feature/ functionality listed, incorrect vehicle packages, expired or incorrect registration or license plate information, etc)	\$100	\$200 roadside fee if tow dispatched

Providing an unsafe vehicle, a vehicle that breaks down, or a vehicle that is not as advertised will result in a deduction of all host earnings from the associated trip, a potential fee for roadside services rendered, and the above-mentioned fine(s). In the event of a gray market transaction, Turo reserves the right to charge the cost of lost revenue and additional fines up to \$5,500* and remove the host and/or vehicle from the marketplace.

*Values are in US\$ for reservations in the United States, CA\$ for reservations in Canada, £ (pounds) in the United Kingdom, and € (euros) for reservations in Germany and all countries in the eurozone.

**Turo reserves the right to charge an administration or inconvenience fee, plus any costs incurred by Turo, for categories not explicitly noted above.

†US Hosts receive 65%, 75%, 85%, or 90%, depending on which vehicle protection plan they selected. By default, hosts receive 75% under our Standard plan. Currently only the Standard Plan is available in Canada and Germany, and in countries other than the US, Canada, and Germany, only the Decline plan is available. Hosts who decline a Turo protection plan cannot process these items via Turo, unless they utilize the Reimbursement tool and their guest accepts the charge.

‡Commercial Hosts do not receive coverage or assistance from Turo for these fees and must instead work out resolving these problems with their guests directly. The exception to this is those fines and fees that are eligible for reimbursement via the Reimbursement tool, in which case the host and guest are subject to Turo's policies where they used the Reimbursement tool.



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English (US) ▾

WIKIPEDIA

Turo (car rental)

Turo, formerly **RelayRides**, is a company that operates a peer-to-peer carsharing marketplace. It allows private car owners to rent out their vehicles via an online and mobile interface. As of 2017, there are about four million users and 170,000 privately-owned cars on the app.^[2] The company is based in San Francisco. From 2013 to 2014, RelayRides was the subject of an investigation in New York over violations of state vehicle insurance law that resulted in \$200,000 in fines. *Forbes* included it among 14 "hottest on-demand startups" in 2015.

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History

Shelby Clark founded RelayRides in 2009, along with Harvard Business School classmates Nabeel Al-Kady and Tara Reeves. The peer-to-peer carsharing concept was inspired by similar online marketplaces such as Airbnb and eBay. Deciding to leverage underutilized vehicles as a resource,^[3] Clark proposed a model "for the community, by the community".^[4]

The service was first launched in Boston in June 2010.^[5] In late 2010, it expanded to San Francisco, where it is now headquartered,^[6] and in March 2012 it launched nationwide in the US.^[7]

In 2012, Turo partnered with major automaker General Motors and their OnStar division to help renters unlock GM cars with their mobile phones.^[8] In September 2013, however, RelayRides announced they would be discontinuing their Onstar technology integration to strategically focus on the fastest growing part of their business, long duration car rentals.^[9]

In May 2013, the New York State Department of Financial Services issued a consumer alert, warning that RelayRides was misrepresenting insurance coverage for users of its program,^[10] and a cease-and-desist letter ordering RelayRides to stop operations in New York.^[11] RelayRides suspended operations in the state^[12] and was eventually fined \$200,000 for false

Turo



Type	Private
Industry	Car sharing
Founded	2009 Boston, Massachusetts
Founder	Shelby Clark
Headquarters	San Francisco, California
Area served	United States (except state of NY), Canada, the UK and Germany
Key people	Shelby Clark (Founder & Chief Community Officer), Andre Haddad (CEO)
Services	Car sharing · Car rentals · Cars
Number of employees	200 ^[1]
Website	https://turo.com/

advertising, unlicensed insurance activity, and other violations.^[13] New York is now the only U.S. state where Turo is not available.^[14]

While the company originally focused on short-term, hourly car rentals, over time, the majority of its growth was driven by longer duration rentals of 1 day or more. In 2013, RelayRides acquired Wheelz,^[15] one of its competitors, and discontinued support for hourly pricing of car rentals, turning its focus to long duration rentals. The average rental for the company is now more than five days.^[16] It started targeting travelers when it piloted the option to search by airport in 2013 and launched a delivery option in 2014 (the owner of the car drives it to a pick-up point).^[17]

From 2010 to 2014, RelayRides received \$52.5 million in funding from Canaan Partners,^[18] August Capital, Google Ventures,^[19] Shasta Ventures, and Trinity Ventures.^[20]

In November 2015, RelayRides rebranded as Turo; the company claimed this was to reflect the company's shift away from short-term rides^[21] and raised another \$47 million in Series C funding led by Kleiner Perkins Caufield & Byers.^[22] Forbes included it among 14 "hottest on-demand startups" in 2015, with a valuation of \$311 million.^[23] The company announced it would expand to Canada in 2016.^[24] USA Today also listed it among the "best technology to take on a trip,"^[25] and it has also been listed as a "best travel app."^{[26][27]}

International expansion

Turo's first expansion outside the United States was in April 2016, when it launched in three Canadian provinces: Alberta, Ontario, and Quebec.^{[28][29]} The Canadian version is limited to areas where Turo's Canadian insurance partner, Intact Financial, operates.^{[28][30]} A year after introduction to the Canadian market, the app had 130,000 users and 2,800 listed cars.^[30] This was followed by a release in the United Kingdom in December 2016 that was intended for car rentals from small businesses, rather than individual car owners.^[1] According to Business Insider, many peer-to-peer businesses, including Turo, have been focusing more on business participants.^[1] The Canadian province, British Columbia, was added in 2017.^[31]

In September 2017, Turo announced a \$92 million series D funding round led by Daimler AG, Liberty Mutual, and others. Turo also bought Daimler's Germany-based car-sharing service, Croove, as part of the deal.^{[2][32]} Turo officially launched in Germany in January 2018.^[33]

Services

On its website and app for iOS and Android,^[34] Turo offers more than 800 makes and models of vehicles. Owners offer their cars, sometimes including delivery in more than 5,000 cities^[35] across the U.S., Canada, Germany, and the U.K.^{[24][16]}

Unlike traditional car rental services, Turo neither owns the vehicles nor maintains them. Rather, they offer a platform for car owners and renters to connect,^[36] resulting in reduced rental costs as compared to traditional car rental services.^{[3][37]}

People who wish to generate income from their cars while they're not being used can register the cars online to be rented by other Turo members. The car owner states the time and place where the car will be available. A traveler wishing to rent a car reserves a specific time slot for the car online^[38] and pays for the amount of time they signed up for.^[39] Car owners can set their own prices or use Turo's dynamic pricing suggestions, and the company takes 25%.^[40] The travelers pay around 35 percent less on average than a traditional rental company.^[39]

Through Turo's American insurance partner Liberty Mutual,^[41] the Turo service covers vehicles with up to \$1 million of liability insurance to protect car owners against lawsuits for injuries and property damage.^{[24][21]} Cars listed must be 2006^[42] or newer with an odometer reading below 130,000 miles, with some exceptions. All Turo users are screened for trust and safety purposes.^[39]

See also

- Alternatives to car use
- Car rental
- Car Sharing
- Carpooling
- Momo car-sharing European demonstration project on carsharing
- easyCar Club - Company offering a similar service in the UK
- Drivezy - Car Sharing Platform in India

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This page was last edited on 11 May 2018, at 03:00.

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Turo peer-to-peer car rentals expand Canada's sharing economy

It's like AirBnB for car owners. There's money to be made, but what are the pitfalls?

Aaron Saltzman · CBC News · Posted: Apr 19, 2016 9:00 AM ET | Last Updated: April 19, 2016



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\$ **66**

Turo, a new car sharing service, is coming to Canada. It could be poised to disrupt the car rental industry.
(Turo)

Canadians can now rent their personal vehicle to others through a U.S. company that has just launched in this country.

"We're actually the first company to bring the benefits of peer-to-peer car rental to Canada," says Cedric Mathieu, director at Turo Canada.

"It's an entirely new way for you to start making money out of your car."

- **ANALYSIS Regulation would strengthen sharing economy in the long run**

Just how much money is open for debate. Car owners would also have to be comfortable allowing complete strangers to rent their vehicles. And renters would have to be comfortable renting vehicles from private individuals.

But experts say the average lifetime maintenance cost alone for a mid-size vehicle in Canada is around \$10,000.

And Transport Canada says every shared vehicle would take eight cars off the road.

So if the idea catches on — and count Google and General Motors among those who think it will — it has the potential to take millions of vehicles off the road, and significantly disrupt both the car rental business and the auto industry as a whole.

How it works

Turo, based in San Francisco, offers a service that is similar to AirBnB, but for vehicles.

Through Turo's app or on its website, owners can list their vehicles for rent by the day, week or month, earning money from what is often an under-utilized, depreciating asset.

"It's very expensive to own a car these days," says Mathieu.

- **Debate over Airbnb and Uber reveals hypocrisy of 'sharing economy'**

"Especially in Canada where the depreciation of cars is faster than almost anywhere else on the planet, because of the weather, because of the cost of insurance and so on."

"With Turo, you can cover the cost of ownership of your car and you can even turn a profit."

Mathieu says the average Canadian's car is parked more than 90 per cent of the time.

In order to list a car on Turo in Canada, vehicles must be 10 years old or newer, have fewer than 200,000 kilometres on the odometer, and can't be worth more than \$75,000.

Turo, a private company with venture capital from both Google and General Motors, among others, has been operating in the U.S. since 2009.

- **Homeaway refuses to pay for theft in house trashed by vacation renters**

The company says U.S. members who list vehicles on its platform earn an average of \$600 per month.

A check of Turo's website for vehicles available in San Francisco shows many listed for less than \$25 per day. A 2013 Honda Fit, for example, was priced at \$20 per day.

The higher-priced vehicles range from between \$200 and \$400 US per day. (A Mercedes C class is listed at more than \$800 US per day, but that seems an outlier. Owners can set their own price or have Turo's dynamic pricing set the amount).

Of that, Turo takes a 25 per cent fee from the owner (and tacks on a further 10 per cent fee for the renter).

What's in it for the renters?

Turo claims to have several advantages over traditional car rental services, chief among them price.

The company says that, on average, vehicles on its platform cost about 30 per cent less than those from traditional car rental companies.

All payments are made through the app or the website.

Turo also says its members have access to a greater variety of vehicles, as many as 800 makes and models on its platform in North America right now. In that same San Francisco vehicle search, it was possible to rent a Tesla (both a Roadster and a Model S), a Porsche, multiple BMW models, off-road capable Jeeps, and minivans.

- **Rise of Uber forcing Canadian insurance companies to adapt**

Users can also request vehicle delivery to their home. And in more mature markets such as San Francisco, the number of members means it may be possible to rent a vehicle from someone within a few blocks of home.

Turo says it has members in more than 2,500 U.S. cities.

What about insurance?

Renters can purchase insurance from Turo when they rent a vehicle, much the same way they would from a standard car rental company.

Turo says most credit cards that would normally cover the cost of rental car insurance don't work with Turo, because they "don't consider Turo a rental company."

But the company says Canadians listing their vehicles are covered for the full value of their vehicle along with \$2-million liability coverage.

That insurance may not cover all eventualities, however.

In 2012, when the company was still operating as RelayRides, the New York Times reported a renter crashed a car into another vehicle, killing the renter and seriously injuring four people in the other vehicle.

The newspaper reported the claims in that case could exceed the insurance provided by Turo/RelayRides, putting the owner of the vehicle at risk.

- Uber and Intact partner for Canada's first ridesharing insurance policy

Most insurance policies in Canada won't cover personal vehicles that are used for commercial purposes such as peer-to-peer rentals.

Currently in Canada, only one company, Intact Financial Corporation, allows its policy holders to operate this way. So in this country, only owners with insurance through Intact Insurance and its subsidiary, Belair Direct, are eligible to list their vehicles on Turo.

That's one reason why, at launch, the company is operating only in Alberta, Ontario and Quebec.

Safety a key

Turo says it has safeguards in place to ensure that people you rent your car to are, in fact, who they say they are.

"We are vetting every member on the Turo marketplace by verifying their identity, by evaluating their risk, and by actually making them eligible to become a member on Turo," Mathieu said.

"Our promise to you is that as soon as you join the Turo community, you're in a safe environment."

But last year, a Turo member blogged that his vehicle was stolen by a renter using fake credit cards and a fake driver's licence. He wrote that the car was eventually recovered and Turo covered all the damages.

Turo won't reveal exactly what's involved in the vetting process or what sort of security measures it takes, for proprietary reasons.

Just the beginning

Turo is one of several similar services operating in the U.S. At least one — Getaround — says on its website that it will also be coming to Canada soon.

Those who track the sharing economy say more will follow.

"We expect that there will be different ways of car sharing, ride sharing, car pooling, where more and more people will not just drive their own car but will share cars. And there's definitely a lot of benefit in that in terms of lower congestion, lower carbon emissions, and people having lower costs of maintenance," says Joeri van den Steenhoven, director of Mars Solutions lab, which recently released a report on the sharing economy.

"But, of course, we need to ensure that it's done in a way that is legal and that, for instance, liability and insurance are being properly implemented."

QUARTZ

FREE ENTERPRISE

Startups like Uber decimated taxi companies. Rental cars are next

Alison Griswold May 10, 2018



📷 The old-fashioned way to rent a car. (AP Photo/Tony Gutierrez)

For Father's Day this year, Brett Porter is hoping for a Ferrari.

Not to own—though that would be nice—but to drive around for a day. Last year, his kids celebrated by renting him a silver 2009 Mercedes Benz SL63. They picked it up near his home in Redondo Beach, California, then drove to the Concours

✉ Sinkholes. All this and more in today's Daily Brief.



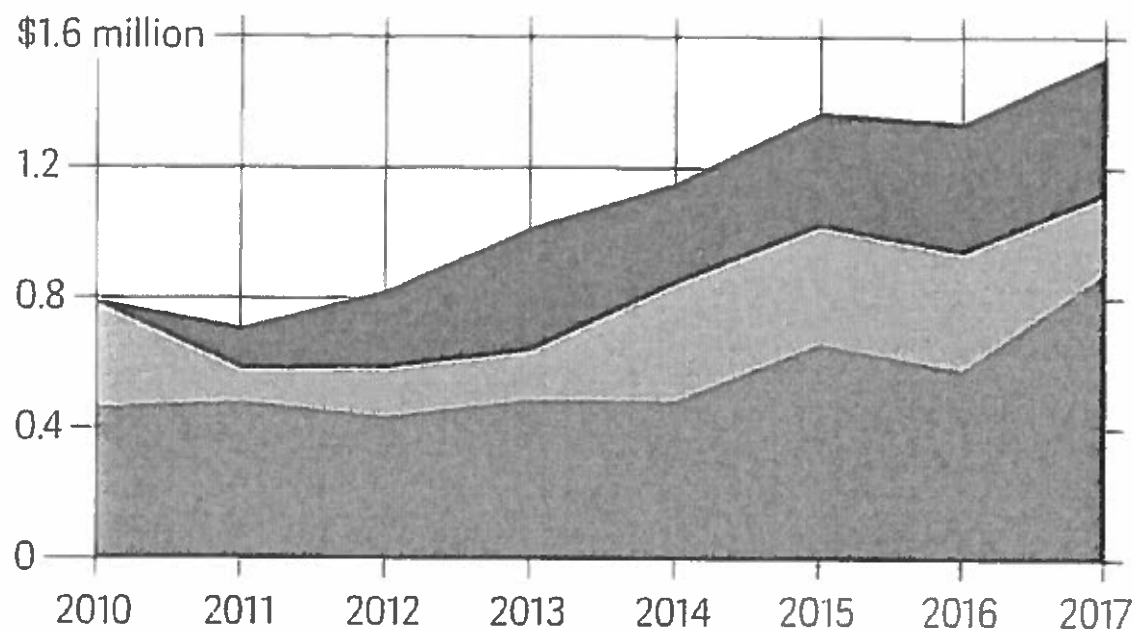
Francisco-based startup that lets private car owners rent out their vehicles, for about \$250.

“It was a fun day, for sure,” Porter, 57, said. “I’m expecting it for my Father’s Day every year now. I’m going to give them a hard time when I don’t see a Ferrari in my driveway.”

Porter could get his wish—there are several Ferraris available for rent on Turo in greater Los Angeles—unless Enterprise Rent-A-Car has something to say about it. Enterprise has backed legislation in at least half a dozen US states that would define the new “car-sharing” startups as rental car companies and subject them to a long list of rules and regulations, a campaign that Turo says could put it out of business.

No company is better poised to quash Turo than Enterprise, which is every bit the Goliath to Turo’s David. Enterprise has been America’s biggest car rental company since 1996, consolidating the industry with its 2007 purchase of brands National and Alamo. Enterprise Holdings Inc., the parent of Enterprise Rent-A-Car, did \$22 billion in revenue last year, has a fleet of nearly 2 million cars and trucks, and commands 38% of the rental business at US airports. In 2017, Enterprise spent \$880,000 on federal lobbying, according to data from the Center for Responsive Politics, more than rival rental firms Hertz and Avis spent combined.

✉ Sinkholes. All this and more in today's Daily Brief.



△ T L △ S Data: Center for Responsive Politics/OpenSecrets

Share

Turo, founded in 2009, has raised \$216 million from investors including German automaker Daimler and global insurer Liberty Mutual. It typically takes a 20% cut from people renting out their cars, and provides insurance for owners and renters through Liberty Mutual. As of April, Turo said it had 230,000 vehicles listed on its platform in four countries, and it recently partnered with boutique rental car companies on a major international expansion.

Enterprise quietly became the largest US rental company using cheap offices, an army of young, energetic employees, and chummy relationships with people in the auto industry. The company understood that recommendations from mechanics and service managers were extremely valuable, and it would have pizza and doughnuts delivered to garages to keep those workers happy. Enterprise aimed to be not just an airport car rental operation but the go-to spare car for American families.

Today, of course, the landscape has changed. You don't need rental car advice from an auto mechanic when you can survey the options on Google or Yelp. If the family

Exhibit 7

☑ Sinkholes. All this and more in today's Daily Brief.



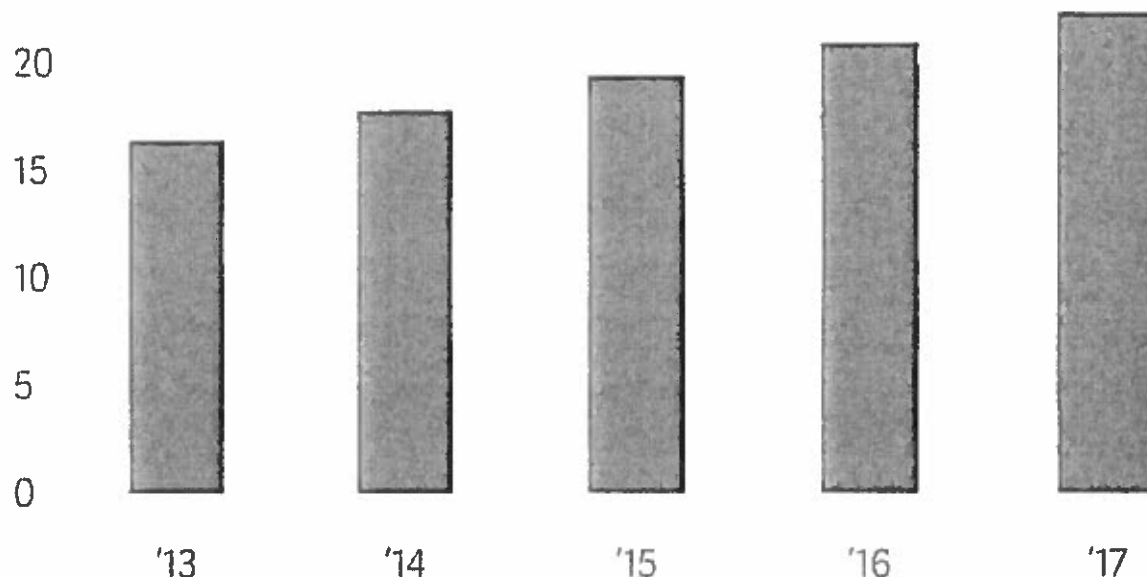
anyone with a car and a smartphone can list the vehicle in seconds on a platform like Turo's.

Users on Turo book rentals, chat with car owners, arrange pickup and drop-off spots, and make payments directly through the app. The sell to owners is that they can make a quick buck by renting out a car they already own, or use the platform to help finance their purchase of a new vehicle. To customers, Turo promises a better rental selection and a process that is cheap, transparent, and free of airport counter lines and haggling agents.

Much as taxis clung to laws to oppose Uber, Enterprise has tried to stave off the tech threat through legislation. But it's fighting more than Silicon Valley. Enterprise is widely loathed by its own customers, who complain of high fees, slow rental counters, and rude employees; it has a dismal average rating of 1.5 stars on Consumer Affairs over the last year, with 349 one-star reviews. Consumer values have also changed: People are thinking about their carbon footprints, and more willing to share assets for the good of their communities and the planet. Owning a car, once an American rite of passage, is no longer an inevitability.

"We know what happened with the taxi industry," said Arun Kumar, a director in the automotive practice at consulting firm AlixPartners. "There's no other industry that's under attack as much as the rental car industry is today."

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△ T L △ S Data: Enterprise Holdings

Share

Enterprise has pursued a two-pronged legislative strategy in the US: backing new bills to regulate car-sharing companies and supporting amendments to existing legislation that would define startups like Turo as rental car companies. The core of Enterprise's argument is that a company that helps consumers rent cars should be treated like any other rental car company—regardless of whether the vehicles are owned by a corporation or a bunch of strangers on the internet.

Laura Bryant, an Enterprise spokesperson, said in an email that the company had supported legislation around private vehicle rentals in many states. "Obviously, this is not just about Turo, but actually about promoting consumer safety and transparency," she said. "Ideally, the car rental industry will see this kind of legislation passed in all 50 states so that emerging technologies are not inadvertently overlooked and consumers are not left unprotected in the future."

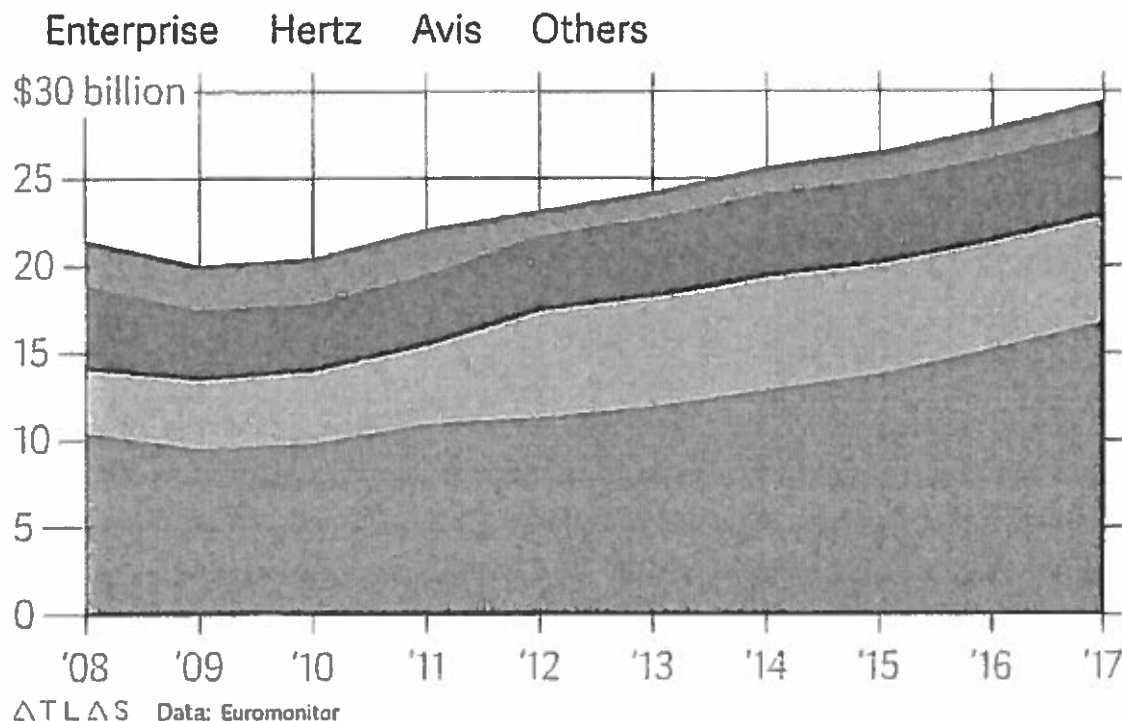
Turo is sensitive about being called a rental car company. Much as Uber claims not to be a taxi service but a platform connecting people who need a ride with people willing to provide one, Turo considers itself a car-sharing company or marketplace.

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Rental Association, a trade group whose members include Enterprise, has argued the startups “should be regulated just like every other duck in the competitive ‘pond.’”

Who owns the North American rental car market



Share

The distinction matters because rental car companies have to follow specific rules and pay taxes that Turo currently doesn't. Turo, for instance, doesn't charge sales tax on any of its transactions. Rental companies are also held to high safety standards; for example, they typically can't rent out cars that are part of an open safety recall. Enterprise and the American Car Rental Association say having rental car companies and car-sharing startups follow the same rules is only fair, and good for consumer safety.

Turo believes they have ulterior motives. “They watched what happened with Uber and the taxi industry, and Airbnb and the hotel industry, and they're really afraid of their own survival,” Michelle Fang, Turo's general counsel, said of Enterprise.

Exhibit 7

✉ Sinkholes. All this and more in today's Daily Brief.



In Idaho, Indiana, Maine, and New Hampshire, Enterprise has backed bills that would require car-sharing companies to collect sales or accommodations tax on personal vehicle rentals. In California, Enterprise has pushed legislation that would force car-sharing companies to take responsibility for any safety recalls that affect cars on their platforms. In New York, where Turo doesn't operate because of insurance requirements and its attempts to pass state rules that are friendlier to car-sharing have repeatedly failed, the startup claims Enterprise and Hertz are to blame.

Turo alleges Enterprise has taken even more aggressive steps to crush its business. In San Francisco, Turo says Enterprise has urged the city forward with a lawsuit over Turo's airport operations. Turo doesn't have a permit to operate at San Francisco International Airport or pay facility fees like on-site rental car companies do, but its vehicle owners will sometimes meet customers at or near the airport to drop off the car. John Coté, a spokesman for city attorney Dennis Herrera, said in an email that Turo's theory that Enterprise is "puppeteering" the lawsuit "is simply a fiction."

Enterprise has also warned states that a shrinking rental car business could hurt the revenue they gain through specific rental car taxes. "The rental car market is still growing, to say there's been some big drop in anybody's business, I don't think we've seen that yet," Tomi Gerber, Enterprise's assistant vice president of corporate government and public affairs, said at a hearing before the Maryland senate finance committee in November 2017. "But I think we've certainly recognized that these private vehicle rental companies are growing. And so if we do nothing, I think eventually states and cities will see revenue disruption."

Car-sharing is just the latest threat Enterprise is eyeing from changes in the transportation industry. A year or two ago, as many states were considering bills to

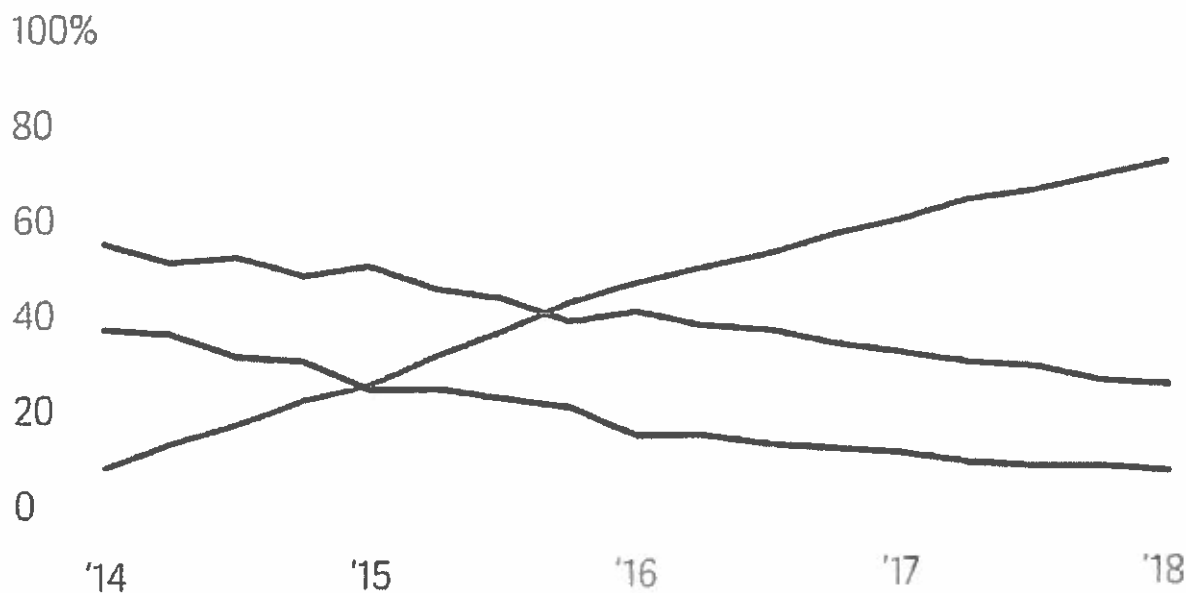
☑ Sinkholes. All this and more in today's Daily Brief.



person familiar with the negotiations said. Vanpool is a long-distance commuting service Enterprise offers for trips that average 50 miles or more. Bryant said Enterprise has worked “to provide greater clarity concerning genuine ride-sharing services.”

Ground transportation market share for business travel

■ Rental car ■ Ride-hailing ■ Taxi



ATLAS Data: Certify analysis of millions of receipts and expense reports.

Share

Enterprise is hardly hurting. Enterprise Holdings reported \$22.3 billion in global revenue in the 2017 fiscal year, up 7% from the previous year. That same year, Enterprise Rent-A-Car had more than 7,700 locations around the world and claimed 90% of the US population lived within 15 miles of an Enterprise office. From 2016 to 2017, Enterprise's share of the North American rental car market grew to 57%, while the shares held by Hertz and Avis Budget Group shrunk, according to data from market research firm Euromonitor.

But cracks in the business are starting to show. The share of ground transportation captured by both rental cars and taxis has declined precipitously among business

Exhibit 7

✉ Sinkholes. All this and more in today's Daily Brief.

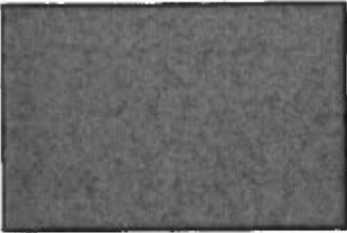


San Francisco-based car-sharing startup Getaround in April for a new in-app car rental service, Uber Rent. The pie is still growing, but a lot more companies want a piece, including traditional automakers.

Twenty-plus years atop an industry could make anyone complacent, and the rental car business hasn't needed to innovate in a long time. Enterprise is no longer the company that delivered free pizzas to garages and won the hearts of American families with the promise of "we'll pick you up!" The players delivering today's proverbial pizzas are the car-sharing startups, with their slick mobile apps and access to Ferraris. Enterprise knows better than anyone how far a little spunk and ingenuity goes. Small wonder that it's scared.

Steinberg, Stacy K (LAW)

From: Peloso, Christopher D (LAW)
Sent: Friday, March 16, 2018 11:43 AM
To: Steinberg, Stacy K (LAW)
Subject: FW: Petition to Enforce Administrative Subpoena



From: Peloso, Christopher D (LAW)
Sent: Thursday, March 15, 2018 5:06 PM
To: 'Michelle Fang'
Subject: RE: Petition to Enforce Administrative Subpoena

Michelle,

I've spoken to my clients at Department of Revenue, and this offer won't work for us. It would result in selective enforcement of our tax laws. Whatever your position is regarding tax liability, you'll have to agree that it should apply equally to all taxpayers. Therefore we will require the complete list of names of everyone who is liable to pay the tax.

Regarding the jurisdictional issue, as I said, it would be a simple matter for me to domesticate the subpoena in California (coincidentally I'm already barred there), so if it would make things more simple, I'm happy to do that just to take the jurisdictional argument off the table.

Regarding your substantive argument. I think that you are jumping the gun on the procedure. Alaska has a robust appeals system to challenge tax assessments. But the process is for Dept. of Revenue to assess a tax, and then for the taxpayer to ask for a formal or informal appeal. It's at that stage that the question of whether the vehicle rental tax has been properly applied will be decided. I know of no case law in any jurisdiction that would allow someone to refuse to answer a subpoena because they unilaterally believe that it could result in the underlying statute being misapplied. If you have some authority for your position, I'd love to see it.

There is precedence for companies like yours to supply tax information. For example, here's how AirBnB deals with local hotel tax assessments:

<https://www.airbnb.com/help/article/654/what-is-occupancy-tax--do-i-need-to-collect-or-pay-it>

I continue to hope that we can reach a mutually agreeable solution that doesn't result in litigation costs for either Turo or the State of Alaska.

Christopher D. Peloso
Assistant Attorney General
Commercial Section
(907) 465-6725

From: Michelle Fang [<mailto:michelle@turo.com>]
Sent: Wednesday, March 14, 2018 2:45 PM

To: Peloso, Christopher D (LAW)
Subject: Re: Petition to Enforce Administrative Subpoena

Mr. Peloso,

Thank you for sending me a courtesy email.

Please note our address has changed to Turo Inc., 116 N. Montgomery Street, 7th Floor, San Francisco, CA 94105.

My CEO is determined to fight this matter on both substantive grounds as well as jurisdictional/nexus grounds. That said, I have impressed upon him that the trouble of dealing with this may exceed the cost. We would be willing to compromise and email Turo hosts who in 2017 or 2018 earned in excess of \$9999 in the state of Alaska on behalf of the Dept of Revenue and relay your message. This would entail us emailing less than 10 users. The overwhelming majority of our car sharing hosts in Alaska earned less than they would at a neighborhood garage sale and we do not believe these residents looking to help with modest expenses by peer to peer car sharing can or should be treated by Alaska as rental car companies. Nor do we believe even those hosts earning \$10,000 or more through car sharing should be treated as a rental car company. At best they are using the money to help offset the cost of their car payment. Please let me know if you are agreeable to this compromise.

Regards,
Michelle

On Mar 8, 2018, at 1:45 PM, Peloso, Christopher D (LAW) <chris.peloso@alaska.gov> wrote:

Michelle,

I had this sent to you today by mail, but just to give you a heads up, we filed a Petition to Enforce Administrative Subpoena in Alaska Superior Court.

If necessary, I am prepared to file a Subpoena for Production of Business Records in Action Pending Outside California (SUBP-35) in a California court to domesticate the subpoena, but I'd prefer not to have to do that.

Christopher D. Peloso
Assistant Attorney General
Commercial Section
(907) 465-6725

<Exh A Signed Turo Subpoena.pdf><Exh B Response to Alaska Revenue Request for Information from Turo.pdf><Exh C Response to Alaska Revenue Request for Information from Turo.pdf><Petition to Enforce Administrative Subpoena.pdf>



Michelle Fang
General Counsel

michelle@turo.com | turo.com |
667 Mission Street 4th Floor San Francisco CA 94105

ANC — Ted Stevens Anchorage International Airport, Anchorage, AK

May 25, 2018 10:00 AM - Jun 1, 2018 10:00 AM

Map

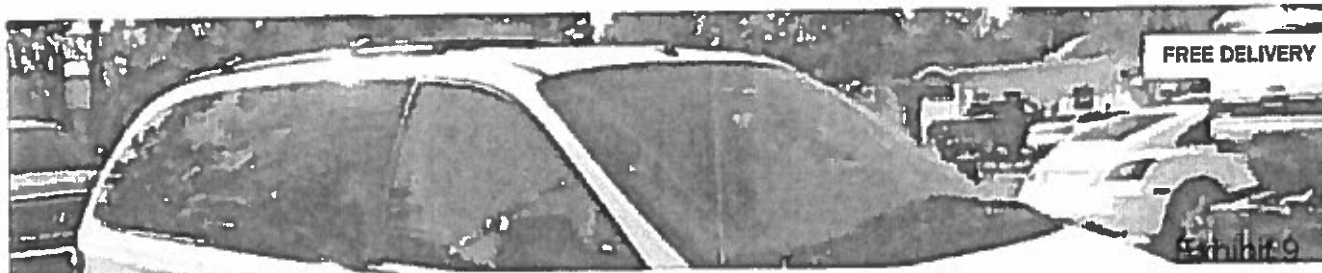
Filters

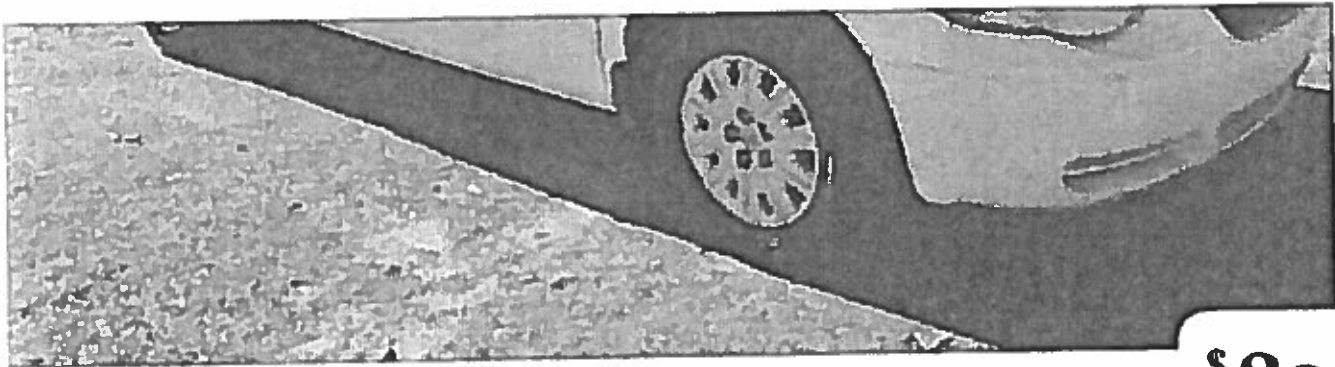
SKIP THE RENTAL COUNTER

35 cars available at ANC — Ted Stevens Anchorage International Airport, Anchorage, AK

**HYUNDAI SANTA FE 2011**

1 trip

\$38
per day



CHRYSLER TOWN AND COUNTRY 2006

No trips yet

\$ 89
per day

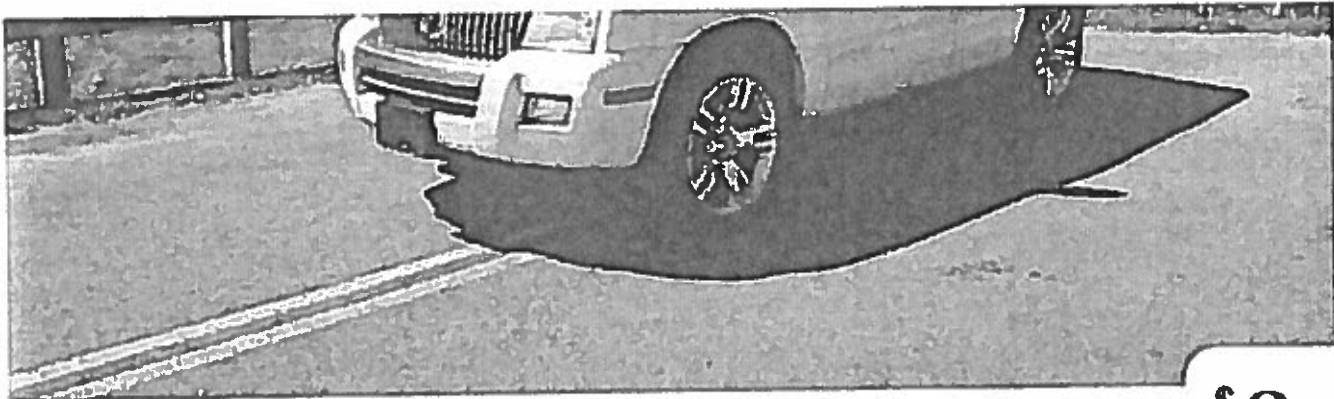


CHEVROLET TAHOE 2007

No trips yet

\$ 94
per day





MERCURY MOUNTAINEER 2008

No trips yet

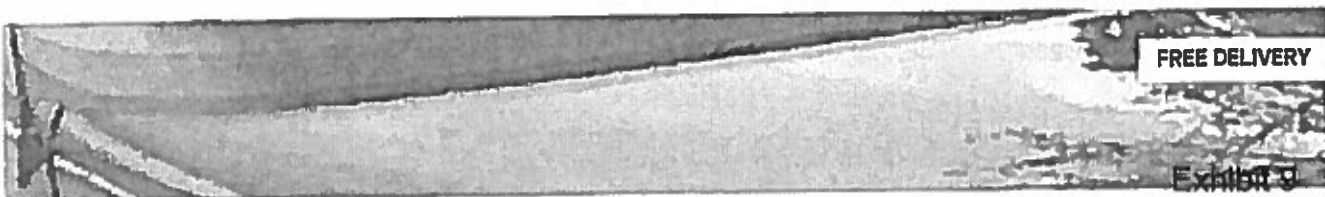
\$83
per day

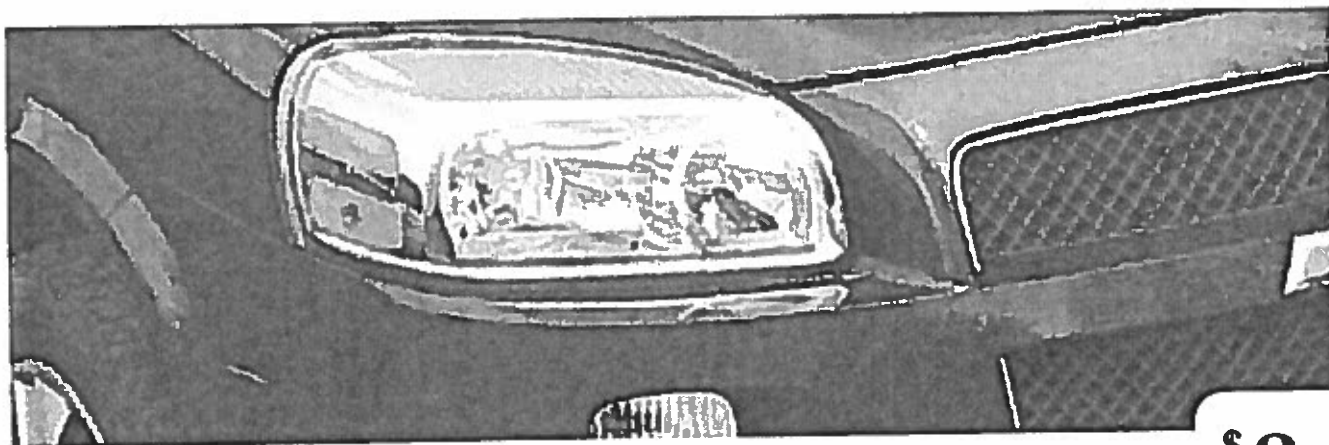


FORD F-150 2007

No trips yet

\$104
per day





CHEVROLET UPLANDER 2008

No trips yet

\$81
per day



FORD FUSION 2010

3 trips

\$63
per day





NISSAN ALTIMA 2009

1 trip

\$65
per day



BOOK INSTANTLY

BUSINESS CLASS

MERCEDES-BENZ C-CLASS 2015

6 trips

\$89
per day



BOOK INSTANTLY



SUBARU OUTBACK 2011

4 trips

\$43
per day



DODGE AVENGER 2011

No trips yet

\$58
per day

Exhibit 9



DODGE DURANGO 2006
21 trips

\$ 119
per day

Anchorage, AK

May 25, 2018 10:00 AM - Jun 1, 2018 10:00 AM

Map

Filters



JEEP LIBERTY 2009

New listing 12 mi

\$76
per day



BOOK INSTANTLY

FREE DELIVERY

Exhibit 9



DODGE DURANGO 2006

21 trips

12 mi

\$ 119
per day

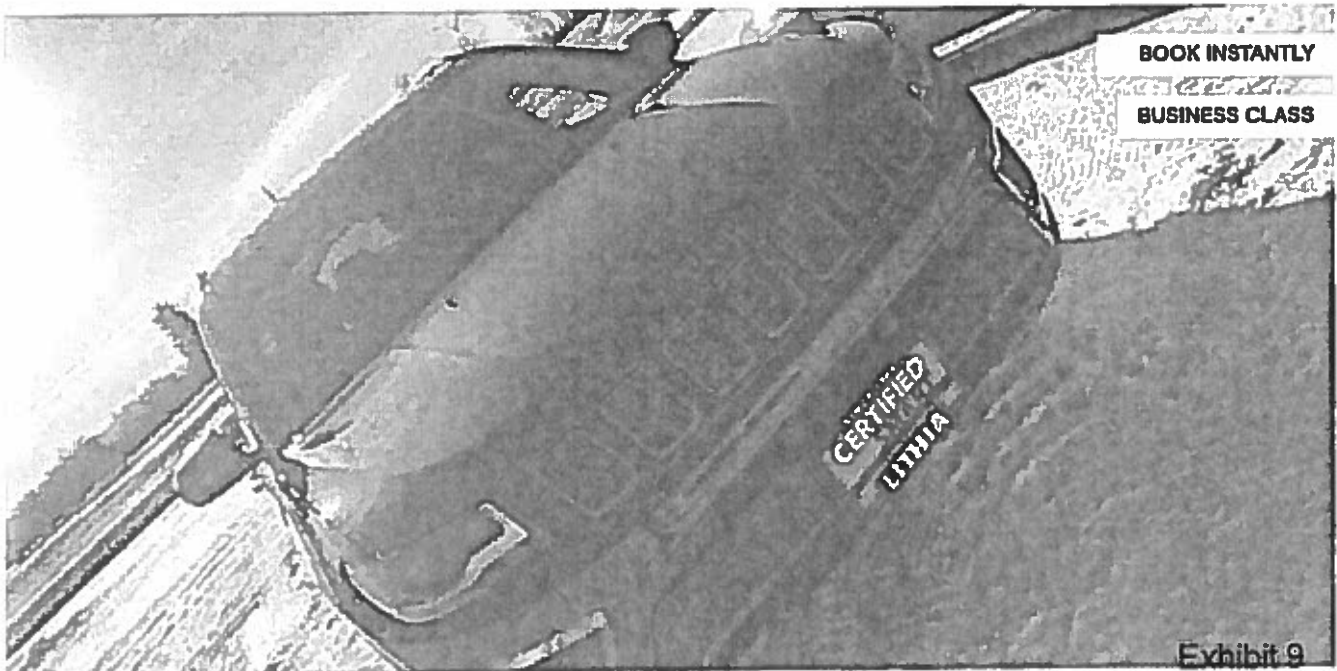
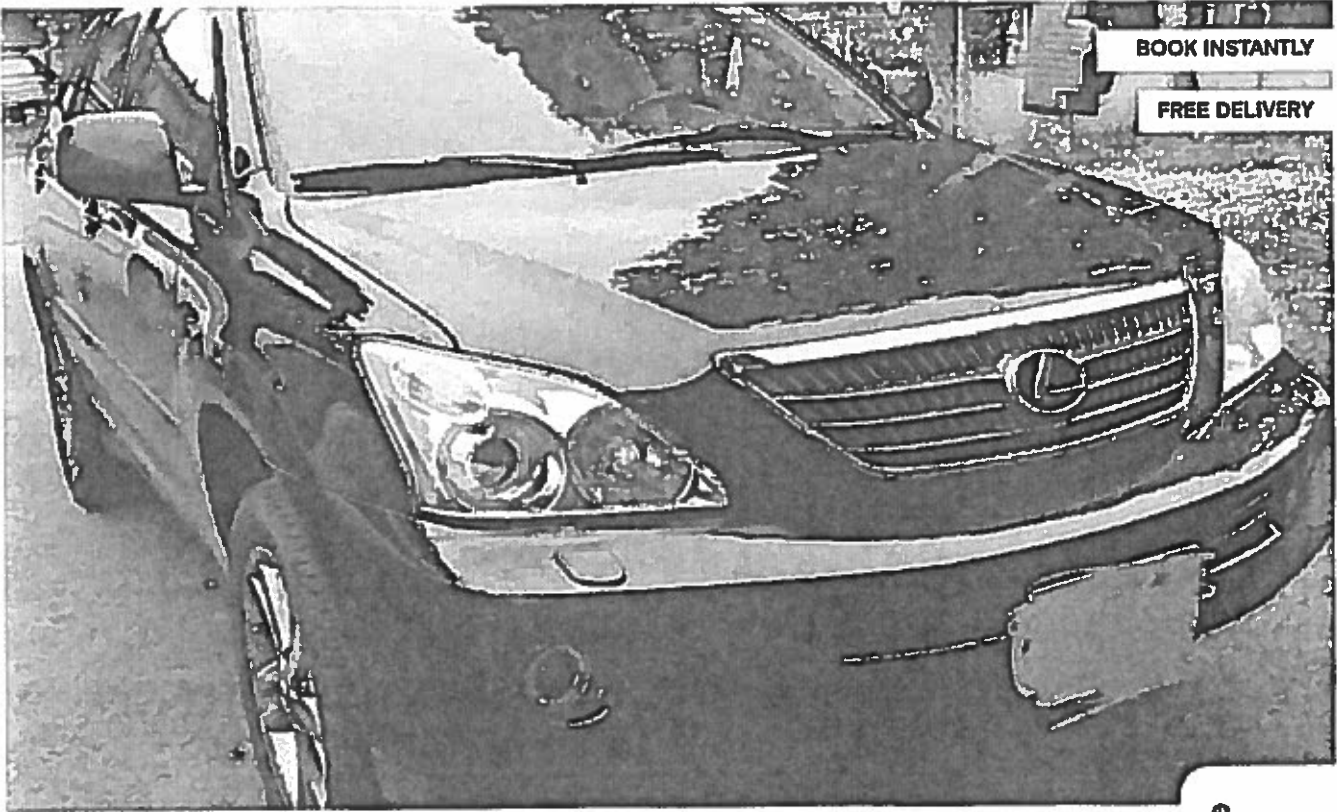


Exhibit 9

3 trips

14 ml

per day



BOOK INSTANTLY

FREE DELIVERY

LEXUS RX 400H 2006

3 trips

16 ml

\$59
per day



BOOK INSTANTLY

Exhibit 9

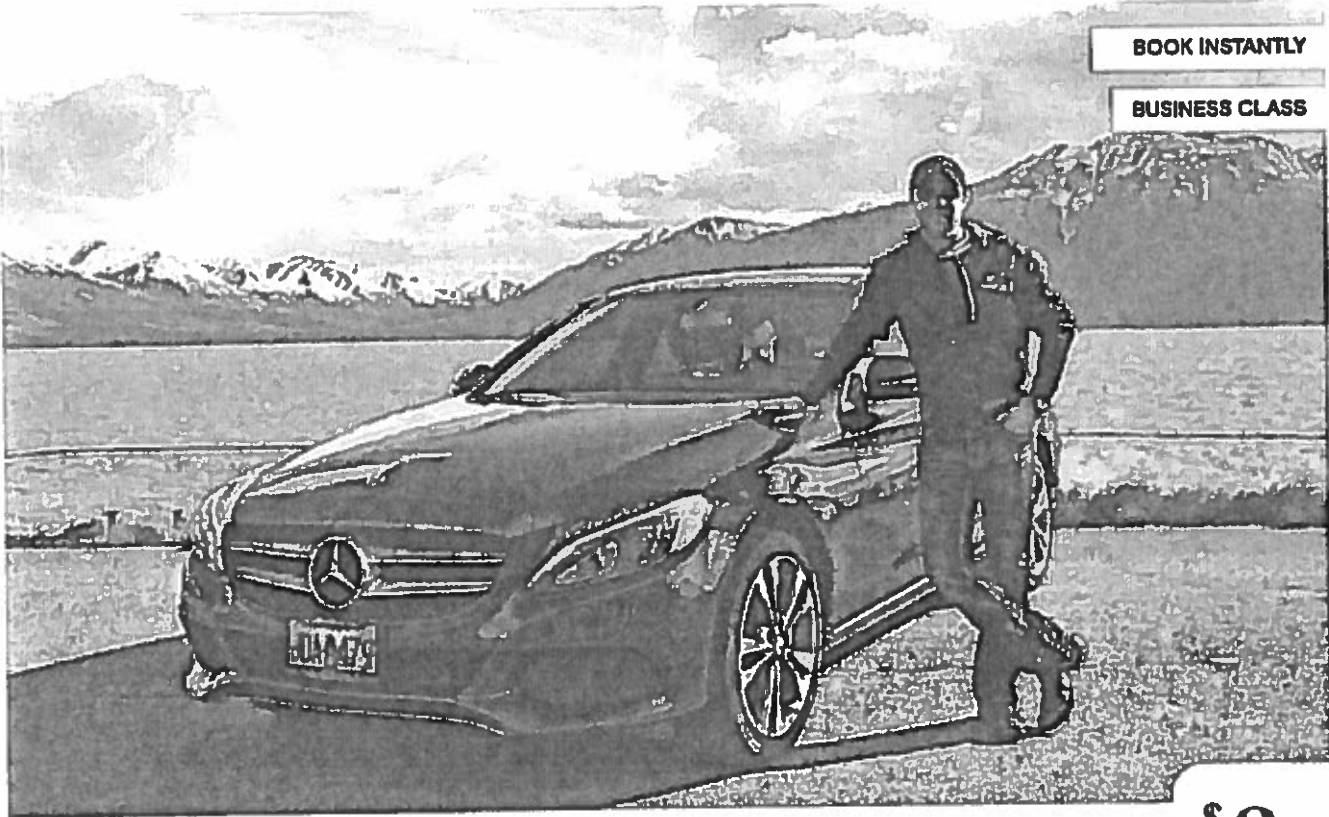
MINI CLUBMAN 2017

New listing 16 mi

\$48
per day

BOOK INSTANTLY

BUSINESS CLASS



MERCEDES-BENZ C-CLASS 2015

6 trips

17 mi

\$89
per day

BOOK INSTANTLY

FREE DELIVERY



HONDA ODYSSEY 2013

7 trips

16 mi

\$109
per day



BOOK INSTANTLY

FREE DELIVERY

ACURA MDX 2010

1 trip

16 mi

\$95
per day



BOOK INSTANTLY

FREE DELIVERY

SUBARU OUTBACK 2011

4 trips

15 mi

\$ **43**
per day

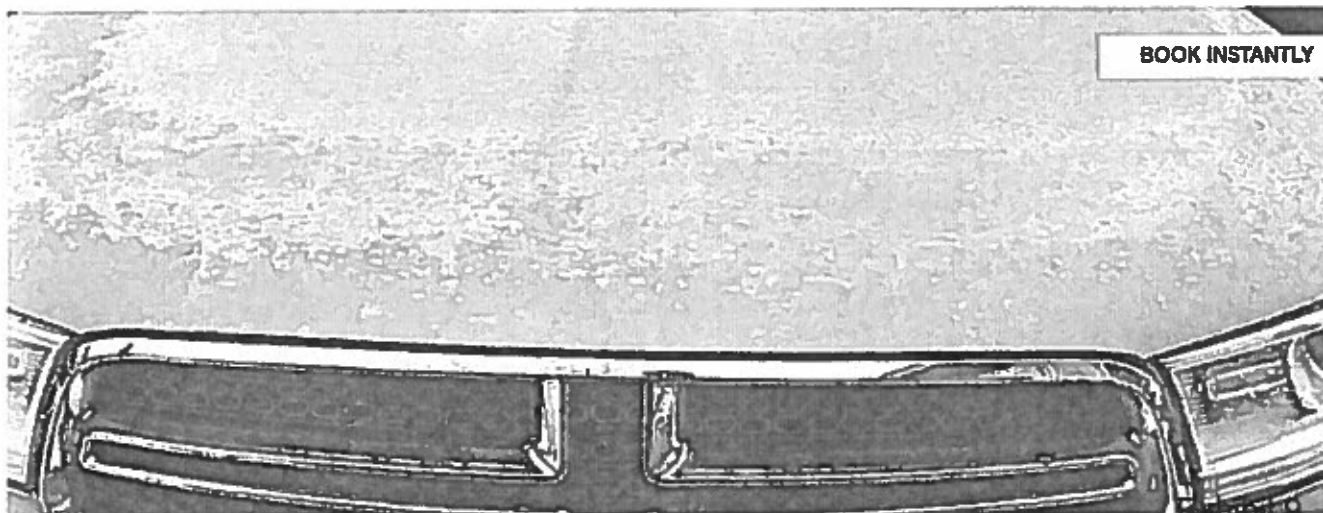


BOOK INSTANTLY

DODGE GRAND CARAVAN 2016

New listing 16 mi

\$ **58**
per day



BOOK INSTANTLY



DODGE DURANGO 2014

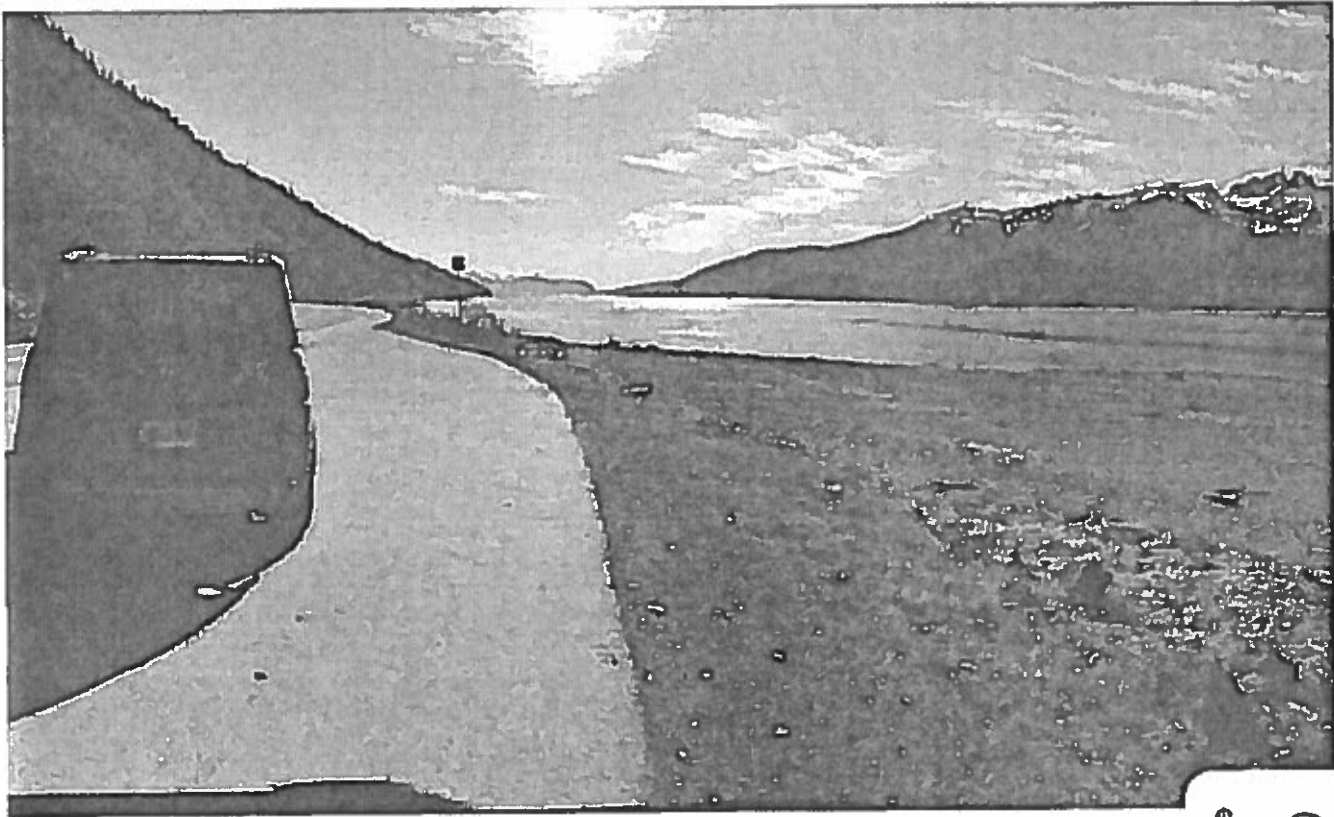
No trips yet 16 mi

\$ 89
per day

JNU — Juneau International Airport, Juneau, AK
May 28, 2018 10:00 AM - May 29, 2018 8:00 PM

Map **Filters**
SKIP THE RENTAL COMPANY

3 cars available at JNU — Juneau International Airport, Juneau, AK



HONDA ELEMENT 2005
17 trips

\$58
per day

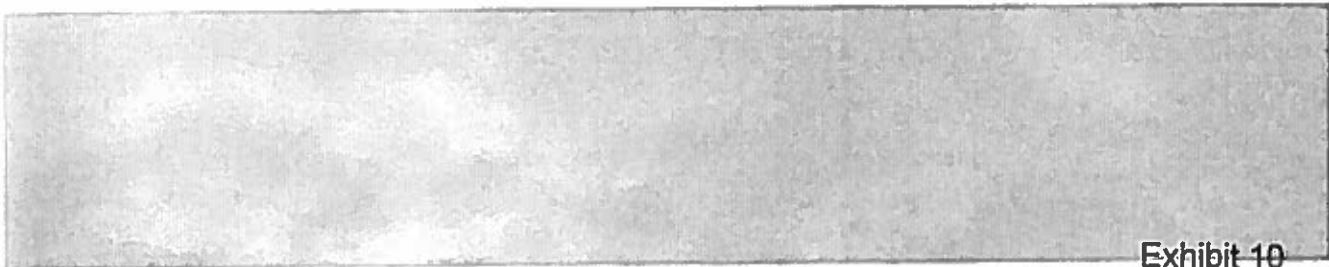
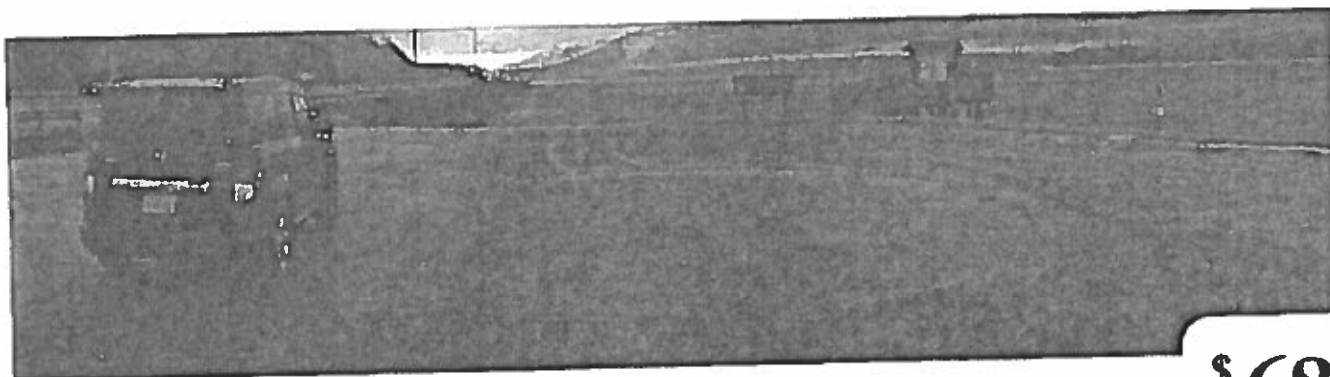


Exhibit 10



HONDA ELEMENT 2009

12 trips

\$ 68
per day



DODGE GRAND CARAVAN 2017

No trips yet

\$ 75
per day

No more cars available

Try changing your filters, adjusting your dates, or exploring the map

Change filters

ANCHORAGE DAILY NEWS

Travel

\$10,000 is summer bonus as Alaskans rent out cars and RVs over the internet

✍ Author: Alex DeMarban ⓘ Updated: August 7, 2017 📅 Published August 6, 2017

Alaskans who have found a bright spot in a troubled economy say they're making easy side money using an internet service to rent out their unused cars and RVs to tourists.

The digital entrepreneurs essentially run a miniature car-rental service out of their homes, completing transactions by smartphone or laptop and often handing keys and cars to arriving travelers at the airport.

They say they're not worried about vehicle theft or damage. Websites such as Outdoorsy and Turo take a healthy cut from each payment to offer sizable insurance packages and conduct driver background checks.

"I haven't seen any drawbacks so far, but I've only just started doing this," Anchorage land surveyor Tom Dreyer said in a recent interview.

This summer, when he couldn't use his Roadtrek motor home for a couple of months, he decided to list it on Outdoorsy, a website for RVs. It's built on an extended Chevy van frame with windows in the roof, a private bathroom, granite counters, a television and sleeping room for two; he posted it at \$200 nightly or \$5,600 monthly.

"It rented for a month and half straight," he said.

So he started offering his extra car, a 2015 Audi convertible, for \$170 daily on Turo, a rental website for cars, trucks and vans. Clients like that one for weekends, he said.

The process is effortless, said Dreyer. Renters pay the online companies after they book his car. His portion of the rate, about 75 percent, shows up in his bank account.

He expects to pocket about \$10,000 extra this summer because of the rentals. The "super popular" motor home is doing most of the work, with road-trippers reserving it for long stretches.

The extra money comes during tough economic times in Alaska, home to the nation's highest unemployment rate at 6.8 percent in June.

Tourism remains a bright spot in that economic bad news. It reached record levels in summer 2016, when more than 1.8 million people visited the state. It was 4 percent above 2015, thanks in large part to travelers arriving by plane, according to the Alaska Travel Industry Association.

Turo — available in the United Kingdom, Canada and the United States — is growing rapidly in Alaska and elsewhere, said Christin Di Scipio, communications coordinator for the San Francisco-based company.

Turo customers like the rates — typically 30 percent below a car rental company's, she said.

The company seems to be doing steady business in Anchorage. In September, about 90 vehicles were available, including a 2007 Ford Focus that was the cheapest, at \$28 a day, the website showed Thursday.

The Subaru Outback is the most booked car in Anchorage, Di Scipio said. Next comes the Subaru Impreza, then Ford Focus. Travelers to Alaska often search for all-wheel-drive vehicles, she said.

While traditional rental cars are usually current-year models, Turo cars can be older.

Gesine Jacobs, an Anchorage school bus dispatcher who rents out cars at Turo.com, said business has grown steadily since she first tried the website last summer.

She joined after her 16-year-old son proved to be a reluctant driver. That left a blue Jeep Liberty idle, so she listed it on Turo.

"I thought it'd be rented out a few times, and all of a sudden it was rented out all summer," she said. "I was totally flabbergasted."

This summer is even busier. By March, the 2007 Liberty and a 2008 black Chrysler PT Cruiser were reserved most of the season by multiple travelers. Jacobs makes sure to keep a few days open for oil changes and other maintenance.

She's not surprised Turo is popular.

"At Hertz, you might spend \$100 or \$150 in July," she said. "Or you can rent the PT Cruiser for \$40."

On Thursday afternoon, Jacobs got a ride from her son to meet a customer at the airport who was dropping off the PT Cruiser. The customer was Kyle Settles, who would be heading back to Sand Point near the Alaska Peninsula.

At the curb near the departure gates, he rapidly unloaded bags, totes and a meowing cat in a crate.

"I promise it didn't puke in the car," Settles told her as he handed back the keys.

Jacobs quickly inspected the car with a checklist in hand.

"It was great," Settles said of the rental.

Jacobs found no new dents and scratches, and the right amount of gas in the tank.

She said she's rented cars to about 50 people and it's almost always a great experience.

"I often get it back cleaner than when I gave it, if that's possible," she said.

One traveler crashed the Jeep Liberty into a parking lot pole, causing about \$1,000 in damage. Turo compensated her, she said.

Not trying to make a lot of money, she offers economy prices for older but mechanically sound cars in decent shape. She figures she'll pocket about \$4,000 from renting on Turo this summer after paying the company, taxes and car maintenance costs.

Jacobs also rents an RV over the internet, including on Craigslist and Outdoorsy. She expects to make about \$2,000 from that this summer.

Settles seemed pleased. In a user review on Turo, he posted:

"Gesine is a turo star! The car was super clean, quite roomy, (great for luggage) and smooth. She is an excellent communicator and I wouldn't hesitate to rent with her in the future!"

About this Author

Alex DeMarban

Alex DeMarban is a longtime Alaska journalist who covers the oil and gas industries and general assignments for ADN. Reach him at 907-257-4317 or alex@adn.com.

Comments

**STATE OF ALASKA
DEPARTMENT OF REVENUE**

ADMINISTRATIVE SUBPOENA DUCES TECUM

In the matter of the tax liability of

Turo, Inc.

PERIODS(S): 2009 - 2017

THE ALASKA COMMISSIONER OF REVENUE

TO: Turo, Inc.

AT: Michelle Peacock
VP, Head of Government Relations
Turo, Inc.
667 Mission St. Fl. 4
San Francisco, CA 94105

ALSO AT: ler@turo.com

GREETING:

Pursuant to AS 43.05.040, you are commanded to produce the following documents:

1. ALL RECORDS RELATED TO VEHICLE RENTAL ACTIVITY IN ALASKA IN THE YEARS 2009 TO 2017, including all attachments, documents incorporated by reference, and amendments.

The original or legible copies of these documents must be delivered on or before 4:30pm on January 16, 2018 in person or via mail and electronic mail to:

**Jonathan Page
Department of Revenue
Tax Division
550 W. 7th Avenue, Suite 500
Anchorage, Alaska 99501
Email: jonathan.page@alaska.gov**

Failure to comply with this subpoena may render you liable to proceedings in the Superior Court of the State of Alaska to enforce obedience to the requirements of this subpoena. The Alaska Department of Law on behalf of the Department of Revenue may seek a court order pursuant to Alaska Rule of Civil Procedure AS 43.05.040 directing you to show cause why you should not be held in contempt of court for failure to comply with this subpoena. If you have any questions concerning this subpoena, you or your attorney may contact Assistant Attorney General Chris Peloso at (907) 465-6725.

Issued under authority of Alaska Statutes Sections 43.05.040.

this 14 day of December, 2017

ATTEST COPY

SHELDON FISHER, COMMISSIONER

By: 

Brandon Spanos
Deputy Director
Tax Division
Department of Revenue

From: Michelle Fang
To: Page, Jonathan C (DOR)
Cc: Michelle Peacock
Subject: Response to Alaska Revenue Request for Information from Turo
Date: Wednesday, January 3, 2018 10:31:33 AM

Dear Mr. Page,

Thank you for reaching out. I am in receipt of your email to Michelle Peacock requesting voluminous records about Turo transactions from 2009-2017. As a preliminary matter, this purported "subpoena" was not properly served, nor is Turo subject to personal jurisdiction in the state of Alaska. Even if the threshold matters of jurisdiction and service were satisfied, the request is overly broad, unduly burdensome, irrelevant, would have provided inadequate time for response, and suffers from numerous other legal deficiencies not the least of which, as I believe you are aware, Turo is a peer to peer car sharing platform, not a rental car service.

That said, as a courtesy and a showing of good faith, Turo is willing to provide some high level information about our customer's activities in Alaska in an effort to demonstrate that a protracted legal dispute about this matter is not in the best interests of the state of Alaska. Turo is by no means waiving any of its rights or defenses by voluntarily providing this information.

From 2009 to the present, approximately 200 total vehicle owners have listed their car for sharing on Turo in the state of Alaska. During the last eight years, more than half of those owners have been paid less than \$1000 in aggregate, sharing their personal vehicles with locals and travelers. Fewer than 10 vehicle owners have been paid over \$9000 in total during the last eight years. As you can see, Turo is a platform that vehicle owners can use to help offset the high cost of car ownership by sharing their personal vehicles from time to time. Alaskans are not using Turo as a rental car service and cannot and should not be subjected to rental car taxes. We believe that personal income taxes are the appropriate method for Alaskan residents to report their occasional car sharing income to the state of Alaska. To that end, Turo issues 1099-Ks to owners who meet the requisite thresholds. I sincerely hope our voluntary disclosure suffices to put this matter to rest, at least for the time being. Very best regards to you for a happy new year.

Michelle Fang
General Counsel
Turo Inc.

BLACK'S LAW DICTIONARY

Definitions of the Terms and Phrases of
American and English Jurisprudence,
Ancient and Modern

By

HENRY CAMPBELL BLACK, M. A.

Author of Treatises on Judgments, Tax Titles, Intoxicating Liquors,
Bankruptcy, Mortgages, Constitutional Law, Interpretation
of Laws, Rescission and Cancellation of Contracts, Etc.

REVISED FOURTH EDITION

By

THE PUBLISHER'S EDITORIAL STAFF

ST. PAUL, MINN.
WEST PUBLISHING CO.
1968

PROTHONOTARY

severation which approaches very nearly to an oath. *Wolff Inst. Nat.* § 375.

PROTHONOTARY. The title given to an officer who officiates as principal clerk of some courts. *Vin. Abr. Trebilcox v. McAlpine*, 46 Hun, N.Y., 469; *Whitney v. Hopkins*, 19 A. 1075, 135 Pa. 246.

PROTOCOL. A record or register. Among the Romans, *protocollum* was a writing at the head of the first page of the paper used by the notaries or tabelliones. Nov. 44.

In France, the minutes of notarial acts were formerly transcribed on registers, which were called "protocols." *Toullier, Droit Civil Fr.* liv. 3, t. 3, c. 6, s. 1, no. 413.

By the German law it signifies the minutes of any transaction. *Encyc. Amer.*

International Law

The first draft or rough minutes of an instrument or transaction; the original copy of a dispatch, treaty, or other document. *Brande.* A document serving as the preliminary to, or opening of, any diplomatic transaction.

Old Scotch Practice

A book, marked by the clerk-register, and delivered to a notary on his admission, in which he was directed to insert all the instruments he had occasion to execute; to be preserved as a record. *Bell.*

PROTOCOLIZE. A term in Cuban law meaning to copy in the records of a notary. *In re Moran's Will*, 39 N.Y.S.2d 929, 934, 180 Misc. 469.

PROTOCOLO. In Spanish law. The original draft or writing of an instrument which remains in the possession of the *escribano*, or notary. *White, New Recop.* lib. 3, tit. 7, c. 5, § 2.

The term "*protocolo*," when applied to a single paper, means the first draft of an instrument duly executed before a notary—the matrix.—because it is the source from which must be taken copies to be delivered to interested parties as their evidence of right; and it also means a bound book in which the notary places and keeps in their order instruments executed before him, from which copies are taken for the use of parties interested. *Downing v. Diaz*, 80 Tex. 436, 16 S.W. 53.

PROTUTOR. Lat. In the civil law. He who, not being the tutor of a minor, has administered his property or affairs as if he had been, whether he thought himself legally invested with the authority of a tutor or not. *Mackeld. Rom. Law*, § 630. He who marries a woman who is tutrix becomes, by the marriage, a protutor. The protutor is equally responsible with the tutor.

PROUT PATET PER RECORDUM. As appears by the record. In the Latin phraseology of pleading, this was the proper formula for making reference to a record.

PROVABLE. Susceptible of being proved. *City Hall Building & Loan Ass'n of Newark v. Star Corporation*, 110 N.J.L. 570, 166 A. 223, 224.

PROVE. To establish or make certain; to establish a fact or hypothesis as true by satisfactory and sufficient evidence. *Blackstone Hall Co. v. Rhode Island Hospital Trust Co.*, 97 A. 484, 487, 39 R.I. 69.

To present a claim or demand against a bankrupt or insolvent estate, and establish by evidence or affidavit that the same is correct and due, for the purpose of receiving a dividend on it. *Tibbets v. Trafton*, 80 Me. 261, 14 A. 71; *In re California Pac. R. Co.*, 4 Fed.Cas. 1060; *In re Bigelow*, 3 Fed.Cas. 343.

To establish the genuineness and due execution of a paper, propounded to the proper court or officer, as the last will and testament of a deceased person. See *Probate*.

PROVEN TERRITORY. In oil prospecting "proven territory" means territory so situated with reference to known producing wells as to establish the general opinion that, because of its location in relation to them, oil is contained in it. *Minchew v. Morris*, *Tex.Civ.App.*, 241 S.W. 215, 217.

PROVER. In old English law. A person who, on being indicted of treason or felony, and arraigned for the same, confessed the fact before plea pleaded, and appealed or accused others, his accomplices, in the same crime, in order to obtain his pardon. 4 *BLComm.* 329, 330.

PROVIDE. To make, procure, or furnish for future use, prepare. *Booth v. State*, 179 Ind. 405, 100 N.E. 563, 566, *L.R.A.*1915B, 420, *Ann.Cas.* 1915D, 987. To supply; to afford; to contribute. *Keith v. Rust Land & Lumber Co.*, 167 Wis. 528, 167 N.W. 432, 435.

PROVIDED. The word used in introducing a proviso (which see.) Ordinarily it signifies or expresses a condition; but this is not invariable, for, according to the context, it may import a covenant, or a limitation or qualification, or a restraint, modification, or exception to something which precedes. *Stanley v. Colt*, 5 Wall. 166, 18 L.Ed. 502; *Robertson v. Caw*, 3 Barb. N.Y., 418; *Attorney General v. City of Methuen*, 129 N.E. 662, 665, 236 Mass. 564.

PROVIDED BY LAW. This phrase when used in a constitution or statute generally means prescribed or provided by some statute. *Lawson v. Kanawha County Court*, 80 W.Va. 612, 92 S.E. 786, 789.

PROVINCE. The district into which a country has been divided; as, the province of Canterbury, in England; the province of Languedoc, in France. A dependency or colony, as, the province of New Brunswick. Figuratively, power or authority; as, it is the province of the court to judge of the law; that of the jury to decide on the facts. 1 *BLComm.* 111; *Tomlins*.

PROVINCIAL CONSTITUTIONS. The decrees of provincial synods held under divers archbishops of Canterbury, from Stephen Langton, in the reign of Henry III., to Henry Chichele, in the reign of Henry V., and adopted also by the province of York in the reign of Henry VI. *Wharton*.

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

FIRST JUDICIAL DISTRICT AT JUNEAU

STATE OF ALASKA, DEPARTMENT
OF REVENUE, TAX DIVISION,

PETITIONER,

v.

TURO, INC.,

RESPONDENT.

Case No. 1JU-18-00580 CI

CERTIFICATE OF SERVICE

I certify that on this date true and correct copies of the **REPLY BRIEF ON
PETITION TO ENFORCE AND EXHIBITS** and this **Certificate of Service** were
served via U.S. Mail on the following:

Leon T. Vance
Faulkner Banfield, P.C.
8420 Airport Blvd., Suite 101
Juneau, AK 99801-6924

 5/25/18
Sabina Perez-Figueroa Date
Law Office Assistant