

CONTRAT OUTDOORSY DE LOCATION DE CAMPING-CAR

Nom du conducteur principal Harmonie Clement

:

Date de naissance

(jj/mm/aaaa) :

J'ai lu et j'accepte les termes et conditions du présent contrat de location et, par conséquent, je donne mon consentement à ce contrat et je reconnais par ma signature que je suis le conducteur principal désigné et j'assume la responsabilité de tout dommage ou incident survenant pendant la période de location. Je comprends que seuls les conducteurs approuvés sont autorisés à conduire le véhicule.

SIGNATURE LOUEUR _____ **DATE :** _____

La signature atteste que le locataire a lu et accepte les politiques, termes et conditions ci-dessous. D'autres conducteurs approuvés peuvent être énumérés sur une page supplémentaire jointe au présent contrat et signée conjointement par le Locataire et le Concessionnaire

SIGNATURE DU CONCESSIONNAIRE : _____ **DATE :** _____

Terms of Service

Last revised: September 1, 2022

Thank you for your interest in Outdoorsy!

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION THAT AFFECTS YOUR RIGHTS, REMEDIES, AND OBLIGATIONS. THEY INCLUDE AN AGREEMENT TO ARBITRATE (UNLESS YOU OPT OUT). THESE TERMS ALSO INCLUDE A PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF FOR ALL CLAIMS AND MATTERS IN EITHER COURT OR ARBITRATION, VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION, VENUE, AND GOVERNING LAW OF DISPUTES, EXCEPT WHERE PROHIBITED, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

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Introduction

Outdoorsy, Inc. and its subsidiaries (collectively, “Outdoorsy”, “we”, or “us”), provide an online recreational vehicle sharing platform that connects recreational vehicle owners with those seeking to rent recreational vehicles. “Owners” as used in these Terms includes registered owners and those who list vehicles via the Services on behalf of the registered owners pursuant to an arrangement between them (for example, consignment). “Renters” as used in these Terms means the user who makes the actual reservation via the Services. “Recreational vehicle” or “vehicle” as used in these Terms broadly means anything listed via the Services, including, but not limited to, vans, coaches, caravans, trailers, towables, campers, motor homes, RV, or other recreational vehicles, including stationary versions of the same. Outdoorsy is accessible online including at Outdoorsy.com and as an application for mobile devices. The Outdoorsy websites, blog, mobile applications, and associated services are collectively referred to as “the Services”. By accessing or using the Services, including by communicating with us or other Outdoorsy users, you agree to comply with, and be legally bound by, the provisions of these Terms of Service (these “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 Outdoorsy. If you accept these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

Failure to use the Services in accordance with these Terms may subject you to civil and criminal penalties.

These Terms, together with the Outdoorsy Privacy Policy, applicable insurance terms and certificates, roadside assistance terms, and the additional policies (together, the “Policies”) constitute the “Agreement” between you and Outdoorsy (each a “Party” and together, “the Parties”).

Modification.

Outdoorsy reserves the right, at our sole discretion, to modify the Services or to modify the Agreement, including these Terms, at any time. If we modify these Terms, we will post the modification on the Services. We will also update the “Last revised” date at the top of these Terms. If you continue to access or use the Services after we have posted a modification or have provided you with notice of a modification, or you have otherwise indicated assent to the modified terms, 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 Outdoorsy Account within 30 days. If you choose to close your Outdoorsy Account, the previous effective version of these Terms will apply to you, unless you use the Services during the intervening 30-day period, in which case the new version of these Terms will apply to you.

No Other Agreement with Outdoorsy

THE SERVICES CONNECT VEHICLE OWNERS AND VEHICLE RENTERS THROUGH LISTINGS ON THE SERVICES PLATFORM(S). **YOU UNDERSTAND AND AGREE THAT OUTDOORSY IS NOT A PARTY TO ANY AGREEMENT(S) ENTERED INTO BETWEEN OWNERS AND RENTERS**, NOR IS OUTDOORSY A VEHICLE BROKER, AGENT, OR INSURER. OUTDOORSY HAS NO ACTUAL CONTROL OVER THE CONDUCT OF OWNERS, RENTERS, OR OTHER USERS OF THE SERVICES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

Outdoorsy’s responsibilities are limited to: (i) facilitating the availability of the Services and (ii) serving as the limited agent of each owner for the purpose of accepting payments from renters on behalf of owners.

THE SERVICES ARE INTENDED TO BE USED SOLELY TO FACILITATE VEHICLE RENTAL BOOKINGS. OUTDOORSY CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTING AND THE CONDITION, LEGALITY, OR SUITABILITY OF ANY LISTED VEHICLE. OUTDOORSY IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL USER CONTENT, LISTINGS, AND VEHICLES. ACCORDINGLY, ANY BOOKINGS WILL BE MADE AT THE RENTER’S AND OWNER’S OWN RISK.

Abuse of the Services

You agree that you will not use the Services and then communicate, complete a booking, or otherwise transact outside of the Services for any reason, whether to circumvent these Terms, avoid the obligation to pay any portion of the Fees related to the Services, or otherwise. If you circumvent or attempt to circumvent (in Outdoorsy’s reasonable judgment) any portion of the Services, Outdoorsy reserves the right (i) to reject or deny the related transaction in its entirety, (ii) to deny any and all excess insurance coverages or other protections related to the rental, (iii) pursue legal remedies and other actions, and (iv) Outdoorsy will have no responsibility nor obligation to the parties engaged in the transaction. If Outdoorsy, in its reasonable judgment, determines that an owner is taking a booking off the platform(s) available by the Services or encouraging to a renter to do so, Outdoorsy reserves the

right to charge all applicable Fees for such booking as if it were completed on the platform(s) available by the Services, plus charge the owner an administrative charge of up to \$200.

No user of the Services or visitor to the Outdoorsy content may use manual or automated software, devices, scripts, robots, other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other services contained in the Services or content.

Eligibility, registration, verification

Eligibility

The Services are intended solely for persons who are 18 or older. **However, the minimum age to rent or operate a vehicle via the Services is 25 years old (the “Minimum Rental Age”).** Any use of the Services by anyone who does not meet these age requirements is prohibited. Outdoorsy reserves the right in its sole discretion to deny use of the Services or features of the Services for any reason or no reason.

Registration

To access certain features of the Services, you must sign up for an account with us (an “Outdoorsy Account”). You can create an Outdoorsy Account by providing us information, including your first and last name, email address, and creating a password or connecting through an account with a third-party site or service (such as Apple, Facebook, and Google). When you book a vehicle as a renter, you provide us with certain additional information about yourself. Similarly, when you list a vehicle (a “Listing”) as a vehicle owner, you provide us with certain additional information (some optional and some required by Outdoorsy in its sole discretion) about yourself and your vehicle(s) (including, if applicable, vehicles consigned to you for the purpose of Listing on the Services on behalf of the registered owners of such vehicles), including, but not limited to, the VIN, license plate number, registration information, value, location, size, weight, features, calendar availability, pricing, current photographs, related rules, cancellation terms, additional non-vehicle items that come with or are available with the rental (such as, without limitation, generators, fire pits, bicycles, paddle boards, games, chairs, tables, etc.) (“Add-ons”), and other terms. You may not have more than one (1) active Outdoorsy Account and you may not transfer or sell your account without Outdoorsy’s written authorization. You must provide accurate, current, and complete information during the registration, booking, and/or Listing process. You must keep your Outdoorsy Account up to date at all times. Based on information you provide, Outdoorsy may impose additional requirements for you to book a vehicle (e.g., providing your personal insurance information, providing a security deposit, adding a second form of payment, buying a certain level of protection plan, or other requirements).

Verification, Verified Drivers, Key Exchange

Where permitted, Outdoorsy has the right, **but not the obligation**, to undertake screenings, checks, and engage in processes designed to (1) help verify the identities or check the backgrounds of users, including driving history and driver’s license validity, (2) help verify insurance history and insurability, and (3) help verify vehicle details. However, Outdoorsy does not endorse any user, users’ background, or vehicle, nor does Outdoorsy commit to undertake any specific screening process. Further, you acknowledge that users may provide falsified or fraudulent information that is undetected by the Services, and that **you are responsible for determining the identity and suitability of others who you contact and transact with via the Services. Except as provided by these Terms, Outdoorsy will not be**

responsible for any damage or harm resulting from your interactions with other users. If Outdoorsy is unable to verify the renter and/or any Verified Drivers, Outdoorsy may cancel the reservation.

To rent or operate (to include towing or use when stationary or delivered) a rented vehicle, as well as to be a Verified Driver (as discussed further below), you must have demonstrated to Outdoorsy's satisfaction (in its sole discretion, and the waiver of any one of the below in a specific transaction shall not be deemed to be a waiver of any others or a waiver as a matter of policy for other transactions) that you:

- hold a personal insurance policy that covers the rented vehicle as a covered automobile
- hold a current, valid (non-temporary) driver's license; if you hold a non-United States driver's license you will be required to provide your passport, an international driver permit or a photograph of your current driver license.
- meet the Minimum Rental Age
- consent to identify verification, credit checks, insurability checks, and other background checks we require, some of which may be administered by third parties and other partners
- have at least three years of current, licensed driving history, and have no major violations in the past three years (major violations are defined by state law and may include driving with a suspended or expired license, providing false or counterfeit documents, and engaging in speed contests) or alcohol / drug related incidents in the past seven years, and have no more than two violations or accidents combined in the past three years
- possess a mobile phone in your own name that we can verify through text message
- have an Outdoorsy Account
- consent to and will provide other additional information we request for verification purposes when you attempt to rent a vehicle or otherwise use the Services

Outdoorsy may in its sole discretion use third-party services to attempt to verify the information you provide to us and to obtain additional related information and corrections where applicable, and you hereby authorize Outdoorsy to request, receive, use, and store such information. Outdoorsy may permit or refuse your request to book or List a vehicle in its sole and absolute discretion. Outdoorsy 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, roadworthiness, or legal status of any vehicles beyond our policies that require owners to ensure their vehicles are in safe and operable condition, legally registered to be driven on public roads, not subject to any applicable safety recalls, and otherwise satisfy our eligibility requirements, which, depending on Outdoorsy's sole discretion, may include requirements that the vehicle have a clean title (e.g., non-salvaged/non-branded/non-washed/non-written off).

Outdoorsy does not endorse any owner or renter or other user of the Services, or any Listed vehicle. Although these Terms require users to provide accurate information, Outdoorsy does not attempt to confirm, and does not confirm, any user's purported identity or other information provided by such user.

A renter may request to become a/or add additional Verified Drivers to the booking. If you are not the renter but elect to become and enter or complete the process to become a Verified Driver, in doing so you also agree to these Terms in their entirety. The term "Verified Driver" means Outdoorsy has completed a minimal level of review of the user as a driver. It does not mean a comprehensive investigation into such Verified Driver, and does not include any commitment to review motor vehicle driving history or criminal background checks. As discussed under the Renter specific terms section, the renter is ultimately responsible for all behavior of any Verified Drivers. **Only Verified Drivers are eligible for the full benefits offered under any protection packages, bundles, or excess coverages offered by Outdoorsy, even if the renter has paid for such protection packages, bundles, or excess coverages. Outdoorsy has not obligation to refund any amounts paid for protection packages, bundles, or excess coverages where there is no Verified Driver on the reservation. Owners understand that they alone make the ultimate decision on whether a renter or Verified Driver or anyone else requesting possession of the vehicle pursuant to a booking is trustworthy and whether to provide such possession of the vehicle at the Key Exchange.** This includes the owner's responsibility to confirm that the renter and/or Verified Driver is properly licensed for the class of vehicle, vehicle or towing length, or towing weight, and meets any other restrictions or qualifications that may be required (e.g. CDL or other special licensure requirements). **The renter and owner understand that providing possession to anyone other than a Verified Driver may mean the rental period does not have adequate protections and coverages for damage and other liabilities.**

The "Key Exchange" as used in these Terms is the moment that the owner (or their authorized designee) turns over physical possession of the rented vehicle (whether or not any actual keys are involved) to the renter (who is a Verified Driver) or another Verified Driver reflected in the booking. It is up to the owner to determine whether they require the physical presence of the renter at the Key Exchange or whether the owner permits another Verified Driver to take possession of the rented vehicle.

Consumer Report Authorization

When you attempt to book or List a vehicle, or at any time thereafter where Outdoorsy reasonably believes there may be an increased level of risk associated with your Outdoorsy Account, you hereby provide Outdoorsy with written instructions and authorize Outdoorsy, in accordance with the Fair Credit Reporting Act at 15 U.S.C. § 1681m(a), 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 hereby agree and waive any right to receive adverse action disclosure notice(s) as defined under the Fair Credit Reporting Act, and agree that Outdoorsy may make determinations, to include insurance determinations, in its sole and absolute discretion. However, Outdoorsy does not commit to undertaking any such additional reviews or checks and assumes no liability for electing not to take such additional reviews or checks.

Fees, taxes

Fees

The fees ("Fees") we charge for using the Services and other cost structures will be itemized at checkout for renters. You can verify the amount for your trip at checkout before you submit your trip request. When you provide Outdoorsy a payment method, you authorize Outdoorsy, or third-party service providers acting on behalf of Outdoorsy, to store your payment credential for future use in the event

you owe Outdoorsy any money. You authorize Outdoorsy to use stored payment credentials for balances and Fees, including for booking rental costs, owner fees, and renter fees (e.g., late fees, excess mileage fees, security deposits, processing fees and claims costs, and related administrative fees). In some cases, our payment processors have arrangements with card networks to automatically update stored payment credentials whenever you receive a new card (e.g., replacing an expired card or one that was reported lost or stolen) and we will rely on such updates to stored payment credentials for balances. Any use of referral Outdoorsy-granted credit(s) is governed by the terms and conditions outlined in here. If a renter purchases a protection package or other excess coverages, but does not complete all the requirements to become a Verified Driver and qualify for the protections and other excess coverages offered under the purchased protection package, Outdoorsy may still retain the full amount paid for such protection package.

Collection of fees

Outdoorsy and its service providers will employ all legal methods available to collect amounts due, including the engagement of collection agencies or legal counsel. Outdoorsy, or the collection agencies we retain, may also report information about your Outdoorsy Account to credit bureaus. As a result, late payments, missed payments, or other defaults on your Outdoorsy Account may be reflected in your credit report. In addition to the amount due, delinquent accounts or chargebacks will be charged with fees and/or charges that are incidental to the collection of delinquent accounts or chargebacks including, but not limited to, collection fees, convenience fees, and/or other third-party charges. If you wish to dispute the information Outdoorsy reported to a credit bureau (i.e., Experian, Equifax, or TransUnion), please contact the Outdoorsy support team. If you wish to dispute the information a collection agency reported to a credit bureau regarding your Outdoorsy Account, you must contact the collection agency directly.

Taxes

In certain jurisdictions, Outdoorsy may enable the collection and remittance of certain taxes from or on behalf of renters or owners, based on existing and future tax regulations, including marketplace facilitator or vehicle sharing regulations. The amount of taxes, if any, collected and remitted by Outdoorsy will be visible to, and separately stated, to both renters and owners on their respective trip related documents and invoices. Where Outdoorsy is facilitating the collection and remittance of taxes, owners are not permitted to collect the same taxes on the Services in relation to their vehicle sharing in that jurisdiction. Owners may only collect taxes that are legally required in the relevant jurisdiction, and no other taxes, optional tax-like fees, or purported taxes.

Cancellations.

If the renter cancels a requested booking before the requested booking is confirmed by an owner, Outdoorsy will refund to the renter any nominal amounts charged to the renter's credit card in connection with the requested booking within a commercially reasonable time. If the renter cancels a confirmed booking, the cancellation policy of the owner contained in the applicable Listing will apply to such cancellation. Our ability to refund any amounts charged to the renter will depend upon the terms of the applicable owner cancellation policy.

If an owner cancels a confirmed booking Outdoorsy will refund to the renter the Fees for such booking within a commercially reasonable time and the renter may receive an email or other communication from Outdoorsy confirming the cancellation. If an owner cancels a confirmed booking and you, as a

renter, have not received an email or other communication from Outdoorsy, please contact our support team via a [support ticket](#). If the owner does not show up to meet the renter and make the vehicle available for the renter at the agreed upon rental start time, Outdoorsy will treat this as an owner cancellation. If the renter does not show to pick up the vehicle, it will be treated as a renter cancellation and subject to the owner's cancellation policy.

Outdoorsy reserves the right to cancel any booking, whether requested or confirmed, at any time.

Depending upon the reason for the cancellation, certain fees may still be owed by the renter and/or the owner. Outdoorsy may cancel booking requests when an owner is deemed unresponsive (in Outdoorsy's sole discretion)(deemed an owner cancellation), or when if there is no Verified Driver on the day a reservation begins (deemed a renter cancellation). If the owner does not show up to meet the renter and make the vehicle available for the renter at the agreed upon rental start time, Outdoorsy will treat this as an owner cancellation. If the renter does not show to pick up the vehicle, it will be deemed a renter cancellation and subject to the owner's cancellation policy.

Your commitments

You agree that you will always use your Outdoorsy Account and the Services in compliance with these Terms, applicable law, and any other policies and standards provided to you by Outdoorsy.

Account Activity.

You are, and will be solely responsible for, all of the activity that occurs through your Outdoorsy Account. Keep your Outdoorsy Account information, including your password, 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 Outdoorsy Account, whether or not you have authorized such activities or actions. You will immediately notify Outdoorsy of any actual or suspected unauthorized use of your Outdoorsy Account. We are not responsible for your failure to comply with this clause, or for any delay in shutting down or protecting your Outdoorsy Account unless you have reported unauthorized access to us.

Content

Outdoorsy Content and User Content License.

Subject to your compliance with the provisions of these Terms, Outdoorsy grants you a limited, revocable, non-exclusive, non-transferable license, to access and view any Outdoorsy and/or 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 Outdoorsy 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 the Services such as photographs of you and your vehicle(s), reviews, feedback, and descriptions of you and your vehicle. By making available any content on or through the Services, or through Outdoorsy promotional campaigns, you grant Outdoorsy 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, 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. This includes Outdoorsy's right to make any content available to Outdoorsy's affiliates and service partners for marketing and promotional activities, including the sale of insurance. Except as described above with respect to Outdoorsy photography provided to owners, Outdoorsy 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. You acknowledge and agree that Listings are publicly available and viewable via the Services. Other users will be able to book your Listed vehicle via the Services based upon the information you provide in your Listing.

Copyright Protection.

We respond to notices of alleged copyright infringement and terminate Outdoorsy 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](#).

Prohibited activities

In connection with your use of or access to the Services, you agree that you will not, nor advocate, encourage, request, or assist any third party to:

Fail to honor your commitments, including:

- **Use the Services to find an owner or renter, and then complete a transaction partially or wholly independent of the Services, for any reason including but not limited to circumventing the obligation to pay any fees related to the provision of the Services by Outdoorsy (aka, gray market transactions, which do not necessarily require the exchange of money)**
- Fail to pay fees, penalties, or other amounts owed to Outdoorsy or another user
- Fail, as either a renter or owner, to timely deliver, make available, or return any vehicle and optional Add-ons, unless you have a valid reason
- Transfer your Outdoorsy Account and/or user ID to another party without our consent; if an owner sells its business or any other change of control occurs it must get Outdoorsy's consent to transfer or assign any Outdoorsy Account materials
- Leave a vehicle unlocked or running with the keys inside, except where instructed to do so directly by Outdoorsy in certain limited circumstances

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, or third-party rights
- 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 Outdoorsy, or that comes from the Services and belongs to another Outdoorsy 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 Outdoorsy

Dilute, tarnish, or otherwise harm the Outdoorsy brand in any way, including:

- Through unauthorized use of the Services and/or user content
- Registering and/or using "Outdoorsy" or derivative terms in domain names, trade names, trademarks, or otherwise
- Registering and/or using domain names, trade names, trademarks, social media account names, or other means of identification that closely imitate or are confusingly similar to Outdoorsy domains, trademarks, taglines, promotional campaigns, or Outdoorsy and/or user content

Provide or submit any false or misleading information, including:

- False name, date of birth, driver's license details, payment method, insurance, or other personal information in relation to a claim (for example about damage to a vehicle)
- By registering for an Outdoorsy Account on behalf of an individual other than yourself
- Impersonating any person or entity, or falsifying or otherwise misrepresenting yourself or your affiliation with any person or entity

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

- Harass, stalk, or defame any other Outdoorsy user or collect or store any personally identifiable information about any other user other than for purposes of transacting as an owner or renter in accordance with these Terms
- Engage in physically or verbally abusive or threatening conduct
- Use the 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, payment method details, or account numbers
- Treat anyone differently based on the way they look, who they love, what they believe, how they self-identify, where they are from, or when they were born, including different treatment based upon legally protected classes. Discrimination of any kind is not tolerated in the Outdoorsy community
- Sue or assert legal claims against Outdoorsy or an Outdoorsy user in any manner prohibited or waived by these Terms

Use the Services for your own unrelated purposes, including to:

- Contact another Outdoorsy user for any purpose other than in relation to a booking, vehicle, Listing, or the use of the Services by such user
- Commercialize any content found on the Services or software associated with the 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 or services that are competitive to Outdoorsy, without our prior written approval

Interfere with the operation of the Services, including by:

- Interfering with any other user's listings
- Using the Services in connection with the distribution or posting of unsolicited commercial messages (e.g., spam)
- Distributing 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 e-mail

address information, or similar methods or technology that may disrupt or interfere with the operation or provision of the Services, or harm Outdoorsy or the interests or property of others

- Bypassing robot exclusion headers, interfering with the working of the Services, or imposing an unreasonable or disproportionately large load on our infrastructure
- Systematically retrieving data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, directory, or the like, whether by manual methods, or through the use of bots, crawlers, spiders, or otherwise
- Using, displaying, mirroring, or framing the Services or any individual element within the Services, the Outdoorsy name, any Outdoorsy trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without the express written consent of Outdoorsy
- Accessing, tampering with, or using non-public areas of the Services, our computer systems, or the technical delivery systems of our service providers
- Attempting to probe, scan, or test the vulnerability of any of our system or network or breach any security or authentication measures
- Avoiding, bypassing, removing, deactivating, impairing, descrambling, or otherwise circumventing any technological measure implemented by Outdoorsy or any of our service providers or any other third party (including another user) to protect the Services
- Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way using the Services to send altered, deceptive, or false source-identifying information
- Attempting to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services
- Endeavoring to circumvent a suspension, termination, or closure of your Outdoorsy Account or the account of another Outdoorsy user, including, but not limited to, creating a new Outdoorsy Account or listing vehicles affiliated with or registered to an Outdoorsy Account holder that has been suspended, terminated, or closed

Other legal matters

[Violations; Termination of Access.](#)

Outdoorsy has the right, but not the obligation, to investigate, pursue, and seek to prosecute, litigate, or refer to law enforcement, violations of the Agreement to the fullest extent permissible by the law.

Outdoorsy reserves the right, at any time and without prior notice, in accordance with applicable law, to remove or disable access to any content that Outdoorsy, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Services or our community. If we believe you are abusing Outdoorsy, our users, or any other person in any way or violating the letter or spirit of any of these Terms, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your Outdoorsy Account and access to the Services, remove your content, deny a damage claim, remove or demote your listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using the Services. Additionally, we reserve the right to refuse or terminate access to the 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. 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.

Communications with you.

In order to contact you more efficiently, you agree that we may at times contact you using autodialed or prerecorded message calls or text messages at your phone number(s). We may place such calls or texts primarily to confirm your signup, provide notices regarding your Outdoorsy Account or Outdoorsy Account activity, investigate or prevent fraud, collect a debt owed to us, or communicate urgent messages. We may share your phone number(s) with service providers with whom we contract to assist us in pursuing these interests. We may share your phone number(s) and email with our affiliates for conducting their business or servicing us or you, including marketing and advertising. We will not share your phone number(s) with unaffiliated third parties for their own purposes without your consent. Standard telephone minute and text and data charges may apply. Where Outdoorsy is required to obtain your consent for such communications, you may choose to revoke your consent.

You authorize Outdoorsy and its service providers, without further notice or warning and in our discretion, to monitor or record telephone conversations you or anyone acting on your behalf has with Outdoorsy or its agents for quality control and training purposes. You acknowledge and understand that your communications with Outdoorsy 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 Outdoorsy support. Further, you expressly agree and authorize Outdoorsy to share recorded telephone conversations and related information with its insurance service providers for the purposes of claims review and adjudication.

Non-disparagement.

The Parties agree that they will not take any action that will harm the reputation of the other Party, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the other Party.

Insurance excess offerings and protection plans.

The optional insurance and protection plans (which we sometimes refer to as "bundles") offered by Outdoorsy are excess offerings, which means that the personal insurance of both the renter and owner are the primary insurance for coverage. With an excess offering, the owner's and/ or renter's primary insurer is first responsible for defending and indemnifying the insured in the event of a claim. Outdoorsy's excess offerings provide coverage above an owner or renter's underlying limit of primary insurance. That is, Outdoorsy provided protection coverage only provides coverage after any primary insurance that may apply. **The personal insurance of the person driving or otherwise operating the vehicle (to include towing or stationary use) is the primary insurance for the rented vehicle.** Outdoorsy is not an insurance company and does not insure owners or renters, nor does it sell insurance, but rather provides protection plan bundles. Bundle details and other specifics can be found via the Services. To be eligible for the benefits of a protection plan, owners and renters must comply with these Terms. Protection plans are available through the Services in jurisdictions where such plans (or type of plan) are permitted.

With its protection plans, Outdoorsy may provide coverage for qualified vehicles and Verified Drivers that have been approved by Outdoorsy for excess coverage. Note that qualified vehicles may not include certain vehicles in Outdoorsy's sole discretion, including, but not limited to, due to the age or value of the vehicle. Liability, physical damage, comprehensive and collision excess coverage is available only for renters during the rental period for rentals through the Services and only where renters have successfully met the conditions stipulated in the verification process (i.e. there must be a Verified Driver) and where the vehicle meets the certifications and requirements stipulated in the listing process, and the maintenance and inspection schedule.

In addition, excess coverage is only made available to users where use of the Services and the full and complete booking of a rental transaction is transacted through the Outdoorsy Services. **Any owner or renter who transacts any portion of the rental outside of the Services may be entirely denied excess protection coverage.** If any owner circumvents any portion of Outdoorsy or the Fees, Outdoorsy reserves the right to reject or deny excess coverage across all vehicles under management by the owner and all related transactions will be deemed invalid for excess coverage, and Outdoorsy will have no responsibility or obligation to provide coverage to any of the parties. Vehicles are only eligible for excess coverage in the U.S., Puerto Rico, the U.S. Virgin Islands, U.S. Military locations and U.S. controlled territories and Canada. Vehicles used in the sport or activity of driving through rough terrain are considered to be used in off-roading activity and will not be eligible for excess coverage.

[Pre- and Post-Trip Inspection and Photograph Requirement; 48 hour Notice Claim Reporting Requirement](#)

Within 24 hours prior to releasing the vehicle, the owner is responsible for completing a full inspection of the interior and exterior of the vehicle with the renter, and must take digital photographs to document its condition within 48 hours prior to departure and 48 hours after return. Owner agrees that if photos are not taken within these 48 hour pre-and post-trip periods, Outdoorsy may deny any application of its excess coverage policies or other damage protections, and owner's sole recourse will be through the renter's or owner's primary insurance. If Outdoorsy, in its reasonable judgment, determines that such pre- or post-trip photographs were manipulated or modified in any way (to include manipulation of exif and other date and location markers and identifiers), Outdoorsy may deny any claim. When accepting the rental, the renter and owner must complete a thorough, comprehensive walk-through report of the rental, noting in writing any and all existing defects or damage to the vehicle prior to renter's acceptance of the vehicle. The renter and owner must sign and date the in-app Vehicle Departure Checklist in order to qualify for excess coverage protection.

An owner or renter must file a notice claim to report any losses to Outdoorsy within 48 hours of the end of the booking period or return of the vehicle (whichever occurs first). After coverage determinations on the renter's or owner's primary insurance are completed, Outdoorsy may deny application of its excess offering coverages if Outdoorsy does not have a notice claim on file from either the renter or owner that was filed within the 48 hour period. Outdoorsy is not responsible for personal property left in the rental. All defects and/or damage to the rental noted in the return inspection which are not noted on the Vehicle Departure Checklist completed shall be the sole responsibility of the renter, and the renter shall reimburse the owner for the cost of the repair. To the extent that the security deposit is insufficient to cover the costs and damages, the renter is responsible.

In making its excess coverage determinations, Outdoorsy will ensure that, among other requirements set forth in these Terms:

- A notice claim was filed within 48 hours from the end of the booking period or return of the vehicle (whichever occurs first)
- Pre-trip photos taken within 48 hours of vehicle departure
- Post-trip photos taken within 48 hours of vehicle return
- Keys must have been given to a Verified Driver

The laws of some states require us to furnish you with the following notices:

WARNING – Any person who knowingly:

- **Alaska:** and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.
- **Arizona and Arkansas:** presents a false or fraudulent claim for payment of a loss or benefit is subject to criminal and civil penalties, or specific to AR: presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- **California, Louisiana, New Mexico and Texas:** presents a false or fraudulent claim for the payment of a loss or benefit (or specific to LA and TX: who knowingly presents false information on an application for insurance) is guilty of a crime and may be subject to fines and confinement in state prison, (or specific to NM: to civil fines and criminal penalties.)
- **Delaware:** and with intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.
- **Florida:** and with intent to injure, defraud, or deceive any insurance company files a statement of claim containing false, incomplete, or misleading information is guilty of a felony of the third degree.
- **Idaho and Indiana:** and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information (for Idaho) is guilty of and (for Indiana) commits a felony.
- **Kentucky, New York and Pennsylvania:** and with intent to defraud any insurance company or other person files an application for insurance, or files a statement of claim, containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime, specific to PA: subjects such person to criminal and civil penalties and specific to NY: shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
- **New Jersey:** files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.
- **Ohio:** with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
- **Oklahoma:** and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Additional Warnings

- **Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
- **District of Columbia, Tennessee and Virginia:** It is a crime to knowingly provide false, incomplete or misleading information to an insurer or insurance company for the purpose of defrauding the insurer or insurance company, (or specific to DC: any other person.) Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
- **Hawaii:** Presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.
- **Maine:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.
- **Minnesota:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.
- **New Hampshire:** Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638.20.

Please refer to the specific terms for renters and specific terms for owners sections below for additional information based on the nature of your use of the Services.

Specific terms for renters

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

Renter commitments

The renter who booked the vehicle bears the responsibility for all activity related to the vehicle rental.

You will not allow anyone other than a person listed in the trip details as a Verified Driver to drive, operate, or otherwise cause the vehicle to move (“use”) the vehicle you booked. Your insurance is primary as to all claims and liability related to the vehicle rental. As the renter, you commit that you will be responsible for all Verified Drivers, guests into the vehicle, and other third parties affected by such parties. You agree that you and all Verified Drivers will be legally licensed for the vehicle you rent and operate, and provide proof to the owner via the Services of a current, valid driver’s license at the Key Exchange. You will treat the vehicle and any applicable Add-ons well and will take all reasonable measures to return the vehicle and any applicable Add-ons on time and in essentially the same condition as received.

Vehicle availability

Owners, not Outdoorsy, are solely responsible for honoring any confirmed bookings and making available vehicles reserved through the Services. If you, as a renter, choose to enter into a transaction with an owner for the booking of vehicle, you agree and understand that you will be required to enter into an agreement with the owner and you agree to accept any terms, conditions, rules, and restrictions

associated with such vehicle imposed by the owner. You acknowledge and agree that you, not Outdoorsy, will be responsible for performing the obligations of any such agreements, that Outdoorsy is not a party to such agreements, and that, with the exception of its obligations hereunder to process payment of fees to the applicable owner, Outdoorsy disclaims all liability arising from or related to any such agreements. You acknowledge and agree that, notwithstanding the fact that Outdoorsy is not a party to the agreement between you and the owner, Outdoorsy acts as the owner's payment agent for the limited purpose of accepting payments from you on behalf of the owner. Outdoorsy is not responsible for the loss of vacation, personal or business time, or any incidental expenses (to include hotel, airline or other transportation, or food expenses) incurred by a renter as a result of breakdown or any problem(s) with the vehicle, or other reason that a vehicle is unavailable.

You agree to pay Outdoorsy for any confirmed bookings made in connection with your Outdoorsy Account in accordance with these Terms by one of the methods described on the Services, including credit card or other payment method authorized by Outdoorsy. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the booking directly by Outdoorsy. You also authorize Outdoorsy to charge the renter's credit card in the event of damage caused on vehicle as described in these Terms, if applicable.

Security Deposits

Owners may include a security deposit in their Listings and by using the Services renter's authorize Outdoorsy to charge the credit card associated with the renter's account for the security deposit. Security deposits are for damages to the vehicle and are not intended to cover other fees such as late fees, over-mileage fees, cleaning fees, dumping fees, etc., which may be collected separately by Outdoorsy on behalf of an owner. Outdoorsy will, in its capacity as the payment agent of the owner, use its commercially reasonable efforts to obtain a pre-authorization of the renter's credit card in the amount of the security deposit within a reasonable time prior to the Key Exchange for the applicable vehicle. Outdoorsy will also use its commercially reasonable efforts to address owners' requests and claims related to security deposits, but Outdoorsy is not responsible for administering or accepting any claims by owners related to security deposits, and disclaims any and all liability in this regard.

Renter financial responsibility for physical damage to the vehicle

The renter who booked the trip is financially responsible for all physical damage to or theft of a booked vehicle that occurs during a trip, plus any additional costs and fees resulting from damage of any kind to the vehicle, regardless of who is found to be at fault. This includes damage due to weather and other acts of God. This responsibility applies whether the renter has their own vehicle insurance or not. All defects and/or damage to the rental noted in the return inspection which are not noted on the completed Vehicle Departure Checklist shall be the sole responsibility of the renter, and the renter shall reimburse the owner for the cost of the repair. To the extent that the security deposit is insufficient to cover the costs and damages, the renter is responsible. The renter is responsible for their own acts and omissions and are also responsible for the acts and omissions of any individuals they invite to, or otherwise provide access to the vehicle. Unless specifically covered in the applicable excess insurance coverage, the renter is responsible for all other fees and expenses in whatever form, including but not limited to damage to the rental, missing equipment, down time, and the vehicle owner's administrative expenses connected with loss irrespective of the cause of damage or loss or the negligence or lack thereof of the renter. The renter is responsible for loss due to theft of the rental. The renter is

responsible for all damages due to vandalism of the rental. A police report must be filed for any damages suspected of resulting from criminal activity.

After the renter is notified of a claim and given 48 hours to respond, Outdoorsy will charge for payment against the credit card on file in your Outdoorsy Account. If we are unable to charge the credit card on file or otherwise collect payment from you, you agree to remit payment for any vehicle damage to Outdoorsy or the vehicle owner, as applicable. You agree that unless you have purchased or have been qualified for excess insurance through Outdoorsy that you will hold Outdoorsy harmless and that Outdoorsy has no responsibility for any damages that you cause to an owners' vehicle or to any person.

Primary renters must be insured against damage to the booked vehicle under their own automobile policies. When you book a vehicle on Outdoorsy, you agree that if any damage occurs to the booked vehicle during the booked trip, you will work with the owner and/or Outdoorsy to make a claim for coverage under any policy of insurance that applies to the loss.

The renter can limit the amount they are obligated to pay out of their own pocket in the event there is damage to the booked vehicle during the booked trip by choosing the appropriate protection plan on the Services, if offered. The limitation on the amount a primary renter may have to pay out of pocket included in any protection plan only applies (1) if the primary renter and any Verified Driver abide by these Terms and (2) unless the renter has purchased an interior damage protection product (if available), to physical damage that is not mechanical or interior damage.

[Auto liability insurance](#)

A renter's own personal auto policy will be primary over the Outdoorsy excess protection plans depending on various factors such as applicable laws, where the renter books the vehicle, and/or where the accident or damages occur. Terms and exclusions apply.

Many owners offering a vehicle for sharing on the Services cannot or do not offer liability insurance to you. All protection plans offered on the Services include excess coverage. The policy(s) is issued to Outdoorsy by carriers selected by Outdoorsy from time to time, and does not provide a defense or indemnification for any claim asserted by Outdoorsy.

[Use of the vehicle and Safety](#)

In the event Outdoorsy has any concern about your use of a vehicle, Outdoorsy may terminate your rental in its discretion at any time and require the return of the vehicle, including recovering the vehicle on behalf of the owner. The prohibited uses list in these Terms is not meant to be exhaustive. If you have any concerns about your planned use, please contact the owner and Outdoorsy support team. If you misuse a vehicle, you will be fully financially responsible for any related claims, loss, or damage, and your protection plan and/or insurance may be voided. **Renters also acknowledge that using a vehicle in a prohibited manner or otherwise breaching these Terms may lower available liability coverage to legal minimum limits, or nullify coverage, and may furthermore nullify any comprehensive or collision protection and/or protection plan where allowed by applicable law.**

When you book a vehicle on the Services, **the renter must ensure that only Verified Drivers operate the vehicle**, and must use the vehicle only for personal use and not for any commercial purposes. **You may not access a vehicle until the trip start time and you must return the vehicle on time and to the correct location.** You must present the owner with a current, valid driver's license (including properly licensed

for the class of vehicle, vehicle or towing length, or towing weight, and meets any other restrictions or qualifications that may be required (e.g. CDL or other special licensure requirements). 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. Renter acknowledges that the qualifications of any driver of the vehicle are solely at the determination, discretion, and risk of the renter and that other than the limited process to verify drivers described in these Terms, Outdoorsy does not and will not evaluate the skill and expertise of any such Verified Driver.

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 child safety seats and other protections for children. You must not leave the car unlocked or with the keys unsecure (such as in the ignition). You must not engage in any prohibited uses with any vehicle you book through the Services.

Renters acknowledge that the vehicles may be very large and handle differently from passenger cars and other vehicles. The vehicle requires more skill and expertise to operate safely than a car rental. The vehicle requires more clearance above, in front of, behind, and beside them to operate safely, and the use of mirrors and direct visual verification are always required to maintain knowledge of the location of adjacent vehicles and obstacles on the roadway. Due to size and handling characteristics, the vehicle shall never be operated at speeds in excess of 55 miles per hour regardless of the posted speed limit.

The renter acknowledges that Outdoorsy has no control over the number of passengers a renter may allow into the vehicle or the conduct of those occupants while the vehicle is being operated. Therefore, the renter acknowledges that the renter, and not Outdoorsy or the owner, is solely responsible for the passengers on board the vehicle as well as the conduct of those passengers. The renter agrees that, prior to inviting passengers or other guests into the vehicle, they will inform all passengers or other guests that the renter is solely responsible for such passenger's or guest's safety and that Outdoorsy disclaims any and all such responsibility.

All rentals may only be used on those public roadways with sufficient width and clearance to allow the rental to be operated safely and without damage. Under no circumstances may the rental be operated in rugged terrain or used in the sport of off-roading. If the owner provides a driver for the rental, the renter remains responsible for all damage to the rental, missing equipment, down time, and the owner's administrative expenses connected with damage regardless of whether or not the renter or the owner-provided driver is at fault. **Any violation of these terms will result in loss of excess insurance or other protection coverage(s).**

Under no circumstance shall (and the occurrence of such shall constitute a material breach of these Terms):

- the vehicle be driven outside the United States and Canada, including a strict prohibition against taking any vehicle into Mexico.
- **the vehicle be taken to a festival that is unauthorized by Outdoorsy, which includes "Burning Man" hosted by the Burning Man Project in the vicinity of Black Rock Desert, Nevada.**
- the awning be unrolled or used without owner approval
- towing or pushing anything using the vehicle

- use of the vehicle (i) by anyone who is not an Authorized Driver; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the vehicle or extended the rental period by giving us false, fraudulent or misleading information; (iv) in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation; (v) for business use purposes; (vi) to carry dangerous or hazardous items or illegal materiel; (vii) when loaded beyond the manufacturer’s suggested tow rating for the vehicle; (viii) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (ix) when it is reasonable to expect you to know that further operation would damage the vehicle; (x) in a manner that causes damage to the vehicle due to inadequately secured cargo; (xi) when your vehicle has insufficient towing capacity as determined by the manufacturer of your vehicle and as listed on the your vehicle’s door jamb sticker; or (xii) by anyone who is sending or receiving an electronic message, including text (SMS) messages or emails, while operating or the towing vehicle
- failing to properly load materials and distribute the weight of those materials to allow safe operation of the vehicle
- failing to properly secure the vehicle to the towing vehicle if applicable
- failing to summon the police to an accident involving the vehicle
- damaging the vehicle by your intentional, wanton, willful or reckless conduct
- transporting an animal (other than a service animal) in the vehicle without the consent of owner
- sitting, standing or lying on the roof or exterior of the vehicle
- transporting passengers in or on the vehicle while the vehicle is being towed
- placing signs or lettering on the outside of the vehicle
- placing loudspeakers or other sound equipment on the exterior of the vehicle
- failing to use the vehicle in compliance with all instructions and warnings provided by us and owners
- using or placing the wrong fuel type or octane into the vehicle (e.g. putting gas into a diesel vehicle or diesel into a gas vehicle)
- smoking in the vehicle without the owner’s consent

Condition of the vehicle and optional Add-ons

You understand that third parties own the vehicles and Add-ons 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. You agree to 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 as described here to ensure you are not held responsible for pre-existing damage. If you find damage on your initial inspection and fail to report it, Outdoorsy, third-party administrators, or insurance partners may assume that the damage occurred during your rental period. If, after your initial inspection, you believe that the vehicle is not safe to drive, please do not use the vehicle; instead, please contact the Outdoorsy team immediately via the Services.

No responsibility for vehicles or optional Add-ons

You acknowledge that Outdoorsy is not responsible and shall not be liable for the safety, roadworthiness, or legal status (e.g., whether the vehicle is legally registered or the subject of a stolen vehicle report) of any vehicles shared via the Services beyond our basic policies that require owners to ensure their vehicles are in safe and operable condition, legally registered to be driven on public roads,

not subject to a missing or stolen vehicle report, not subject to any applicable safety recalls, and otherwise satisfy our eligibility requirements. Further, in no event is Outdoorsy responsible whatsoever for the safety or condition or state of operation of any owner-included Add-on, and the owner is solely and completely responsible for such Add-ons and shall fully indemnify Outdoorsy in the event of any losses or claims or injuries resulting from the use of any Add-on.

Incident reporting

Where you elected for a bundle or protection plan when booking a vehicle via the Services, you must immediately (and in any case, within 48 hours) report any damage to the vehicle you are using to Outdoorsy via the Services. You may inform the owners as well, but must inform Outdoorsy. If there has been a collision or damage as a result of suspected criminal conduct, you must also make a report to the police. You will need to use all reasonable efforts to secure evidence from any available witnesses and to provide Outdoorsy 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 Outdoorsy, third-party claims administrators, or insurers. After an incident, you may not continue to use the vehicle unless you have the explicit permission of an Outdoorsy staff member. Failure to timely report an incident or cooperate in an investigation may reduce or invalidate any protection plan received via the Services.

Vehicle theft

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 or occupant to arrest, and civil and/or criminal penalties, and the voiding of your bundle or protection plan:

- If you fail to return the vehicle you booked at the time and place agreed upon with the owner 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 Services
- If the vehicle is returned to any place other than the return location on the reservation or agreed upon with the owner. Any damage to, or loss or theft of, a vehicle occurring prior to the owner inspecting the vehicle upon return at the end of the reservation is the renter's responsibility
- If you misrepresent facts to the owner pertaining to booking, use, or operation of vehicle
- If the vehicle's interior components are stolen or damaged or the vehicle itself is stolen or damaged when the vehicle is left unlocked or running or unattended with the keys not secured during reservation period
- If you fail or refuse to communicate in good faith with the owner, police, Outdoorsy, or other authorities with a full report of any accident or vandalism involving the vehicle or otherwise fail 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 owner, or who misrepresents or withholds facts to/from the owner or Outdoorsy material to the booking, use, or operation of vehicle

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

Repossession.

Outdoorsy, a hired agent of Outdoorsy, or the owner may repossess any vehicle booked through the Services without demand, at the renter'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 Services goes missing and/or is stolen during the reservation period (or an extension period), you must immediately return the original ignition key to the owner, 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 owner, law enforcement, Outdoorsy, and other authorities in all matters related to the investigation.

Specific terms for owners

The following sections also apply if you List and share your vehicle through the Services:

Owner commitments

As an owner, you commit that you will provide a safe and legally registered and insured vehicle, with current license plates, and in good mechanical condition. You will provide such vehicle on time but only to a renter who is listed on the Services as a Verified Driver for the booking. **Outdoorsy reserves to right to modify or cancel a reservation and the details and status of renters and Verified Drivers up until the point of vehicle possession transfer. Therefore, you also commit to re-confirm for yourself the status of the reservation, the renter(s), and all Verified Drivers at the moment of vehicle release (the Key Exchange) to confirm that you still have a valid and active reservation, that the renter is still approved, whether there is a Verified Driver, and that no intervening activity via the Services from the original booking date up to the point of possession transfer has resulted in the reservation being canceled or otherwise changed.** You commit that your Listings will be complete and accurate and you will honor all representations made in your Listings, including honoring the price quoted to a renter. You will not cancel a booking for the purpose of seeking a higher price from any renter. You will not offer any vehicle or optional add-on that you do not yourself own or have authority to share or that may not be shared for compensation pursuant to the terms and conditions of any agreement with a third party, including, but not limited to, a lease or financing agreement. You will not offer any Add-on that is not safe, clean, and acceptable for the use it is intended, and are solely responsible for the safe operability and function of any Add-ons and will indemnify Outdoorsy for any and all claims and damages resulting from any Add-on. You will not offer any vehicle that is the subject of a missing or stolen vehicle report. You will not offer any vehicle that is the subject of a safety recall without first properly addressing the matter subject to the recall. You will not offer a vehicle that is not roadworthy (i.e., not "street legal") in

the location where it is shared and it will not have any illegal modifications to any part of the vehicle. You will remove any firearms or other weapons from your vehicle prior to providing it to a renter.

Information given at registration

When you sign up for Outdoorsy, you will identify vehicle(s) that you want to list for sharing through the Services. Each vehicle must meet the requirements listed in the Services, which Outdoorsy may update from time to time with or without notice. 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 (such as a valid consignment).

Listing on the Services

You are responsible for all Listings you post and content therein. Accordingly, you represent and warrant that any Listing you post and the booking of, or renter use of, the Listed vehicle (i) will not breach any agreements you have entered into with any third parties (including the Listed vehicle's insurance policy), (ii) is in compliance with all applicable state, municipal and federal laws, tax requirements, and rules and regulations that may apply to the Listed vehicle, including, but not limited to, insurance requirements, Department of Motor Vehicle regulations, zoning laws, and laws governing rentals and operation of RVs, and (iii) not conflict with the rights of third parties. Outdoorsy assumes no responsibility for an Owner's compliance with any applicable laws, rules and regulations.

When you create a Listing, you provide information (some optional and some required by Outdoorsy) including pricing, license plate number, registration information, value, location, size, weight, features, calendar availability, current photographs, owner rules, cancellation terms, Add-ons, and other terms. You may also choose to include certain requirements which must be met by the renters who are eligible to rent the Listed vehicle, including, but not limited to, requiring renters to have a profile picture or verified phone number, in order to request a booking. However, Outdoorsy does not attempt to confirm or verify such information.

Outdoorsy does not currently charge fees for the creation of Listings. However, you acknowledge and agree that Outdoorsy reserves the right, in its sole discretion, to charge you for and collect fees from you for the creation of Listings, or for other features of the Services.

Vehicle availability

Once a trip is booked, you must make the vehicle available or deliver the vehicle as agreed with the renter. You must provide the location of the vehicle accurately to Outdoorsy and ensure that the vehicle is available at the identified location at the beginning of the rental period. **In order for a rental period to qualify for an available protection plan, you must verify that a prospective renter has a current, valid driver's license before you provide the renter your vehicle, and ensure the driver's license matches the name on the reservation and that the person picking up the vehicle matches the photograph on a facially valid driver's license. You agree you will only transfer possession of the vehicle (the Key Exchange) to a Verified Driver whose status you also commit to confirming at the moment of transfer of possession. Owners understand that they alone make the ultimate decision on whether a renter or Verified Driver or anyone else requesting possession of the vehicle pursuant to a booking is trustworthy and whether to provide such possession of the vehicle at the Key Exchange.** This includes the owner's responsibility to confirm that the renter and/or Verified Driver is properly licensed for the class of vehicle, vehicle or towing length, or towing weight, and meets any other restrictions or

qualifications that may be required (e.g. CDL or other special licensure requirements). **If a claim is attempted to be made by someone who is not a Verified Driver, such claim will be denied as there is no coverage.**

Vehicle delivery

If the owner offers delivery as part of their Listing, they agree that they will only do so as permitted and where permitted. Owner is solely responsible for confirming the legality and safety of all delivery locations. For example, many National Parks and State Parks do not allow commercial activity to occur within such parks without additional permissions from such parks, and may deem a delivery of a rented vehicle to their park unauthorized commercial activity. **The owner's personal insurance is the primary insurance during any delivery period before a Key Exchange unless other coverage is purchased. All renter liability for damages relating to a delivered rental begins at the Key Exchange, despite what time a delivered rental arrives the place of delivery. Renter liability ends upon the return Key Exchange, despite what time a delivered rental is picked up by the owner. The owner's personal insurance is primary insurance during any delivery period after.** This includes (but is not limited to) tire blowout, damage to the rental, or damage to the property of the facility where the rental is delivered and/or picked up.

Pricing, earnings, and payments

You will have the ability to set and revise the vehicle's pricing as you choose (unless you choose to use any automatic pricing offered via the Services). Outdoorsy will pay you the amount collected from renters that book your vehicle, less the applicable fees payable to Outdoorsy. To the extent you owe Outdoorsy money for any reason, Outdoorsy also reserves the right to deduct those amounts from your earnings payment, debit your bank account, charge any of your payment methods on file, and/or send you an invoice.

Payment Processing.

By creating an Outdoorsy Account, you appoint Outdoorsy as your limited authorized agent solely for the purpose of facilitating payments related to the Services. In accepting appointment as a limited authorized agent, Outdoorsy assumes no liability for any user's acts or omissions.

Each owner agrees that payment of fees made by a renter to through a payment processor (chosen by Outdoorsy in its sole discretion) shall be deemed the same as a payment made directly to the owner. Each owner agrees that Outdoorsy may, in accordance with the cancellation policy selected by the owner and reflected in the relevant Listing, (i) permit the renter to cancel the booking and (ii) refund to the renter that portion of the fees specified in the applicable cancellation policy for that booking.

By using the payment processing functionality of the Services, you agree to any additional terms and conditions required by such payment processor. Further, you authorize Outdoorsy to collect and share with our payment processors your personal information including full name, email address, and financial information for the purpose of processing payments related to the Services. However, you and not Outdoorsy are responsible for the accuracy and completeness of that data. Outdoorsy will provide limited customer support for payment processor account activity related to the Services through our support channels.

Some payment processing services are provided by Stripe and subject to the Stripe Connected Account Agreement, which includes the Stripe Services Agreement (collectively, the "Stripe Terms"). Where you

receive payment proceeds via Stripe, you agree to be bound by the Stripe Terms, which may be modified from time to time. As a condition of Outdoorsy enabling payment processing services through Stripe, you authorize Outdoorsy to obtain all necessary access and perform all necessary activity on your Stripe Connected Account to facilitate sharing of your vehicle. You further agree to provide accurate and complete information about you, and authorize Outdoorsy to share it and transaction information with Stripe for the purposes of facilitating the payment processing services provided by Stripe. Outdoorsy reserves the right to switch payment processing vendors at its discretion. Similarly, if payment processing services are provided by PayPal, Apple Pay, or Google Pay, you agree to be bound by their related services terms and conditions.

Vehicle maintenance

Owners, and not Outdoorsy, are solely responsible for maintenance and safety of their Listed vehicles.

Owners are required to regularly check their Listed vehicles for any defects in their operations or safety, and must be inspected every 90 days with detailed records of these inspections. This includes, but is not limited to, inspecting brakes, tires, and LP gas systems. Tires must be at fifty percent (50%) tread wear or greater for each rental. Owners and renters are both responsible for inspecting all fluid levels including oil and coolant levels at regular intervals, and no shorter than each refueling. Owners and renters are responsible for checking air tire pressure, lug nuts and wheels at each refueling and are responsible for mechanical damages due to negligence in operation and/or maintenance. Outdoorsy reserves the right to request inspection and service records as part of its insurance claims process. 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-written off, 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 Outdoorsy believes that your vehicle does not conform to reasonable standards, Outdoorsy may notify you and reserves the right to remove or decline listing your vehicle until its concerns have been resolved. **Outdoorsy may, but does not commit to, undertake efforts to ensure the safety of vehicles booked through the Services.**

Reporting vehicle damage

The renter's personal insurance is the primary insurance to cover any physical damage to your vehicle. Any claims for damage must be filed by the owner against their renter's personal insurance. If you did not decline a protection plan made available via the Services, and you believe that a renter has caused any damage to your vehicle, **you are required, as soon as you become aware of it (and in any event, no more than 48 hours after the scheduled end of the rental period or before the start of the next rental period, whichever is shorter) to report that damage to Outdoorsy by filing a notice claim in order to potentially recover any amounts not covered by your claim the renter and the renter's personal insurance (which is primary). Note that the 48 hour photograph requirement must still be met at the time of seeking any coverage.** You must provide reasonable cooperation in the investigation of the damage so that it can be eligible for any Outdoorsy excess coverage. Based on the investigation, Outdoorsy or third-party claims administrators will reasonably determine whether the damage occurred during the rental period and is eligible for any excess coverage. If it was, and you did not decline a protection plan made available via the Services, you may be reimbursed for the loss as described in the sections below to the extent not covered by the renter's personal insurance, which is primary. If Outdoorsy is not given notice of the damage and claim as described in this paragraph, or if you do not

provide reasonable cooperation in the investigation by Outdoorsy or third-party claims administrators, we may deny any coverage. In that case, you agree that we may decline any reimbursement or coverage for such damage. **Please also reference the 48 hour pre- and post-trip inspection and photography requirements as these could materially impact your ability to make a claim for Outdoorsy excess coverage.**

Liability insurance

All owner protection plans offered on the Services include excess coverage under a third-party automobile liability insurance policy(s) issued to Outdoorsy by carriers selected by Outdoorsy from time to time, or as otherwise required by the law of a particular jurisdiction.

Physical damage to your vehicle

Physical damage reimbursement (US).

The protection plans available to owners also address the allocation of financial consequences of physical damage to the rented vehicle during a rental period. Physical damage contractual reimbursement from Outdoorsy applies to your vehicle in the event of a collision and to most comprehensive events during the trip, and is subject to terms and exclusions.

Actual cash value.

If Outdoorsy, or third-party claims administrators, choose to pay you the actual cash value for your vehicle, you will be required to transfer title to the vehicle to Outdoorsy or a third party appointed by Outdoorsy to accept title. The standard for determining the actual cash value will be as determined by Outdoorsy or its third-party claims administrators and in compliance with applicable law.

Exclusions to physical damage reimbursement and coverage.

Protection plans and excess coverage protection on the Services do not apply to:

- Vehicles without clean title (e.g., for coverage the vehicle must have a non-salvaged/non-branded/non-washed/non-written off) may not be covered
- Optional Add-ons or personal property, including aftermarket installations (e.g., equipment racks), that are taken from your vehicle or damaged during a trip. Further, in no event is Outdoorsy responsible whatsoever for the safety or condition or state of operation of any owner-included Add-on, and **the owner is solely and completely responsible for such Add-ons and shall fully indemnify Outdoorsy in the event of any losses or claims or injuries resulting from the use of any Add-on.** Remove all personal property before making your vehicle available for a reservation
- Normal wear and tear to your vehicle
- If you violate the Agreement, these Terms, or any of our Policies or if you submit inaccurate information about your vehicle when listing it on the Services (for example, falsely represent the make, model, or year of the vehicle), **any protection plan you selected will be voided.** A protection will be voided under this provision even if the underlying circumstances are not directly related to the damage or harm at issue. You acknowledge that these provisions are material and that they serve to ensure your compliance. In the event your protection plan is voided, the remainder of the Agreement, these Terms, and our Policies remain in effect.

Other owner-specific insurance matters.

You will maintain valid and up to date registration information and proof of insurance in any vehicle you share on the Services. You must maintain your own auto insurance policy for any vehicle you list on the Services and such policy must meet any minimum insurance levels required by law. You agree to provide Outdoorsy with information regarding your auto insurance policy as may be requested and to keep such information up to date. Where not prohibited by law, you hereby appoint Outdoorsy or a wholly owned subsidiary of Outdoorsy 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, renters, or private entities to recover your vehicle, as necessary.

Missing vehicles

If you selected a protection plan via the Services and your vehicle goes missing, is not returned, and/or is stolen during the reservation period (or extension period), you, as the owner, must immediately contact an Outdoorsy representative and follow his or her instructions, including cooperating with Outdoorsy, the police, and any other authorities in all related to the investigation of the theft. If you are instructed by Outdoorsy to file a police report, you must do so within 24 hours of receiving those instructions.

Indemnification of owner

If you selected a protection plan via the Services, in the event of any claim for a loss or injury that occurs during the use of your vehicle by a renter (or by Outdoorsy itself), subject to your compliance with these Terms and the Policies, Outdoorsy or its insurers may defend and indemnify you, subject to any exclusions or limitations in the excess policy or policies of insurance contained with the protection plan, against such claims as required by applicable law. In connection with any indemnified claim, you are required to give Outdoorsy prompt written notice of the claim (48 hours or before the next rental period, whichever is shorter), allow Outdoorsy sole control over the defense of the claim, and provide Outdoorsy reasonable cooperation in its defense of the claim, at Outdoorsy's expense. If Outdoorsy or its insurers reimburses you for a lost or damaged vehicle and you later receive payment for some or all of your vehicle from the renter or a third party (e.g. a third party insurance company or restitution), you must reimburse Outdoorsy any monies received from that renter or third party in an amount equivalent to, but not to exceed, the funds provided to you by Outdoorsy.

Dispute resolution

Dispute resolution for owners and renters residing in the United States

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS A MANDATORY ARBITRATION PROVISION AND THEREFORE AFFECTS YOUR RIGHTS AND GOVERNS HOW CLAIMS YOU AND OUTDOORSY HAVE AGAINST EACH OTHER ARE RESOLVED.

Subject to applicable law, the Parties agree that any disputes or claims between us relating in any way to, or arising out of, this or previous versions of these Terms, your use of or access to the Services, or any breach, enforcement, or termination of the Agreement will be resolved in accordance with the provisions set forth in this Dispute resolution for owners and renters residing in the United States section.

Pre-arbitration dispute resolution.

Should a dispute or claim arise between us, you and Outdoorsy agree to notify the other Party of the nature of the dispute or claim prior to initiating arbitration, and the Parties will attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact us by email at legal@outdoorsy.com. Please provide your name, phone number, email, mailing address, and briefly describe both the nature of your dispute and the relief you would like from Outdoorsy. If the Parties are unable to resolve the claims described in the notice within 30 days after the notice is sent, then the Party desiring to pursue arbitration agrees to notify the other Party via email of such desire and intent to initiate an arbitration. In order to initiate arbitration, a claim must be filed with either FairClaims (provided that FairClaims may require that a non-Outdoorsy party wishing to initiate the arbitration process do so via Outdoorsy) or the American Arbitration Association ("AAA") as set forth below, pursuant to the FairClaims Rules or AAA's Consumer Arbitration Rules, as appropriate. A form for initiating arbitration proceedings is available on the FairClaims website or AAA's website. (AAA provides a Demand for Arbitration form.) Any settlement offer made by you or Outdoorsy shall not be disclosed to the arbitrator.

Applicable law.

The below Agreement to Arbitrate evidences a transaction involving interstate commerce and is therefore governed by the Federal Arbitration Act and the applicable procedural rules of FairClaims or AAA, as applicable (see "Arbitration procedures" below). To the extent state law is applicable to the Agreement to Arbitrate, the Parties agree that the substantive law of the state of Texas will apply, without regard to its conflict of law provisions.

Agreement to Arbitrate.

The Parties each agree that any and all disputes, claims, or controversies that have arisen or may arise at any time between you and Outdoorsy (including its respective subsidiaries, employees, officers, directors, agents, third-party insurance brokers or products, and third-party claims administrators) will be resolved by binding arbitration according to the procedure set forth below. For the purpose of this Agreement to Arbitrate, "disputes," "claims," and "controversies" shall have the broadest possible meaning that will be enforced and includes, any and all disputes and/or claims that arise out of or in any way relate to your relationship with Outdoorsy, including but not limited to: (1) your use of the Services, (2) the Agreement, these Terms and/or this Agreement to Arbitrate, including the interpretation, validity, enforceability, or scope of this Agreement to Arbitrate, or (3) your use of, or access to the Services, and anything sold, offered, or purchased through the Services (such as booking, listing, or sharing a vehicle). Through this Agreement to Arbitrate, and subject to the below exceptions, the Parties intend to arbitrate all disputes or claims regardless of whether they are based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory and regardless of whether they arose or accrued before the Parties entered into this Agreement to Arbitrate. For avoidance of doubt, the Parties expressly agree that this Agreement to Arbitrate encompasses all disputes or claims pertaining to the validity, enforceability, or scope of this Agreement to Arbitrate and any such disputes or claims will be referred to binding arbitration and will be resolved by the arbitrator and not a court.

Exceptions to Agreement to Arbitrate

The only exceptions to this Agreement to Arbitrate are as follows:

- Disputes or claims that can be brought in small claims court
- Injunctive or equitable relief to prevent the actual or threatened infringement, misappropriation, or violation of a Party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. However, the Parties agree that any court proceedings shall be stayed pending the final resolution in arbitration of any arbitrable claims or issues
- Any cause of action or claim for relief which cannot be arbitrated as a matter of applicable statute or public policy. However, the Parties agree that any such court proceedings shall be stayed pending the final resolution in arbitration of any arbitrable claims or issues
- In the event California law is found to apply to this Agreement to Arbitrate, any remedy of public injunctive relief (i.e., injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public). However, the Parties agree that any such court proceedings shall be stayed pending the final resolution in arbitration of arbitrable claims, causes of action, or issues

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.

The arbitration will be conducted by FairClaims in accordance with its Arbitration Rules and Procedures effective at the time a claim is made. Where the relief sought is \$100,000 or less (not including attorneys' fees and expenses), those Arbitration Rules and Procedures may limit the proceeding to a written submission and, if requested or at the arbitrator's discretion, there may be a live hearing by teleconference or videoconference. Where the relief sought is \$100,001 or more (not including attorneys' fees and expenses), those Arbitration Rules and Procedures may provide for limited discovery and streamlined proceedings. In the event FairClaims declines to or is unable to adjudicate the claim, the arbitration will be conducted by the AAA under its Commercial Arbitration Rules, as modified by this Agreement to Arbitrate.

In all cases in which a live hearing is requested or required, you and/or Outdoorsy may attend by video or phone. To the extent a location must be established for the arbitration, it shall be held in the county in which you reside or at another mutually agreed location.

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 Outdoorsy 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.

Where permitted, the Parties agree that all communications, evidence, and rulings in the arbitration will remain confidential, except as reasonably necessary to enforce or implement such rulings or this Agreement to Arbitrate.

Costs of arbitration.

If you initiate arbitration proceedings, you will be responsible for certain costs. Where the relief sought is \$100,000 or less (not including attorneys' fees and expenses), you will be responsible for the initial

filing fee, capped at \$375, and Outdoorsy will cover any additional fees or costs. Where the relief sought is \$100,001 or more (not including attorneys' fees and expenses), you and Outdoorsy will each pay your own arbitration fees consistent with the rules set by FairClaims (or AAA, as applicable) at the time the claim was made, unless otherwise stated in these Terms.

Severability.

With the exception of the provisions in the below section "Prohibition of class and representative actions and non-individualized relief," if an arbitrator or court decides that any part of the Agreement to Arbitrate is invalid or unenforceable, the other parts of the Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in the 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, these Terms, and dispute resolution section will continue to apply.

Right to opt-out of arbitration; procedure.

IF YOU ARE A NEW OUTDOORSY USER, YOU CAN CHOOSE TO OPT-OUT OF THE AGREEMENT TO ARBITRATE BY EMAILING US AN OPT-OUT NOTICE TO ARBITRATIONOPTOUT@OUTDOORSY.COM ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE RECEIVED WITHIN 30 DAYS AFTER THE DATE YOU ACCEPT THESE TERMS FOR THE FIRST TIME OR THE COMMENCEMENT OF YOUR FIRST TRIP ON OUTDOORSY AS A RENTER OR OWNER, WHICHEVER DATE IS EARLIEST. In order to opt-out, you must email your full name, address (including street address, city, state, and zip/postal code), and email address(es) associated with your Outdoorsy Account to arbitrationoptout@Outdoorsy.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 provisions of the Agreement will continue to apply to you, including the below forum selection clause specifying Austin, Texas.

Future amendments to the Agreement to Arbitrate.

Notwithstanding any provision in these Terms to the contrary, the Parties agree that if Outdoorsy makes any amendment to the Agreement to Arbitrate in the future, that amendment shall not apply to any claim that you filed against Outdoorsy 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 the Parties. If you do not agree to the amended terms, you may close your account within 30 days of our posting or notification and you will not be bound by the amended terms; provided that the Parties will arbitrate any dispute in accordance with the provisions of the Agreement to Arbitrate 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 Outdoorsy, you do NOT need to submit another one when these Terms are subsequently updated. Your first Opt-Out Notice will serve as a valid as to future versions of these Terms.

Judicial forum for legal disputes not subject to arbitration.

Unless the Parties agree otherwise, in the event that the Agreement to Arbitrate is found not to apply to you or to a particular claim or dispute, whether (1) as a result of your decision to opt out of the Agreement to Arbitrate, (2) as a result of a decision by the arbitrator or a court order, or (3) if one of the above exceptions to the Agreement to Arbitrate applies, you agree that any claim or dispute that has arisen or may arise between the Parties will be resolved exclusively by a state, federal, or small claims court located in Austin, Texas. The Parties agree to submit to the personal jurisdiction of a state court

located in Travis County, Austin, Texas or a United States District Court for the District of Texas located in Austin, Texas. The Parties agree that the substantive law of the state of Texas will apply to any such claim or dispute without regard to conflict of law provisions.

Prohibition of class and representative actions and non-individualized relief.

THE PARTIES 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, WHETHER IN COURT OR ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT OR 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 COURT OR 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, SUBJECT TO THE ABOVE EXCEPTION ALLOWING PUBLIC INJUNCTIVE RELIEF TO BE SOUGHT IN COURT BUT ONLY IF THAT EXCEPTION IS FOUND TO APPLY.

Dispute resolution for owners and renters residing in Canada

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

Resolution of disputes.

If a dispute arises between the Parties and you are a resident of Canada, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. We strongly encourage you to first contact us. We will consider reasonable requests to resolve the dispute through more informal means. If we are unable to resolve the dispute in such manner, the Parties agree that we will resolve any claim or controversy at law or equity that arises out of the Agreement or the Services in accordance with the "arbitration option" described below or as the Parties otherwise agree in writing.

Arbitration Option.

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than CAD\$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 for 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: (1) the arbitration shall be conducted by phone, videoconference, and/or be solely based on written submissions, the specific manner shall be chosen by the Party initiating the arbitration, (2) the arbitration shall not involve any personal appearance by the Parties or witnesses unless otherwise mutually agreed by the Parties, and (3) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Law and forum for disputes.

The laws of the Province of Ontario and the applicable federal laws of Canada shall govern the Agreement and any dispute or claim you have against Outdoorsy 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 Outdoorsy 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 above. 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.

Dispute resolution for owners and renters residing outside the United States or Canada

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS THE PARTIES HAVE AGAINST EACH OTHER ARE RESOLVED. Regardless of where you reside, if you bring an action against Outdoorsy in the United States, the section above entitled "Dispute resolution for owners and renters residing in the United States" will govern that dispute.

Resolution of disputes.

If a dispute arises between the Parties, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. We encourage you to contact us directly to seek a resolution via the Services or at legal@outdoorsy.com. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. For resolving disputes related to trips originating in the United Kingdom, you can learn more [here](#).

Governing law and forum for disputes.

The laws of the United States shall govern the Agreement and any dispute or claim you have against Outdoorsy in all respects if you reside anywhere other than the United States or Canada. You and Outdoorsy both agree to submit to the non-exclusive jurisdiction of the United States courts.

General provisions

Termination

You may discontinue your use of the Services at any time and Outdoorsy may terminate your access to the Services and remove any listings for any reason or no reason to the extent permissible under applicable law. Termination of access to the Services will not release a Party from any obligations it incurred prior to the termination and Outdoorsy may retain and continue to use any information, including but not limited to photography, previously provided by you. Termination of the Agreement will not have any effect on the disclaimers, waiver or liability limitations, or legal disputes provisions under the Agreement and/or any fees due, and all of those terms will survive any termination of the Agreement.

No vehicle transfer or assignment

Except as otherwise provided herein, renters and owners agree that nothing in these Terms constitutes an actual or purported transfer or assignment of any right or interest in a vehicle or optional Extras shared through the Services.

Disclaimers

OUTDOORSY PROVIDES SERVICES THAT ENABLE THE SHARING OF VEHICLES AND OPTIONAL ADD-ONS BETWEEN OWNERS AND RENTERS. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, OUTDOORSY DOES NOT ITSELF PROVIDE VEHICLE SHARING, 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 MANUFACTURER OF THE VEHICLE OR ANY OPTIONAL EXTRAS, 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, OUTDOORSY 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.**

Outdoorsy makes no warranty that the Services, including, but not limited to, the Listing and/or any vehicle or optional Add-on, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Outdoorsy makes no warranty regarding the quality of any listings, vehicles, owners, renters, Add-ons, 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 Outdoorsy or its service providers or through the Services or content, will create any warranty not expressly made herein.

Limitation of liability and waiver

YOU WAIVE AND DISCHARGE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST OUTDOORSY AND ANY OF ITS SUBSIDIARIES, DIRECTORS, OFFICERS, AGENTS (INCLUDING THIRD-PARTY ADMINISTRATORS, INSURANCE PRODUCERS, AND INSURANCE PROVIDERS), OR EMPLOYEES (TOGETHER, THE "OUTDOORSY PARTIES") AND ANY OUTDOORSY USER FOR ANY DAMAGES OR LOSSES, WHETHER DUE TO NEGLIGENCE OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE FOLLOWING: (1) VEHICLE AVAILABILITY (E.G., A VEHICLE NOT BEING AVAILABLE OR RETURNED WHEN IT WAS SUPPOSED TO BE), (2) PROBLEMS WITH A VEHICLE (E.G., ANY MALFUNCTION OF OR DEFICIENCY WITH A VEHICLE), (3) VEHICLE WARRANTY ISSUES (E.G., ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY ANY MANUFACTURER OR OTHER THIRD PARTY ASSOCIATED WITH THE VEHICLE), (4) THE LEGAL OR LICENSE STATUS OF A VEHICLE, OWNER, OR RENTER, (5) THIRD PARTY ASSESSMENTS OF A VEHICLE'S VALUE, OR (6) ANY ACTION OR INACTION OF AN OWNER OR RENTER.

YOU AGREE THAT NEITHER OUTDOORSY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, DATA, OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR CONNECTION WITH THE FOLLOWING: (1) THE AGREEMENT, (2) THE SERVICES (INCLUDING LISTING OR BOOKING OF ANY VEHICLE OR OPTIONAL EXTRA VIA THE SERVICES), OR (3) INABILITY TO USE THE SERVICES.

Except for our obligations to pay amounts to applicable owners or renters pursuant to these Terms, including an approved payment request or claim under a protection plan or applicable insurance policy, in no event will the Outdoorsy Parties' aggregate liability arising out of or in connection with the Agreement or your use of the Services, exceed the greater of (1) the amounts you have paid or owe for bookings via the Services as a renter in the twelve month period prior to the event giving rise to the liability, or if you are an owner, the amount earned by you in the 12 month period prior to the event giving rise to the liability, or (2) US\$100.

YOU ALSO WAIVE AND DISCHARGE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST ANY OUTDOORSY USER FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES UNLESS (1) YOU ARE AN OWNER WHO HAS DECLINED A PROTECTION PLAN VIA THE SERVICES AND ARE MAKING A CLAIM AGAINST A RENTER WHO BOOKED A VEHICLE FOR WHICH YOU OPTED TO PROVIDE YOUR OWN COMMERCIAL/RENTAL INSURANCE OR COVERAGE TO THE RENTER, OR (2) YOU ARE A RENTER WHO BOOKED A VEHICLE FROM AN OWNER WHO OPTED TO DECLINE A PROTECTION PLAN VIA THE SERVICES AND SUCH OWNER OPTED TO PROVIDE INSURANCE OR PROTECTION DIRECTLY TO YOU AND YOU ARE MAKING A CLAIM AGAINST THAT COMPANY/OWNER.

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."

THE ABOVE LIMITATIONS OF LIABILITY AND WAIVER PROVISIONS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN OUTDOORSY AND YOU. THEY SHALL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ANY ASPECTS OF THEM THAT ARE DEEMED VOID OR UNENFORCEABLE SHALL BE SEVERED WHILE LEAVING THE REMAINDER IN EFFECT.

Indemnification

You agree to release, defend, indemnify, and hold Outdoorsy 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: (1) your access to or use of the Services, (2) your violation of these Terms, (3) your user content, (4) your interaction with any other user of the Services, or (5) your booking of a vehicle or creation of a listing for a vehicle. Such indemnification includes but is not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) arising in connection with or as a result of a booking, sharing, or use of a vehicle or optional Add-on. This indemnification provision is a fundamental element of the basis of the bargain between Outdoorsy and you. It shall apply to the extent permitted by applicable law, and any aspects of it that are deemed unenforceable shall be severed while leaving the remainder in effect.

Liquidated damages

You acknowledge that the actual damages likely to result from your breaches of the Agreement by any of the following are difficult to estimate accurately and would be difficult for Outdoorsy to prove with certainty: (1) engaging in gray market transactions, as defined in these Terms, (2) using the Outdoorsy domains, trademarks, or taglines without Outdoorsy's express consent, including without limitation registering website domains or social media handles, or bidding on online advertising key words, (3) suing or asserting legal claims against the Outdoorsy Parties or a Outdoorsy user in any manner prohibited or waived herein, (4) as an owner, sharing your vehicle via the Services with expired registration stickers or without current registration paperwork in the vehicle, (5) as an owner, offering any vehicle that is the subject of a missing or stolen vehicle report, (6) as an owner, offering any vehicle or releasing a vehicle to a renter that is not roadworthy or is otherwise in an unsafe condition, (7) as an owner, cancel or modify a trip to manipulate the price or potential earnings for a vehicle, or (8) creating or using an Outdoorsy Account that has the effect of circumventing Outdoorsy's suspension, termination, or closure of another Outdoorsy Account. **You will pay Outdoorsy \$5,500 per breach in**

Liquidated Damages to compensate Outdoorsy for any such conduct. This amount is not intended as a punishment for any such breach, but rather as a reasonable estimate where actual damages are difficult to estimate accurately and/or prove with certainty. This liquidated damages provision is a fundamental element of the basis of the bargain between Outdoorsy and you. It shall apply to the extent permitted by applicable law, and any aspects of it that are deemed unenforceable shall be severed while leaving the remainder in effect.

[Recreation.gov referral](#)

If you were referred to Outdoorsy through the website located at www.recreation.gov, you hereby acknowledge and agree that such referral was provided for your convenience only, and that neither the United States Federal Government (including any agency, instrumentality, employee or contractor thereof) nor any third party engaged in the design, development, operation or support of such website (including any employee or contractor thereof): (i) are a party to any transaction between you and Outdoorsy; (ii) have any right, ability or obligation to control any aspect of Outdoorsy's business operations, including the provision of products or services to you; and (iii) shall have any liability or obligation of any kind to you or any third party with respect to any loss, damage, injury, liability or expense that may be incurred in connection with any actual or prospective transaction or other interaction you may have with Outdoorsy.

[Not a rental car company](#)

Outdoorsy 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. Outdoorsy provides an online platform where vehicle owners and those in need of a vehicle can meet and share vehicles amongst themselves subject to these Terms.

[Rounding off](#)

Outdoorsy may, in its sole discretion, round up or down amounts that are payable from or to owners or renters to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest dollar, euro, pound, or other supported currency) unless explicitly prohibited under applicable law.

[Contact us](#)

If you have any questions about these Terms, please contact Outdoorsy Support via a [support ticket](#).

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Consumer Information Center of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at 1-800-952-5210.

[Translations](#)

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

[Export Control and Restricted Countries](#)

By using the Services, you represent and warrant that (i) neither you nor your vehicle is located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S.

Government as a “terrorist supporting” country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. Outdoorsy does not permit Listings associated with certain countries due to U.S. embargo restrictions.

Governing law

The parties agree that the substantive laws of the state of Texas apply to these Terms and the Agreement without regard to conflict of law provisions.

Severability and non-waiver

In the event any provision of these Terms is held to be void, voidable, or unenforceable, the remaining provisions shall remain in full force and effect. The failure of any Party to enforce any provision of these Terms shall not be construed to be a waiver of such provision, or any other provision, nor in any way to affect the validity of these Terms or any part of these Terms, or any right of any Party to enforce that provision or each and every other provision at any time. No waiver of any breach of these Terms shall constitute or be deemed a waiver of any other breach.

General

Outdoorsy 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 Outdoorsy and Outdoorsy will not make commitments on your behalf, except as contemplated by the Services or expressly stated in these Terms.

The Agreement, including these Terms, states the entire understanding between you and Outdoorsy concerning your access to and use of the 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 Outdoorsy. You will remain responsible for your obligations hereunder in any event. An Outdoorsy Director or Officer must agree to any modification or waiver of any term of the Agreement in writing. Headings are for reference purposes only and do not limit the scope or extent of such section.