

## **Terms of Use**

Camper Seeker LLC (DBA RVThereYet.com) provides an online platform that connects “Owners” of RVs listed on our website (RVThereYet.com) (the “Site”) with “Renters” seeking to book those RVs (the “Services”).

These terms of use constitute a legally binding agreement between you and Camper Seeker LLC (DBA RVThereYet.com) (hereinafter, “Camper Seeker LLC (DBA RVThereYet.com)”, “we,” “us,” or “our”) governing your use of the Services and Site (“Terms”). Owners are encouraged to review the Owner Policies before listing on Camper Seeker LLC (DBA RVThereYet.com) and Renters are encouraged to review the Renter Policies, both of which are incorporated into the Terms by reference. By accessing and/or using this Site, you accept and agree to be bound by these Terms. You are not permitted to use the Site or Services unless you agree to these Terms. Your use of the Site constitutes acceptance of these Terms and those of Camper Seeker LLC (DBA RVThereYet.com)’ third-party service providers (as described below), so please read them closely.

### **Services Provided by Camper Seeker LLC (DBA RVThereYet.com) and Relationship to Third Party Sites**

Owners submit information to Camper Seeker LLC (DBA RVThereYet.com) about their RV. We create listings on behalf of Owners, and handle all rental inquiries on behalf of Owners. Renters may learn about and book RV using our Services. Once a connection has been facilitated by us, the rental takes place directly between the Owner and Renter.

When requesting a listing on Camper Seeker LLC (DBA RVThereYet.com), Owners also receive a secondary listing on Outdoorsy ([www.outdoorsy.co](http://www.outdoorsy.co)), which uses Wheelbase ([www.wheelbasepro.com](http://www.wheelbasepro.com)) rental management software. So, when Renters book a camper RV through Camper Seeker LLC (DBA RVThereYet.com)), the transaction is processed by Outdoorsy as a third-party service provider to Camper Seeker LLC (DBA RVThereYet.com). By using the Services, you expressly agree to Outdoorsy’s and Wheelbase’s terms of service (available at [www.outdoorsy.co/help/article/terms-of-service/](http://www.outdoorsy.co/help/article/terms-of-service/)) (“Outdoorsy’s Terms”).

You understand and agree that your obligations under Outdoorsy’s and Wheelbase’s terms and conditions supplement your obligations under Camper Seeker LLC (DBA RVThereYet.com) Terms. Additionally, nothing in Outdoorsy’s or Wheelbase’s terms and conditions acts as a waiver by Camper Seeker LLC (DBA RVThereYet.com) or otherwise relieves you of any obligation under Camper Seeker LLC (DBA RVThereYet.com) Terms. If there is a direct conflict between Camper Seeker LLC (DBA RVThereYet.com) Terms and those of Outdoorsy and/or Wheelbase, Camper Seeker LLC (DBA RVThereYet.com)’ Terms prevail.

Camper Seeker LLC (DBA RVThereYet.com) does not own, rent, re-rent, or otherwise control the camper RVs listed on the Site. We simply connect Owners and Renters. Accordingly, you understand and agree that Camper Seeker LLC (DBA RVThereYet.com) is not a party to any agreements entered into between Owners and Renters, nor is Camper Seeker LLC (DBA RVThereYet.com) an insurer. Camper Seeker LLC (DBA RVThereYet.com) has no control over the conduct of Owners, Renters, and third-party service providers and disclaims all liability for claims or damages arising from or related to Owner, Renter, or third-party service providers’ conduct.

### **Modifications and Changes**

Camper Seeker LLC (DBA RVThereYet.com) reserves the right, at its sole discretion, to modify the Services or to modify these Terms at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or provide you with notice of the modification. By accessing the Site or using the Services after we have posted a modification on the Site or have provided you with other notice of a modification, you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to stop accessing the Site and using the Services.

**Disclosure of Personal Information.** We may disclose your Personal Information and any other information we collect about you:

- When required to do so by law, for example, in response to a court order or a subpoena;
- To law enforcement agencies or other public agencies (including schools or child services) in response to their request(s) or if we believe that such disclosure may prevent the instigation of a crime;
- As we deem necessary to protect the Site, our Users (including you), our property and our personnel, including as necessary to enforce the Terms; and
- To a prospective purchaser of Camper Seeker LLC (DBA RVThereYet.com) acquiring all or most of the assets relating to Camper Seeker LLC (DBA RVThereYet.com), to the extent permitted by laws.
- We may disclose to third parties certain aggregate information contained in your User profile or account or other aggregated, anonymous information (such as that collected automatically) as we deem appropriate for our internal business purposes, including improving the Site and adding or modifying features.

**Opting Out.** If you want to review, delete, or modify any of your Personal Information, or if you want to stop receiving promotional or commercial communications from us, you may do so by contacting us at [Info@RVThereYet.com](mailto:Info@RVThereYet.com). Please be sure to clearly indicate your contact and data privacy preferences. Also, please include the email address you used with the Site and/or provided the information to help us verify your request. You may notify us about your preferences at any time by email.

**Security.** We use reasonable technological and procedural measures to protect the Personal Information you provide. We take protection of your Personal Information seriously; however, we cannot guarantee the safety or privacy of your Personal Information. You acknowledge, agree and understand that communication via the Internet, and security measures in connection with such communication, are not failsafe or foolproof, and there is always a possibility that data, including Personal Information, may be lost or intercepted by unauthorized parties during such transmission or after receipt. You agree that Camper Seeker LLC (DBA RVThereYet.com) has no liability whatsoever in connection with such lost or intercepted data. To learn more about how to protect yourself online, we encourage you to visit the website [www.onguardonline.gov](http://www.onguardonline.gov).

### **Our Policy Toward Children**

You're certainly welcome to take your kids along on your trip, but the Site and Services are not directed to individuals under the age of 30. In order to adhere to the Children's Online Privacy Protection Act, we will not knowingly collect any Personal Information from individuals under 13. If a parent or guardian becomes aware that his or her child has accessed the Site or provided us with Personal Information without the parent's or guardian's consent, he or she should contact us. If we become aware that a child under 13 has provided us with Personal Information, we will remove such information from our files. By using this Site, you represent and warrant to us that you are permitted under the applicable rules, regulations, statutes, agency or court decisions or other acts of government to access this Site.

### **Use of the Services**

#### **Renters**

When you rent an RV through the Site, you warrant and represent the following:

- You hold a current, valid (non-temporary) U.S. issued driver's license, or, if you hold a foreign-issued driver's license, you can provide your passport and a photograph of your foreign license.

- You are at least 25 years of age.
- You have been a U.S. or foreign-licensed driver for at least three years.
- You understand that RVs require more skill and expertise to operate safely than a passenger car, that a RV requires more clearance above, in front of, behind, and beside it to operate safely, and you must use mirrors and direct visual verification to maintain knowledge of the location of adjacent vehicles and obstacles on the roadway.

And, you agree to the following:

- You will provide complete and accurate Personal Information (including your Driver's License information) for use of the Services, as well as for DMV Verification through Outdoorsy.
- If you have two or more major moving violations or any DUIs on your record, Camper Seeker LLC (DBA RVThereYet.com) or Outdoorsy may prohibit you from booking a RV through the Services. If you fail the DMV check you will receive a full refund from Camper Seeker LLC (DBA RVThereYet.com).
- You are solely responsible for the passengers on board your RV as well as the conduct of those passengers, and you will confirm that both the driver and passengers are properly using seat belts while the vehicle is in motion.
- You will comply with Outdoorsy's Terms, including for rental liability, damage to RVs, maintenance and breakdown, right of possession, hauling and delivery, and other general requirements.

### **Owners**

When you list a RV on the Site, you represent and warrant the following:

- The information you provide about the RV to be listed is truthful and accurate, including, but not limited to, the value, location, size, features, availability, pricing, and add-ons offered. Renters will be able to rely on the information in your listing when booking and using your RV via the Site and Services.
- Any listing created by you or on your behalf (i) is complete and accurate, including with respect to the characteristics of your RV; (ii) will not breach any agreements you have entered into with any third parties and (iii) will (a) be in compliance with all applicable laws, tax requirements, and rules and regulations that may apply to any vehicle included in a listing you request, including, but not limited to, insurance requirements, Department of Motor Vehicle regulations, zoning laws, and laws governing rentals and operation of RVs and (b) not conflict with the rights of third parties.

And, you agree to the following:

- Your listings may be made publicly available on the Site and Wheelbase or Outdoorsy's website. By creating a listing, you grant Camper Seeker LLC (DBA RVThereYet.com) a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of your listing content in connection with the Services and to promote Camper Seeker LLC (DBA RVThereYet.com), your listing, or the Services in general, in any formats and through any channels, including across any Camper Seeker LLC (DBA RVThereYet.com) or third-party website or advertising medium. We claim no ownership rights in your content.
- You are responsible for any and all listings created by you or on your behalf, and it is your responsibility to check the accuracy of all such listings.
- Camper Seeker LLC (DBA RVThereYet.com) does not act as an insurer or as a contracting agent for you as an Owner. If a Renter requests a booking of your RV and uses your RV, any agreement you enter into with the Renter is between you and the Renter and Camper Seeker LLC (DBA RVThereYet.com) is not a party thereto.

- You are solely responsible for determining your applicable tax reporting requirements in consultation with your tax advisors, including any applicable taxes to be collected or obligations relating to applicable taxes in your listing(s). Camper Seeker LLC (DBA RVThereYet.com) does not offer tax-related advice.

### **Outdoorsy as Payment Agent**

By using the Services, each Owner and Renter appoints Outdoorsy as their limited agent solely for the purpose of collecting payment from each Renter on behalf of each Owner as provided in Outdoorsy's Terms.

### **Confirmed Bookings**

The Owners, not Camper Seeker LLC (DBA RVThereYet.com), are solely responsible for honoring any confirmed bookings and making available any vehicles reserved through the Services. If you, as a Renter, choose to enter into a transaction with an Owner for the booking of a RV, 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 renting the RV as imposed by the Owner. You acknowledge and agree that you, and not Camper Seeker LLC (DBA RVThereYet.com), will be responsible for performing the obligations of any such agreements, that Camper Seeker LLC (DBA RVThereYet.com) is not a party to such agreements, and that, with the exception of its obligations hereunder to pay rental Fees to the applicable Owner, Camper Seeker LLC (DBA RVThereYet.com) disclaims all liability arising from or related to any such agreements.

### **Security Deposits**

Owners may choose to include a security deposit requirement in their listings. Outdoorsy will obtain pre-authorization of the Renter's credit card according to Outdoorsy's terms. Camper Seeker LLC (DBA RVThereYet.com) does not administer or accept claims by Owners related to security deposits and disclaims any and all liability in this regard.

### **Fees**

General information about rental rates can be found here [www.rvthereyet.com](http://www.rvthereyet.com). Specific information about rental costs are defined in individual rental contracts between Renters and Owners.

Outdoorsy deducts service fees from Renters' payments to Owners for confirmed bookings and remits the remainder to Camper Seeker LLC (DBA RVThereYet.com) according to Outdoorsy's Terms. Camper Seeker LLC (DBA RVThereYet.com) in turn remits the remainder to Owners according to Camper Seeker LLC (DBA RVThereYet.com)' Owner Policies.

### **Insurance**

Renters may purchase insurance from Camper Seeker LLC (DBA RVThereYet.com) and/or Outdoorsy as provided in Camper Seeker LLC (DBA RVThereYet.com)' and Outdoorsy's respective Terms. Renters are responsible for all damages or expenses related to the RV rental, including damage to the vehicle, missing equipment, down time, theft, vandalism, and the RV Owner's administrative expenses connected with loss irrespective of the cause of damage or loss or the negligence or lack thereof of Renter. Renters and Owners should complete a walk-through of the rental, noting any and all defects or damage prior to Renter's pick-up and drop-off.

### **Cancellations and Refunds**

If, as a Renter, you wish to cancel a confirmed booking made via the Services, Camper Seeker LLC (DBA RVThereYet.com)' Renter Policies regarding cancellations and refunds will apply to such cancellation. If an Owner cancels a confirmed booking made via the Services, Camper Seeker LLC (DBA RVThereYet.com) will refund RV payments to the applicable Renter.

### **Links to Other Sites**

The Site may contain links to or from third-party sites (“Linked Sites”). These links are provided for convenience and Camper Seeker LLC (DBA RVThereYet.com) has no control over the content of Linked Sites, and Camper Seeker LLC (DBA RVThereYet.com) does not assume any obligation to review Linked Sites. Camper Seeker LLC (DBA RVThereYet.com) does not endorse, approve, or sponsor any Linked Sites, or any content, information, or other items on or available on or from them, and Camper Seeker LLC (DBA RVThereYet.com) disclaims all liability in connection therewith. Any activity you engage in on or in connection with a Linked Site is subject to the terms and conditions of the Linked Site and Camper Seeker LLC (DBA RVThereYet.com) disclaims all liability in connection therewith.

### **Copyright Claims**

Camper Seeker LLC (DBA RVThereYet.com) will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act (“DMCA”), as set forth below. If you own copyrights in a work and believe that your intellectual property rights in that work have been infringed by an improper posting on the Site, then send Camper Seeker LLC (DBA RVThereYet.com) a written notice that includes all of the following:

- a legend or subject line that says: “DMCA Copyright Infringement Notice”;
- a description of the copyrighted work that you claim has been infringed;
- the URL of the site and a description of where the material that you claim is infringing is located on that site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the alleged infringing material is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and,
- your electronic or physical signature.

Camper Seeker LLC (DBA RVThereYet.com) will only receive DMCA notices by mail or email, or facsimile directed to Camper Seeker LLC (DBA RVThereYet.com)’ Designated Agent at the addresses below:

### **Disclaimers**

IF YOU CHOOSE TO ACCESS THE SITE OR USE THE SERVICES, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT CAMPER SEEKER LLC (DBA RVTHEREYET.COM) DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, RENTERS AND OWNERS, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION. THE SERVICES AND COLLECTIVE CONTENT ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, CAMPER SEEKER LLC (DBA RVTHEREYET.COM) EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CAMPER SEEKER LLC (DBA RVTHEREYET.COM) MAKES NO WARRANTY THAT THE SERVICES AND COLLECTIVE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY RVs, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. CAMPER SEEKER LLC (DBA RVTHEREYET.COM) MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, RVs, THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CAMPER SEEKER LLC (DBA RVTHEREYET.COM) OR THROUGH THE SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY OWNERS OR RENTERS. YOU UNDERSTAND THAT CAMPER SEEKER LLC (DBA RVTHEREYET.COM) DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICES OR TO REVIEW OR INSPECT ANY RVs. CAMPER SEEKER LLC (DBA RVTHEREYET.COM) MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, RENTERS AND OWNERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY CAMPER SEEKER LLC (DBA RVTHEREYET.COM).

#### **Limitation of Liability**

By using the Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other users of the Site or Services or other third parties will be limited to a claim against the particular party or other third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from Camper Seeker LLC (DBA RVThereYet.com) with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with others using the Site or Services regarding any listings or bookings.

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to the Site and use of the Services, including any listing or booking of and use of any RVs via the Services, and any contact you have with others through the Site or Services whether in person or online remains with you.

CAMPER SEEKER LLC (DBA RVTHEREYET.COM) IS NOT LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE SITE OR SERVICES OR INABILITY TO USE THE SITE OR SERVICES, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, OR FROM YOUR LISTING, BOOKING, OR USE OF ANY RV VIA THE SITE OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT CAMPER SEEKER LLC (DBA RVTHEREYET.COM) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL CAMPER SEEKER LLC (DBA RVTHEREYET.COM)' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SITE OR SERVICES INCLUDING, BUT NOT LIMITED TO, FROM

YOUR LISTING, BOOKING OR USE OF ANY RV VIA THE SITE OR SERVICES, OR FROM THE INABILITY TO USE THE SITE OR SERVICES, OR IN CONNECTION WITH ANY RV OR INTERACTIONS WITH ANY OTHER USERS, EXCEED THE AMOUNTS YOU HAVE PAID FOR BOOKINGS VIA THE SITE OR SERVICES IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED DOLLARS (\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CAMPER SEEKER LLC (DBA RVTHEREYET.COM) AND YOU.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

COVID-19 Pandemic Addendum Renter understands that there are increased risks for all parties involved in this transaction due to complications surrounding the current COVID-19 pandemic. As such, renter hereby acknowledges and agrees to the following: -Owner will make best efforts to sanitize the vehicle prior to Renter's arrival, and both Owner and Renter will wear masks during departure checkout procedures -Renter will likewise make best efforts to sanitize the vehicle before returns -Renter acknowledges and agrees that Owner cannot be held liable for any health-related issues arising from this transaction, and hereby releases Owner (and/or Dealer, Outdoorsy, Camper Seeker LLC (DBA RVThereYet.com), RVShare, etc), from any liability for consequential, special, and/or punitive damages in connection with the Rental.

Renter further acknowledges that there are increased financial risks to Owner in these times due to delays in insurance processing, service appointments, and parts availability, which can cause downtime of Owner's vehicle(s) in the unfortunate event that damages occur

Renter agrees that if any damage occurs to the vehicle during the trip, Renter's deposit may be held by Owner and used at Owner's sole discretion to cover any/all related repairs, insurance deductibles, and/or to compensate Owner for time spent in managing any/all related matters. Furthermore, if Owner deems, in its sole discretion, that the damage may prevent the vehicle from being rented immediately upon Renter's return, then Owner may use all or part of Renter's deposit to cover estimated lost revenue caused by any resulting downtime, and/or to compensate Owner for any time spent managing any/all related matters.

Limitations of Liability: Renter hereby agrees to indemnify, save, and forever hold harmless Owner (and/or Dealer, Outdoorsy, Camper Seeker LLC (DBA RVThereYet.com), RVShare, etc), and their authorized agents and employees from and against any and all loss, bodily injury, damages, and expenses, including legal expenses, of any kind arising from the Rental during Renter's possession extending to such time the Rental is completed and cleared by Dealer, including without limitations, latent and other defects whether or not discoverable by Renter or Owner. This indemnity shall continue in effect at all times despite the return of the Rental before or after expiration of the contract terms whether by formal request from Dealer or otherwise. It is agreed and understood that Dealer may control the defense of any such claim.

RENTER FURTHER HEREBY AGREES TO INDEMNIFY, SAVE, AND FOREVER HOLD HARMLESS DEALER AND RENTAL OWNER FROM ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION OF ANY KIND OR CHARACTER WHATSOEVER, AND BY WHOMEVER ASSERTED, ARISING FROM OR IN ANY WAY GROWING OUT OF THE OPERATION OR USE OF THE RENTAL UNDER THIS AGREEMENT AGREES, IN SUCH EVENT, TO PROVIDE A DEFENSE THEREFORE AS CHOSEN AND DIRECTED BY DEALER AND TO PAY ANY EXPENSES IN THE DEFENSE OF ANY SUCH CLAIM OR LAWSUIT THIS AGREEMENT

INCLUDES, BUT IS NOT LIMITED TO, CLAIMS OF NEGLIGENCE OR GROSS NEGLIGENCE ON THE PART OF DEALER AND/OR THE RENTAL OWNER. RENTER UNDERSTANDS AND AGREES THAT AS PART OF THE CONSIDERATION OF DEALER RENTING THE VEHICLE TO RENTER, RENTER DOES HEREBY ASSIGN TO DEALER ANY CAUSE OF ACTION JUDGMENT OR SETTLEMENT AS THE RENTER MAY HAVE AGAINST ANY PERSON, FIRM OR CORPORATION, INCLUDING BUT NOT LIMITED TO DEALER AND/OR THE RENTAL OWNER, TO SECURE SATISFACTION AND DISCHARGE OF ANY JUDGMENT OVER AND AGAINST DEALER AND/OR THE RENTAL OWNER FOR ACTUAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, AND/OR CLAIMS FOR INDEMNITY AND/OR CONTRIBUTION, STATUTORY, CONTRACTUAL OR OTHERWISE.

### **Indemnification**

Camper Seeker LLC (DBA RVThereYet.com) is not responsible for any damage to any vehicle rented through our Site. You agree to release, defend, indemnify, and hold Camper Seeker LLC (DBA RVThereYet.com) and its affiliates and subsidiaries, and their 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 (a) your access to or use of the Site or Services or your violation of these Terms; (b) your content; (c) your interaction with any user of the Site or Services, (d) your listing, booking, or use of a RV, (e) your use, condition, or rental of a vehicle, including, but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a rental, booking or use of a RV.

### **We May Discontinue the Services**

Camper Seeker LLC (DBA RVThereYet.com) reserves the right to change, suspend or discontinue any of the Site or Services at any time, for any reason. We will not be liable to you for the effect that any changes to the Site or Services may have on you, including your income or your ability to generate revenue through the Site or Services.

### **Class Action Waiver; Controlling Law and Jurisdiction**

You and Camper Seeker LLC (DBA RVThereYet.com) agree to resolve legal disputes on an individual basis and expressly waive the ability to participate in a class or representative proceeding, including any class action lawsuit or class arbitration or representative arbitration proceedings. These Terms will be interpreted in accordance with the laws of the State of Minnesota and the United States of America, without regard to its conflict-of-law provisions.

### **Severability; Survival**

The Terms survive termination of your agreement with Camper Seeker LLC (DBA RVThereYet.com). If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

### **Contact Information**

If you have any questions about the Terms, please email us at: [Info@RVThereYet.com](mailto:Info@RVThereYet.com)