

OUTDOORSY RV RENTAL CONTRACT

Primary Driver's Name:	Kendra Penry
Date of Birth (mm/dd/yyyy):	06/23/1982

I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement and acknowledge by signing I am the designated primary driver and take responsibility for any damage or incidents occurring during the rental period. I understand that only approved drivers are allowed to operate the vehicle.

RENTER SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

*Signature acknowledges that renter has read and agrees to the below policies, terms and conditions. Additional Approved drivers can be listed on an additional page attached to this Contract and signed by both Renter and Dealer*



DEALER SIGNATURE: \_\_\_\_\_ DATE: Dec 21, 2024

# Terms of service

Last revised: November 21, 2024

**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.**

Please note these Terms of Service also constitute Terms of Use and Agreement ("Agreement" or "Terms") of the Outdoorsy application and website. The Terms of Service constitutes a binding agreement between Outdoorsy, Inc. and its subsidiaries (collectively "Outdoorsy") By visiting this website and using the Outdoorsy application, you accept the following listed conditions.

Outdoorsy provides an online outdoor-oriented accommodations (such as, but not limited to: glamping tents, camp sites, and recreational vehicle sites) and recreational vehicle sharing platform that connects owners of such accommodations or vehicles with those seeking to rent such accommodations or vehicles.

"Host" as used in these Terms includes both Vehicle Hosts and Outdoorsy Stay Hosts.

"Vehicle Host" as used in these Terms broadly includes a Vehicle's registered owner and those who list Vehicles via the Services on behalf of a registered owner, pursuant to an arrangement between them (for example, consignment).

"Vehicle" as used in these Terms broadly means any traditionally mobile item listed via the Services, including, but not limited to, vans, bus, coaches, caravans, trailers, towables, campers, motor homes, RV, or other recreational vehicles.

"Outdoorsy Stays" refer to the combined rental of an Vehicle and a RV Site or specific location through Outdoorsy's platform. When you book an Outdoorsy Stay, you are securing both the vehicle and the designated site or location where the Vehicle will remain during your rental period. These Outdoorsy Stays include deliveries and setups of the Vehicle at the chosen location, or the Vehicle may already be stationary at the RV site or location when booked. In Outdoorsy Stays, the Vehicle must remain stationary, and moving the Vehicle may void protection package coverage or other terms of the rental.

These Terms are a binding agreement between all Guests and Hosts that utilize Outdoorsy's Services.

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 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.

## 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 provided you with notice of a modification, or you have otherwise indicated assent to the modified terms, 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

THE SERVICES CONNECT HOSTS AND GUESTS THROUGH LISTINGS ON THE SERVICES' PLATFORM(S). **OUTDOORSY DOES NOT OWN, CONTROL, OFFER, OR MANAGE ANY LISTING OR HOST SERVICE. YOU UNDERSTAND AND AGREE THAT OUTDOORSY IS NOT A PARTY TO ANY AGREEMENT(S) OR BOOKINGS ENTERED INTO BETWEEN HOSTS AND GUESTS, NOR IS OUTDOORSY A VEHICLE BROKER, AGENT, REAL ESTATE BROKER, TRAVEL AGENCY, OR INSURER. OUTDOORSY HAS NO ACTUAL CONTROL OVER THE CONDUCT OF HOSTS, GUESTS, OR OTHER USERS OF THE SERVICES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.**

Outdoorsy is not acting as an agent in any capacity for any user, and its responsibilities are limited to: (i) facilitating the availability of the Services, and (ii) serving as the limited agent of each Host for the purpose of accepting payments from Guests on behalf of Hosts. If you are a Host, you are responsible for understanding and complying with all laws, rules, regulations, and contracts with third parties that apply to your Host Services. Users of the Services understand that the Host's relationship with Outdoorsy is that of an independent individual or entity and not an employee, agent, joint venturer,

or partner of Outdoorsy, except the limited action of acting as a payment collection agent as described in these Terms.

THE SERVICES ARE INTENDED TO BE USED SOLELY TO FACILITATE RENTAL BOOKINGS. OUTDOORSY DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTING AND THE CONDITION, LEGALITY, OR SUITABILITY OF ANY LISTED VEHICLE OR OUTDOORSY STAY OR ADD-ON. OUTDOORSY IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL USER CONTENT, LISTING, VEHICLE, OUTDOORSY STAY, AND ADD-ON. ACCORDINGLY, ANY BOOKINGS WILL BE MADE AT THE GUEST'S AND HOST'S OWN RISK.

## Other Policies

You agree that you will comply with all written Outdoorsy rules, agreements, and policies that are made available by Outdoorsy on the Services and which are incorporated herein by reference. These include, without limitation:

- Fees Policy
- Cancellation Policy
- [Guest](#) and [Host](#) Insurance Policies
- RV Eligibility Policy
- Rental Contract (available at the time of booking)
- Or any other policies posted on the Services

## 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 or obligation to the parties engaged in the transaction. If Outdoorsy, in its reasonable judgment, determines that a Host is taking a booking off the platform(s) available by the Services or encouraging to a Guest 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 Host 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 (the "Minimum Age"). However, the minimum age to rent or operate a Vehicle via the Services is 25 years old, while the minimum age for stationary delivery rentals is 21 years old (the "Minimum Vehicle Rental Age"). Any use of the Services by anyone who does not meet the age requirements is prohibited. Outdoorsy reserves the right in its sole discretion to deny use of the Services to any individual.

### Registration

The agreement between you and Outdoorsy reflected by these Terms is effective when you create an account and access the Services. To access certain features of the Services, you must sign up for an account with us (an "Outdoorsy Account"). 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.

When you book a Vehicle or Outdoorsy Stay as a Guest, you provide us with certain additional information about yourself. Based on information you provide, Outdoorsy may impose additional requirements for you to book a Vehicle or Outdoorsy Stay (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). See "Specific terms for Vehicle Guests" and "Specific Additional Terms for Outdoorsy Stays" for more information.

Similarly, when you make a Listing as a Host, you provide us with certain additional information (some optional and some required by Outdoorsy in its sole discretion) about yourself and your Vehicle or Outdoorsy Stay and any Add-ons (including, if applicable, vehicles or accommodations consigned to you or managed by you for the purpose of Listing on the Services on behalf of the registered or legal owners of such vehicles or accommodations). See "Specific terms for Vehicle Hosts" and "Specific Additional Terms for Outdoorsy Stay" for more information.

## User Verification

Outdoorsy has a multi-faceted approach to risk assessment, mitigation, and management to promote a safe and trusted platform. 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 users of the Services, including driving history and driver's license validity, (2) help verify insurance history and insurability, and (3) help verify Vehicle or Outdoorsy Stay details.

**However, Outdoorsy does not endorse any user, users' background, Vehicle, or Outdoorsy Stay, nor does Outdoorsy commit to undertake any specific screening process.**

Host is responsible for ensuring that the person who picks up the Vehicle is the verified driver. Outdoorsy provides no warranties, guaranties, or verification, and no liability for such.

Except as provided by these Terms, Outdoorsy is not responsible for any damage or harm resulting from your interactions with other users. Outdoorsy holds the sole right and discretion to cancel any reservation.

To make a Booking via the Services (as well as to purchase a protection package), you must:

- hold a current, valid (non-temporary) form of government identification with an image of your face; if you hold a non-United States form of government identification, you will be required to provide your passport;
- meet the Minimum 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;
- possess a mobile phone in your own name that we can verify through text message;
- have an Outdoorsy Account; and
- consent to and will provide other additional information we request for verification purposes when you attempt to rent a Vehicle or Outdoorsy Stay otherwise use the Services.

To rent, operate, tow, or use a rented Vehicle (whether stationary or delivered), you must:

- 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 Vehicle Rental Age; and
- 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.

Additionally, to rent, operate, tow, or use a rented Vehicle (whether stationary or delivered), you must maintain a personal auto insurance policy. Outdoorsy does not verify personal auto insurance coverage.

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 a booking or make a Listing in its sole and absolute discretion. Outdoorsy may, but does not commit to, undertake efforts to ensure the safety of Vehicles and Outdoorsy Stays shared through the Services. Some of these third-party services perform data-based checks to better understand the riskiness of insuring a particular Guest and Host and transaction. These checks, while not comprehensive, assess a wide range of available inputs from multiple public sources, including, but not limited to sex offender registries, global watchlists, national criminal databases.

Outdoorsy does not make any representations or warranties about the safety, roadworthiness, or legal status of any Vehicles beyond our policies that require Vehicle Hosts to ensure their Listed Vehicles are in 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 make any representations about, confirm, or endorse the safety, structure integrity, local area safety or crime rates, zoning compliance, or legality of any Outdoorsy Stays beyond our policies that require Outdoorsy Stay Hosts to ensure their Listed Outdoorsy Stays are in operable condition, and otherwise satisfy our eligibility requirements.

Outdoorsy does not endorse any Host or Guest or other user of the Services, or any Listed Vehicle or Outdoorsy Stay.

## Consumer Report Authorization

When you attempt to make a Booking or Listing, 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.

# Listing

## Listing on the Services

Hosts will identify Vehicles and Outdoorsy Stays that you want to List for sharing through the Services. Each Vehicle and Outdoorsy Stay must meet the requirements listed in the Services, which Outdoorsy may update from time to time with or without notice. Hosts may only use the Services in connection with Vehicles or Outdoorsy Stays that the Host owns or otherwise has all the necessary rights and permissions to share for compensation (such as a valid consignment). Hosts are responsible for all Listings they post and content therein. Accordingly, each Host represents and warrants that any Listing, and the Booking of, or Guest use of, the Listed Vehicle or Outdoorsy Stay (i) will not breach any agreements the Host has entered into with any third parties (including the Listed Vehicle's or Outdoorsy Stay'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 or Outdoorsy Stay, including, but not limited to, insurance requirements, Department of Motor Vehicle regulations, zoning laws, and laws governing rentals and operation of RVs and short-term rentals, and (iii) not conflict with the rights of third parties.

## Disclaimer Regarding Listing Description

When a Host creates a Listing, the Host provides information (some optional and some required by Outdoorsy). Listing information includes, but is not limited to: the pricing, location and/or address, size, features, calendar availability, current accurate photographs, rules, and cancellation term; and additionally for Vehicles, the VIN, license plate number, registration information, weight, tongue weight. Outdoorsy does not input nor does it verify any information in the Listing. The information in the Listing is the sole responsibility of the Host. Outdoorsy makes no representations or warranties as to the accuracy of the information in the Listing.

Outdoorsy protection packages are issued based on the information provided above. In the event of a loss, the Vehicle or Outdoorsy Stay information on the listing page must be correct in order for the excess coverage to be provided.

## Condition of the Vehicles, Stays, and Add-ons; No Outdoorsy responsibility

You understand that third parties own and manage the Vehicles, Outdoorsy Stays, and Add-ons offered through the Services. Each Host is responsible for complying with all legal requirements of the offerings in their Listings. For Vehicles, this includes ensuring the Vehicle is registered and insured, and maintaining their Vehicle(s) in safe and roadworthy condition. Guests agree to complete a visual inspection of the Vehicle or Outdoorsy Stay before beginning use of the Vehicle or Outdoorsy Stay. If you find damage in your initial inspection, you must upload same-day photos of such pre-existing damage at the start of your Booking 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 Booking period. If, after your initial inspection, you believe that the Vehicle is not safe to drive or the Outdoorsy Stay is not safe to use, please do not use the Vehicle or Outdoorsy Stay; instead, please contact the Outdoorsy team immediately via the Services.

You acknowledge that Outdoorsy is not responsible and shall not be liable for the safety, roadworthiness, or legal status of any Vehicles or Outdoorsy Stays shared via the Services beyond our basic policies that require Hosts 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, and that stays are safe, legally compliant in their jurisdiction, and otherwise satisfy our eligibility requirements. If the Vehicle or Outdoorsy Stay does not meet the above requirements protection package coverage shall not be provided. Further, in no event is Outdoorsy responsible whatsoever for the safety or condition or state of operation of any Host-included Add-on, and the Host 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.

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

## Searching

You can search Listings by using the criteria interfaces, and can use filters to refine your search results. Search results are based on their relevance to your search and other criteria Outdoorsy determines in its sole and absolute discretion. Relevance considers factors like price, availability, reviews, customer service and cancellation history, popularity, previous trips and saved Listings, Host requirements (e.g. minimum or maximum nights), and more.

## Bookings and Booking Modifications

When you request to book a Listing, you shall pay all Fees for your booking, including taxes, and any other charges and items identified during checkout. See “Fees, Security Deposits, and Taxes” for more information. When you receive the booking confirmation, a contract is formed (a “Booking”) directly between you (as Guest) and the Host, Outdoorsy is not a party to the Booking. In addition to these Terms, you will be subject to, and responsible for complying with, all terms of the Booking, including without limitation, the cancellation policy and any other rules, standards, policies, or requirements identified in the Listing or during checkout that apply to the Booking. It is the Guest’s responsibility to read and understand these rules, standards, policies, and requirements prior to requesting a booking of a Listing.

Hosts, not Outdoorsy, are solely responsible for honoring any confirmed Bookings and making available Vehicles or Outdoorsy Stays Booked through the Services. If you, as a Guest, choose to enter into a transaction with a Host for the Booking, you agree and understand that you will be required to enter into an agreement with the Host. It is your sole discretion to accept and agree to any terms, conditions, rules, or restrictions listed in the Listing. Such decision is independent of Outdoorsy, as Outdoorsy does not control, maintain, guarantee, or warrant any conditions of the Host, or the Vehicles. You agree that you, not Outdoorsy, will be responsible for performing the obligations of any such agreement and that Outdoorsy is not a party to such agreements with the exception of its obligations hereunder to process payment of fees to the applicable Host. Outdoorsy disclaims all liability arising from or related to any such agreements. Any agreement between a Guest and a Host cannot in any way conflict with these Terms, and any such conflicting terms are null and void.

You acknowledge and agree that, notwithstanding the fact that Outdoorsy is not a party to the agreement between you and the Host, Outdoorsy acts as the Host’s payment agent for the limited purpose of accepting payments from you on behalf of the Host. Outdoorsy is not responsible for any chargebacks and payment will be collected from the Host if the Guest’s form of payment is not valid or honored. 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 Guest as a result of Vehicle breakdown or any problem(s) with the Vehicle or the Outdoorsy Stay accommodations, or other reason that a Vehicle or Outdoorsy Stay is or becomes unavailable.

Guests and Hosts are responsible for any Booking modifications they agree to make via the Services or direct Outdoorsy support to make on their behalf (“Booking Modifications”), and agree to pay any additional amounts, fees, or taxes associated with any Booking Modification. If a Booking Modification is not made via the Services, it is void.

## **Key Exchange**

The “Key Exchange” as used in these Terms is the moment that the Host (or their authorized designee) turns over physical possession of and/or access to the rented Vehicle or Outdoorsy Stay, whether or not any physical keys are involved (such as a virtual key and code access) to the Guest and the return of possession and/or access, and any provided keys to the Host by the Guest. Only Verified Drivers may execute the Key Exchange.

You acknowledge that Outdoorsy is not responsible for determining the agreed pick up and return location. The pick up and return locations are determined by the Host and Guest. Outdoorsy does not warrant or instruct the Host as to the pick up and return locations. The Guest acknowledges and agrees that any and all liability related to the designated pick up and return location is shared between the Guest and Host. Outdoorsy is not responsible any cause of action related to the pick up and return location. Outdoorsy does not warrant, maintain, or control any designated location, and is not involved in any manner with determining either location.

Guests agree to complete a visual inspection of the Vehicle or Outdoorsy Stay before and after use of the Vehicle. You must upload same-day photos at departure and return of your Booking 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 Booking period.

Completion of the Key Exchange is required at pick up and return of the Vehicle. Failure by the Guest to complete the Key Exchange will result in Deductible being increased to 200%. The Key Exchange process must align with the dates and time of your reservation as outlined on your receipt of purchase. Protection package coverages will be provided during the paid and approved booking dates. Coverage begins and ends at the departing and returning Key Exchange as outlined in your rental receipt. Coverage may end early if the Vehicle is returned to the Host prior to the last day of the guest booking or the vehicle is left by instruction of the host or otherwise.

## **Cancellations and No Shows**

Outdoorsy reserves the right to cancel any Booking, whether requested, confirmed, or on-trip, at any time and for any reason in Outdoorsy’s sole determination. Depending upon the reason for the cancellation, certain fees may still be owed by the Guest and/or the Host. Outdoorsy may cancel a booking when a Host is deemed unresponsive, or when there is no Verified Driver on the day a Booking begins.

## **Guest Cancellations and No Shows**

If the Guest cancels a requested booking before the requested booking is confirmed by a Host, Outdoorsy will refund to the Guest any nominal amounts charged to the Guest’s credit card in connection with the requested booking within a commercially reasonable time. If the Guest cancels a confirmed booking, the cancellation policy of the owner contained in

the Booking contract, including the applicable Listing, will apply to such cancellation. Outdoorsy's ability to refund any amounts charged to the Guest will depend upon the terms of the applicable Host cancellation policy applicable to the Booking. If the Guest does not show up to or otherwise complete the Key Exchange at the agreed upon rental start time in the Booking, it will be treated as a Guest cancellation and subject to the Host's cancellation policy.

## Host Cancellations and No Shows

If a Host cancels a confirmed Booking, Outdoorsy will refund to the Guest the Fees for such Booking within a commercially reasonable time and the Guest may receive an email or other communication from Outdoorsy confirming the cancellation. If a Host cancels a Booking and you, as a Guest, have not received an email or other communication from Outdoorsy, please contact our support team via a [support ticket](#). If the Host does not show up to or otherwise complete the Key Exchange at the agreed upon rental start time in the Booking, Outdoorsy will treat this as a Host cancellation.

## Fees, Security Deposits, Taxes

### Fees

The fees ("Fees") we charge for using the Services and other cost structures will be itemized at checkout for Guests. You can verify the amount for your Booking at checkout before you submit your Booking 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, Host fees, and Guest fees (including, but not limited to and without limitation, late fees, damage fees, cleanup fees, prep fees, pet fees, parking fees, utility 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 Guest purchases a protection package or other excess coverages but does not complete all the requirements to qualify for the protections and other excess coverages offered under the purchased protection package (to include, if applicable, becoming a Verified Driver), Outdoorsy reserves the right to retain the full amount paid for such protection packages.

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.

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 Guest's credit card in the event of damage caused to Vehicles or Outdoorsy Stays as described in these Terms, if applicable.

### Security Deposits

Host's may require a security deposit in their Listings and by using the Services Guest's authorize Outdoorsy to charge the credit card associated with the Guest's account for the security deposit. Security deposits are first applied towards damages to the Vehicle or Outdoorsy Stay and may be used to cover other fees such as late fees, cleaning fees, dumping fees, etc., if a claim is not filed. Outdoorsy as the payment agent of the Host, will obtain a pre-authorization of the Guest's credit card in the amount of the security deposit within a reasonable time prior to the Key Exchange for the applicable Booking. Outdoorsy will notify the Host by email if unable to obtain a pre-authorization of the Guest's credit card. Outdoorsy will also use its commercially reasonable efforts to address Host's requests and claims related to security deposits, but Outdoorsy is not responsible for administering or accepting any claims by Hosts related to security deposits, and disclaims any and all liability in this regard.

### Taxes

The sole responsibility for the determination, collection, remittance, and reporting of taxes from or on behalf of Guests or Host is on the Guest or Host. In certain jurisdictions, Outdoorsy may facilitate the collection and remittance of certain taxes from or on behalf of Guests or Host, based on existing and future tax regulations, including marketplace facilitator or vehicle

or accommodations rental and sharing regulations. The amount of taxes, if any, collected and remitted by Outdoorsy will be visible to, and separately stated, to both Guests and Hosts on their respective Booking related documents and invoices. Where Outdoorsy is facilitating the collection and remittance of taxes, **Hosts are not permitted to collect the same taxes on the Services in relation to their Listing in that jurisdiction.** Hosts may only collect taxes that are legally required in the relevant jurisdiction, and no other taxes, optional tax-like fees, or purported taxes. Any violation of this by a Host is a violation of Outdoorsy's Terms and said Agreement and may result in a termination of the Host's account.

In jurisdictions where Outdoorsy collects tax, the Host instructs and authorizes Outdoorsy to collect that tax. If the host provides incorrect or incomplete information which results in Outdoorsy charging and collecting the incorrect amount of tax, the Host shall be liable for any under collection and the applicable taxing authorities may collect such tax directly from the Host.

By placing a listing on Outdoorsy, the Host agrees that it waives any tax exemption which may apply to the Host, or the subject listing.

Outdoorsy does not accept tax exemption certificates from renters. Guests agree that, by submitting a booking request, Outdoorsy will collect all applicable taxes on the booking charges.

Where Outdoorsy is required to certify to Hosts that Outdoorsy is collecting and remitting certain tax types, this page serves as Outdoorsy's certification that it collects and remits the noted tax type: <https://www.outdoorsy.com/help/do-i-have-to-pay-sales-tax>.

Outdoorsy assumes no responsibility for a Host's compliance with any applicable laws, rules and regulations.

## 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.

### 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:

- Use the Services to find Listing, and then complete a transaction for the items in such Listing 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 Guest or Host, to timely deliver, make available, vacate, or return any Vehicle or Outdoorsy Stay and optional Add-ons
- Transfer your Outdoorsy Account and/or user ID to another party without our consent; if a Host sells its business or any other change of control occurs the Host 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, or leave a Outdoorsy Stay unlocked or otherwise unsecured

### 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, short-term rental rules and regulations, 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 or other government identification details, payment method, insurance, or other personal information in relation to a claim (for example about damage to a Vehicle or Outdoorsy Stay)
- 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 a Host or Guest 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, Outdoorsy Stay, 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 affiliated with or registered

to an Outdoorsy Account holder that has been suspended, terminated, or closed

## **Additional terms for Vehicles**

The following sections also apply to Vehicles:

### **Vehicle Guest commitments**

The Guest who Booked the Vehicle bears the responsibility for all activity related to the Vehicle rental. The Guest 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 insurance of the Guest who made the Booking is primary as to all claims and liability related to the Vehicle during the rental period. As a Guest, you commit that you will be responsible for all Verified Drivers, guests into the Vehicle, and other third parties affected by such parties. The Guest agrees that the Guest and all Verified Drivers will be legally licensed for the Vehicle, and provide proof to the Host via the Services of a current, valid driver's license at the Key Exchange. The Guest 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.

### **Driver Verification**

A Guest may request to become and/or add additional Verified Drivers to the booking of a Vehicle. If a user is not the Guest who made the booking but elects to become and enter or complete the process to become a Verified Driver, in doing so such user also agrees 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. This means simply that Outdoorsy will utilize certain third-party vendors to conduct a Drivers License check. It does not mean a comprehensive investigation into such Verified Driver, and does not include any commitment to review motor vehicle driving history or conduct criminal background checks. Outdoorsy holds the right, but not obligation, to conduct a screening, background check, or any other mechanism to verify the identity of the Verified Driver and their background. Outdoorsy does not endorse, warrant, or guarantee any individual's background.

The Guest is ultimately responsible for all behavior of any Verified Drivers. Only Verified Drivers are eligible for the benefits offered under any protection packages, bundles, or excess coverages offered by Outdoorsy, even if the Guest has paid for such protection packages, bundles, or excess coverages. Outdoorsy has no obligation to refund any amounts paid for protection packages, bundles, or excess coverages where there is no Verified Driver on the Reservation. See "Vehicle excess offerings and protection plans."

Guests and Hosts acknowledges that the qualifications of any driver of the Vehicle are solely at the determination, discretion, and risk of the Guest 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 Verified Driver. Hosts understand that they alone make the ultimate decision on whether a Guest or additional 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 Host's responsibility to confirm that the Guest 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 Guest and Host understand that providing possession to anyone other than a Verified Driver may mean the Booking period does not have adequate protections and coverages for damage and other liabilities.

### **Use of the Vehicle and Safety**

In the event Outdoorsy has any concern about a Guest's use of a Vehicle, Outdoorsy may terminate the Booking in its discretion at any time and require the return of the Vehicle, including recovering the Vehicle on behalf of the Host. 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 Host and Outdoorsy support team. If you misuse or are negligent in the use of 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. Guests 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, the Guest must ensure that only Verified Drivers operate the Vehicle, and must use the Vehicle only for personal use and not for any commercial purposes (including but not limited to driving passengers for a fee through a rideshare service such as through Uber, or Lyft, or delivering food for companies such as DoorDash, UberEats, etc.). You may not access a Vehicle until the Booking start time and you must return the Vehicle on time and to the designated location as agreed and instructed by the Host.

You must present the Host 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. Guests and Hosts acknowledge that the qualifications of any driver of the Vehicle are solely at the determination, discretion, and risk of the Guest 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.

Guests are required to wear seat belts during the operation of the Vehicle and to require that all of their passengers wear seat belts. Guests are also required to meet any laws or regulations concerning child safety seats and other protections for children. Guests must not leave the Vehicle unlocked or with the keys unsecured (such as in the ignition). Guests must not engage in any prohibited uses with any Booked Vehicle.

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

Host and Guest acknowledge it is their joint responsibility to ensure towable Vehicles are properly hitched before departure, with all appropriately sized ball mounts, sway bars, and any other necessary safety equipment in place. Switching the tow Vehicle after the Key Exchange has taken place is prohibited. Guest further acknowledges that their towing vehicle must have sufficient towing capacity. Host and Guest are both responsible for discussing fueling requirements. Failure to do any of the above may result in the denial of any damage claims.

All Vehicles may only be used on those maintained public roadways with sufficient width and clearance and in appropriate condition to allow the Vehicle to be operated safely and without damage. Under no circumstances may the Vehicle be operated in rugged terrain or used in the sport of off-roading. Guest is responsible for ensuring that the roadway is in suitable condition regardless of map, GPS or other indications such that the Vehicle will not be damaged by traversing the roadway. If the Host provides a driver for the Vehicle, the Guest remains responsible for all damage to the Vehicle, missing equipment, down time, and the Host's administrative expenses connected with damage regardless of whether or not the Guest or the Host-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 will be displayed during the checkout flow. This includes, but is not limited to, "Burning Man" hosted by the Burning Man Project in the vicinity of Black Rock Desert, Nevada. Outdoorsy reserves the right to include additional festivals that are banned for Vehicles to be taken to. In the event, or circumstances, Outdoorsy will notify each Guest and Host of any additional festivals that are banned.
- the awning be unrolled or used without Host approval
- towing or pushing anything using the Vehicle, unless expressly authorized by the Host and set forth in the Listing
- use of the Vehicle: (i) by anyone who is not a Verified Driver; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the Vehicle or extended the Booking 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 material; (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 towing vehicle used to tow a towable Vehicle has insufficient towing capacity as determined by the manufacturer of your towing vehicle and as listed on the your towing 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 towing the 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 the Host
- sitting, standing or lying on the roof or exterior of the Vehicle
- transporting passengers inside or on a towable vehicle while it is being towed by a motorized vehicle
- 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 Hosts
- 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 Host's consent

## Guest financial responsibility for physical damage to the Vehicle

**The Guest who Booked the trip is financially responsible for all physical damage to or theft of a Booked Vehicle that occurs during the Booking, 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 Guest has their own Vehicle insurance or not. All defects and/or damage to the Vehicle noted in the return inspection which are not noted on the completed Vehicle Departure Checklist shall be the sole responsibility of the Guest, and the Guest shall reimburse the Host for the cost of the repair. The Guest 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 coverage or protection plan, the Guest is responsible for all other fees and expenses in whatever form, including but not limited to damage to the Vehicle, missing equipment, down time, and the Vehicle Host's administrative expenses connected with loss irrespective of the cause of damage or loss or the negligence or lack thereof of the Guest. The Guest is responsible for loss due to theft of the Vehicle. The Guest is responsible for all damages due to vandalism of the Vehicle. A police report must be filed for any damages suspected of resulting from criminal activity within twenty-four (24) hours of knowledge of the criminal activity.

After the Guest is notified of a claim and given forty-eight (48) hours to respond, Outdoorsy will charge for payment against the credit card on file in the Guest's Outdoorsy Account, and by agreeing to these Terms you authorize us to do so. 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 Host, as applicable. You agree that unless you have purchased or have been qualified for excess coverage through Outdoorsy that you will hold Outdoorsy harmless and that Outdoorsy has no responsibility for any damages that you cause to an Host's Vehicle or to any person or to any property.

## Guest Auto liability insurance

Many Hosts Listing a Vehicle do not offer liability insurance to Guests. All protection plans offered via the Services are excess coverage. . With an excess offering, the Guest's primary insurer is first responsible for defending and indemnifying the insured in the event of a claim depending on various factors such as applicable laws, where the Guest books the Vehicle, and/or where the accident or damages occur. Terms and exclusions apply. Outdoorsy's excess offerings provide coverage above a Guest's underlying limit of primary insurance. 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.

When you Book a Vehicle on Outdoorsy, you agree that if any damage occurs to the Vehicle during the Booking, you will work with the Host and/or Outdoorsy to make a claim for coverage under any policy of insurance that applies to the loss.

Guest acknowledges that in any liability loss pertaining to a rented trailer, the liability coverage applied is only any liability coverage that applies to the motorized vehicle towing the rented trailer, even if that vehicle is the Guest's personal vehicle.

The Guest 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 Booking by choosing the appropriate protection plan via the Services, if offered and if the Guest qualifies. The limitation on the amount a primary Guest may have to pay out of pocket included in any protection plan only applies: (1) if the primary Guest and any additional Verified Driver abide by these Terms, and (2) unless the Guest has purchased an interior damage protection product (if available), to physical damage that is not mechanical or interior damage.

## Vehicle excess offerings and protection plans

Outdoorsy is not an insurance company and does not insure Hosts, or Guests. The policies of insurance are issued by separate entities, who provide insurance coverage for the Host and Guests. However, Outdoorsy connects Guests with additional protection plan bundles for their choosing. The optional protection plans (which we sometimes also refer to as "bundles") offered by Outdoorsy for Vehicle Bookings are excess offerings, which means that the personal insurance of the Guest is the primary insurance for coverage. With an excess offering, the Guest'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 a Guest's underlying limit of primary insurance. 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. Bundle details and other specifics can be found via the Services. To be eligible for the benefits of a protection plan, Hosts and Guests 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, type, or value of the Vehicle. Liability, physical damage, comprehensive and collision excess coverage is available only for Guests during the rental period for rentals through the Services and only where Guests 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 Host or Guest who transacts any portion of the rental outside of the Services may be entirely denied excess protection coverage, and may also be denied primary coverages (if any). If any Host 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 Host 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., 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. See "Use of the vehicle and Safety."

Guest authorizes their personal carrier to provide Outdoorsy with information regarding their policy and claim decisions. If other sources of recovery also cover the loss, Outdoorsy reserves the right to pursue recovery of any claim payments. Host is only eligible to recover damages in full one time, and may not be indemnified in full under multiple policies. If Host is over indemnified for damages, Outdoorsy reserves the right to recover overpayment from the Host.

## **Additional Terms for New York**

New York's Peer-to-Peer vehicle sharing law (Article 40 of the General Business Law) has certain requirements related to coverages for bodily injury, property damage, and uninsured/underinsured motorists related to rentals of Vehicles originating in New York. To ensure compliance with New York law, primary coverage in the amount of one million two hundred fifty thousand dollars per occurrence must be purchased for all motor home Vehicle rentals originating in New York. This coverage only covers the rental period and does not apply to any occurrence pre- or post-trip. If there are two or more policies that provide primary coverage, our coverage will be applied pro-rata.

Guests renting a Vehicle that is a towable travel trailer must ensure their personal auto insurance policy covers towing a trailer. To ensure compliance with New York law, coverage compliant with New York law must be purchased by a Guest for all towable travel trailer rentals originating in New York. In the case where the Guest's auto insurance covers towing a trailer, our collision damage waiver coverage will be excess. Where the Guest's auto insurance does not cover towing a trailer, our collision damage waiver coverage will be primary. This coverage covers the rental period only and does not apply to any occurrence pre- or post-trip.

The following vehicles are not eligible to be listed on Outdoorsy in the state of New York: vehicles with a gross weight exceeding 10,000 pounds (lbs), include but not limited to Class A & C RV's and Fifth-Wheels.

Please ensure your vehicle complies with these regulations before attempting to list it on Outdoorsy. Outdoorsy reserves the right to terminate any listing or account that is in violation of any state law.

## **Additional Terms for Canada**

Bookings for vehicles registered in Canada with Guest-purchased Protection Packages are provided such coverage by Outdoorsy's Canadian insurance partners. Any potential for coverage requires compliance with these Terms, including the photo requirements, claim filing deadlines, and vehicle maintenance requirements. Guests deductibles are applied on a per loss basis. If we determine that there was non-compliance with these Terms, then any coverage may be voided without any obligation for Outdoorsy to refer the claim to our Canadian Insurance Partners.

For Hosts who are British Columbia residents (as determined by Canadian law), protection package coverage is provided by the Insurance Corporation of British Columbia ("ICBC"), and the Host's vehicle must be insured via ICBC with the peer-to-peer vehicle use endorsement in order for any coverage to apply. In the event of conversion during a Booking (i.e. the theft of the Vehicle by the Guest or another Verified Driver on the Booking), the Host's claim may only be eligible for coverage by ICBC if the Host has purchased ICBC Coverage APV56, and Outdoorsy provides no other coverage or protection in the event of a conversion.

Liability coverage is unavailable for trailers in all provinces except British Columbia.

Physical damage coverage is available for trailers in all provinces and territories.

Coverages for motorized vehicles are only provided in Alberta, Ontario, Quebec, Nova Scotia and British Columbia.

## **Canadian Vehicle delivery**

If the Host offers delivery as part of their Listing, they agree that they will only do so as permitted and where permitted. Host is solely responsible for confirming the legality and safety of all delivery locations. The Host's personal insurance is the primary insurance during any delivery period before and after a Key Exchange unless a delivery package is purchased.

If the Guest purchases a delivery package the Guest agrees to extend protection package coverage to the Host during delivery and pickup of the rented vehicle. If the Host is involved in a loss during this time, the Host is responsible for the protection package deductible. Delivery period is considered to begin at midnight the day the rental is scheduled to begin, and the Host is in transit to provide the vehicle and/or keys to the Guest

All Guest liability for damages relating to a delivered rental begins at the Key Exchange, despite what time a delivered rental arrives at the place of delivery. Guest liability ends upon the return Key Exchange not to exceed 11:59 p.m. local time on the last day of the reservation, despite what time a delivered rental is picked up by the Host.

## **Pre- and Post-Trip Inspection and Photograph Requirement; 48 hour Notice Claim Reporting Requirement**

Within 24 hours prior to releasing the Vehicle, the Host is responsible for completing a full inspection of the interior and exterior of the Vehicle with the Guest, and must take digital photographs to document its condition within 24 hours prior to departure and 48 hours after return. Photographs must be unaltered, unedited, and must include metadata with a time and date stamp. Host agrees that if photos are not taken within these designated pre-and post-trip periods, Outdoorsy may deny any application of its excess coverage policies or other damage protections, and Host's sole recourse will be through the Guest's or Host'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 exit and other date and location markers and identifiers), Outdoorsy may deny any claim. During the Key Exchange, the Guest and Host must complete a thorough, comprehensive walk-through report of the Vehicle, noting in writing any and all existing defects or damage to the Vehicle prior to Guest's acceptance of the Vehicle. The Guest and Host must sign and date the in-app Vehicle Departure Checklist in order to qualify for excess coverage protection.

A Host or Guest must file a notice of 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 Guest's or Host'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 Guest or Host that was filed within the 48 hour period. Outdoorsy is not responsible for personal property left in the Vehicle. All defects and/or damage to the Vehicle noted in the return inspection which are not noted on the Vehicle Departure Checklist completed shall be the sole responsibility of the Guest, and the Guest shall reimburse the Host for the cost of the repair. To the extent that the security deposit is insufficient to cover the costs and damages, the Guest is responsible.

Should a dispute arise between the Host and Guest, Outdoorsy may, in its sole discretion, assist to settle any disputes. Outdoorsy's determinations on all security deposit dispute resolution and claim resolutions are final.

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 with 24 hours of Vehicle departure
- Post-trip photos taken within 48 hours of Vehicle return
- The Key Exchange was executed with a Verified Driver and that only Verified Drivers operated the Vehicle

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.

## **Incident reporting**

Where you elected for a bundle or protection plan when making a Booking, 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 Host 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 written 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 / Abandoned Vehicle**

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 Host and/or designated in your Booking
- If you do not return the Vehicle by the end of the Booking period and you have not properly obtained an extension of the Booking through the Services
- If the Vehicle is returned to any place other than the return location on the Booking or agreed upon with the Host. Any damage to, or loss or theft of, a Vehicle occurring prior to the Host inspecting the Vehicle upon return at the end of the Booking is the Guest's responsibility
- If you misrepresent facts to the Host pertaining to Booking, use, or operation of Vehicle
- If the Vehicle's interior components are stolen or damaged or the Vehicle itself is stolen or damaged when the Vehicle is left unlocked or running or unattended with the keys not secured during Booking period
- If you fail or refuse to communicate in good faith with the Host, 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 Booking period, who has obtained the keys without permission of the Host, or who misrepresents or withholds facts to/from the Host or Outdoorsy material to the Booking, use, or operation of the Vehicle
- The Guest who makes the Booking is responsible for any private investigation and / or towing costs Outdoorsy deems necessary to recover a Vehicle that is not returned. In addition, a \$500 case administration fee will be imposed on the Guest if Outdoorsy and/or the Host 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 Host may repossess any Vehicle Booked through the Services without demand, at the Guest's expense, if the Vehicle is not returned by the end of the Booking (including a Booking canceled at any time by Outdoorsy), 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 Booking period, the Guest must immediately return the original ignition key to the Host, file a police report immediately after discovering the Vehicle is missing or stolen, but in no event more than 24 hours after discovering it has gone missing, and cooperate fully with the Host, law enforcement, Outdoorsy, and other authorities in all matters related to the investigation.

## Vehicle Host commitments

As an Host, 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 Guest who is listed on the Services as a Verified Driver for the booking. Outdoorsy reserves the right to modify or cancel a reservation and the details and status of Guests 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 Guest(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 Guest 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 Guest. You will not cancel a booking for the purpose of seeking a higher price from any Guest. 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 Guest. Failure to comply with the above may void your bundle or protection plan.

## Vehicle availability

Once a trip is booked, you must make the vehicle available or deliver the vehicle as agreed with the Guest. 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 Guest has a current, valid driver's license before you provide the Guest 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. Hosts understand that they alone make the ultimate decision on whether a Guest 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 Host's responsibility to confirm that the Guest 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 Host offers delivery as part of their Listing, they agree that they will only do so as permitted and where permitted. Host



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 Host's personal insurance is the primary insurance during any delivery period before a Key Exchange unless other coverage is purchased. Delivery period is considered to begin at midnight the day the rental is scheduled to begin and the Host is in transit to provide the vehicle and/or keys to the Guest. All Guest liability for damages relating to a delivered rental begins at the Key Exchange, despite what time a delivered rental arrives at the place of delivery. Guest liability ends upon the return Key Exchange, not to exceed 11:59 p.m. local time on the last day of the reservation, despite what time a delivered rental is picked up by the Host. The Host's personal insurance is primary insurance after the keys have been returned by the Guest. 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**

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

## **Payment Processing**

By creating an Outdoorsy Account, a Host appoints Outdoorsy as their 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 Host agrees that payment of fees made by a Guest through a payment processor (chosen by Outdoorsy in its sole discretion) shall be deemed the same as a payment made directly to the Host. However, you agree and understand that Outdoorsy, in its sole discretion, determines the timing of ultimate payouts to Host's as part of its payment facilitation function. Each Host agrees that Outdoorsy may, in accordance with the cancellation policy selected by the Host and reflected in the relevant Listing: (i) permit the Guest to cancel the booking, and (ii) refund to the Guest 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.

Outdoorsy reserves the right to hold any funds in a Host account, upon receipt of a valid lien from a third-party claiming the right to said funds. Upon confirmation of the validity of the lien, Outdoorsy will only release said funds pursuant to a Court order or release of liability from said lienholder.

## **Vehicle maintenance**

Hosts, and not Outdoorsy, are solely responsible for maintenance and safety of their Listed vehicles. Hosts 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. Notwithstanding the foregoing, brakes on travel trailers may be inspected once every year. Tires must be at fifty percent (50%) tread wear or greater for each rental. Hosts and Guests are both responsible for inspecting all fluid levels including oil and coolant levels at regular intervals, and no shorter than each refueling. Hosts and Guests are responsible for checking air tire pressure, lug nuts and wheels at each refueling and are responsible for mechanical damages due to Guest and/or Host negligence in operation and/or maintenance. Outdoorsy reserves the right to request inspection and service records as part of its 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. Failure to comply with the above may void your bundle or protection plan.

Hosts are not allowed to have any cameras inside of the Vehicle that record during the reservation. Each Host must comply with the state law regarding notification of any and all cameras or GPS tracking devices located in the Vehicle to the Guest.

Outdoorsy is not liable for any damages or cause of action related to recording devices, or GPS tracking in any Vehicle. Outdoorsy does not warrant, or guarantee Host's compliance with this section, as Outdoorsy does not have a method to ensure that a Vehicle is free of any recording device, or GPS tracking, or that any required disclosure has been made.

## **Reporting vehicle damage**

The Guest's personal insurance is the primary insurance to cover any physical damage to your vehicle. Any claims for damage must be filed by the Host against their Guest's personal insurance. If you did not decline a protection plan made available via the Services, and you believe that a Guest 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 Guest and the Guest's personal insurance (which is primary). Note that the 48 hour post-trip 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 Guest'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 pre- and post-trip inspection and photography requirements as these could materially impact your ability to make a claim for Outdoorsy excess coverage.

Should a dispute arise between the Host and Guest, Outdoorsy may, in its sole discretion, assist to settle any disputes. Outdoorsy's determinations on all security deposit dispute resolution and claim resolutions are final.

## **Liability insurance**

All Host 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 and Canada).**

The protection plans available to Hosts 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. Physical damage claims that meet the qualifications of the protection package will be paid net of the deductible if Outdoorsy is unable to collect the deductible from the Guest. Guests deductibles are applied on a per loss basis.

## **Actual cash value**

Physical damage claims paid under comprehensive and collision coverage are paid up to the Actual Cash Value, or ACV, in the event of a total loss. ACV is determined by establishing a baseline value based on similar vehicles in the host's geographical region. Then based on a variety of things potentially including mileage, condition, upgrades, inspection, etc. that value will be adjusted accordingly to determine the ACV for the specific vehicle. ACV is calculated by a third party vendor and is not determined by the ACV entered by the Host at the time of listing the vehicle on Outdoorsy.com.

If Outdoorsy, or third-party claims administrators, choose to pay you the ACV for your vehicle, you will be required to transfer title to the vehicle to Outdoorsy or a third party appointed by Outdoorsy to accept the title.

## **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 Host-included Add-on, and the Host 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. Wear and tear is not covered through Outdoorsy, nor is it available through the Guest's security deposit. Normal wear and tear includes, but is not limited to:
  - Dings, dents, and scratches to the exterior of the Vehicle that are four inches in length or diameter or less (excluding windshields);
  - Weathering or deterioration to awning fabric;
  - Tire sidewall cracks or deprecated tread from use over time;
  - Any mechanical or suspension component unless it's caused by an impact with an object (e.g. engines, transmissions, brakes, exhaust systems);
  - Windshield cracks originating from a neglected chip that has increased in length or severity over time or after successive trips;
  - Dry, cracked, brittle or loose weather stripping, roof vents, and exterior components due to weathering and age;
  - Peeling or nicks to window tint.
- Awnings, Tire & Wheel, Electrical, Mechanical, and Slideout damage that is not a direct result of a collision or comprehensive claim as determined by Outdoorsy.
- Costs related to loss of use, lost revenue, business interruption, loss of personal use, or transportation (or towing) are not covered by Outdoorsy.
- Interior damage is not covered under Outdoorsy's Comprehensive and Collision policy; guests can purchase the optional [Damage Protection](#) for interior damage coverage.
- 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 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 Host-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 an affiliate 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 a protection plan is selected 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 Host, 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 Host

If a protection plan is selected via the Services, in the event of any claim for a loss or injury that occurs during the use of your Vehicle by a Guest (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 Guest or a third party (e.g. a third party insurance company or restitution), you must reimburse Outdoorsy any monies received from that Guest or third party in an amount equivalent to, but not to exceed, the funds provided to you by Outdoorsy. Physical damage claims that meet the qualifications of the protection package will be paid net of the deductible if Outdoorsy is unable to collect the deductible from the Guest. Should a dispute arise between the Host and Guest, Outdoorsy may, in its sole discretion, assist to settle any disputes. Outdoorsy's determinations on all security deposit dispute resolution and claim resolutions are final.

# Specific Additional Terms for Outdoorsy Stays

For additional terms and conditions for Outdoorsy Stays please refer to [Outdoorsy Stays TOS](#)

## Dispute Resolution – USA

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS A MANDATORY ARBITRATION PROVISION AND THEREFORE AFFECTS YOUR RIGHTS AND GOVERNS HOW CLAIMS PRESENTED ON THE OUTDOORSY PLATFORM 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 – USA section.

## Pre-arbitration dispute resolution and Agreement to Arbitrate

If a dispute, claim, or controversy arises between Outdoorsy, a guest, or a host, all parties agree to first notify the other party of the nature of the dispute or claim before initiating arbitration. The parties will attempt to negotiate an informal resolution to the issue. Outdoorsy will contact you at the email address you have provided, and you can reach us at [legal@outdoorsy.com](mailto:legal@outdoorsy.com). Please include your name, phone number, email, mailing address, a brief description of the dispute, and the relief you are seeking from Outdoorsy.

If the parties are unable to resolve the claims within 30 days after the notice is sent, the parties agree to initiate arbitration. The party seeking arbitration must notify the other party via email of their intent to pursue arbitration. Arbitration can then be initiated through FairClaims (which may require that a non-Outdoorsy party initiate the process via Outdoorsy) or the American Arbitration Association (AAA) according to the FairClaims Rules or AAA's Consumer Arbitration Rules, as applicable. Forms for initiating arbitration are available on the FairClaims and AAA websites. Any settlement offers made by either party must not be disclosed to the arbitrator.

For the purpose of this Agreement to Arbitrate, "disputes," "claims," and "controversies" shall have the broadest possible meaning that will be enforced. This includes any and all issues arising out of or relating to the relationship between Outdoorsy, the guest, and the host. This includes, but is not limited to:

1. Use of Outdoorsy's services
2. The interpretation, validity, enforceability, or scope of the Agreement, Terms, or this Agreement to Arbitrate
3. Access to services or transactions (e.g., booking, listing, or sharing a vehicle or stay)
4. The Agreement to Arbitrate itself.

Through this Agreement to Arbitrate, all parties intend to arbitrate all disputes, regardless of the legal or equitable theory they are based upon, including contract, statute, regulation, ordinance, or tort (such as fraud, misrepresentation, or negligence). This applies regardless of whether the disputes or claims arose before the parties entered into this Agreement to Arbitrate. Exceptions to this arbitration agreement are outlined below.

## 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.

## Exceptions to Agreement to Arbitrate

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

- 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 between Outdoorsy, a guest, and a host will be conducted by FairClaims in accordance with its Arbitration Rules and Procedures effective at the time a claim is filed. For any claim or counterclaim up to \$25,000, the arbitration will be based solely on the submission of documents to the arbitrator unless a live hearing is requested or required. If there is a dispute over the amount in controversy, all parties agree that arbitration is necessary to resolve any claims up to \$25,000.

In cases where a live hearing is requested or required, any party, including Outdoorsy, may participate by video or phone. If a physical location is necessary for the arbitration, it will be held in the county where the guest or host resides, or at another mutually agreed-upon location.

All parties agree that, where permissible, communications, evidence, and rulings in the arbitration will remain confidential, except when disclosure is necessary to enforce or implement such rulings or this Agreement to Arbitrate.

If an arbitration award is granted to a party and payment is not made within the specified time frame, Outdoorsy reserves the right to disclose the non-paying party's address to the prevailing party to facilitate enforcement of the award.

## Costs of arbitration

Claims Under \$25,000: Outdoorsy will cover the costs of arbitration.

Claims Over \$25,000: Additional fees may apply, and these costs will be addressed and shared among the parties based on the specifics of the case and the arbitration rules.

## 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](mailto: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 GUEST OR HOST, 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](mailto: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 Opt-Out Notice as to future versions of these Terms.

## Judicial forum for legal disputes with Outdoorsy not subject to arbitration and choice of law

Unless the you and Outdoorsy agree otherwise, in the event that the Agreement to Arbitrate is found not to apply to you or to a particular claim or dispute involving Outdoorsy, 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 you and Outdoorsys will be resolved exclusively by a state, federal, or small claims court located in Austin, Texas. You 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 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 – Canada**

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS A MANDATORY ARBITRATION PROVISION AND THEREFORE AFFECTS YOUR RIGHTS AND GOVERNS HOW CLAIMS PRESENTED ON THE OUTDOORSY PLATFORM ARE RESOLVED.

### **Resolution of disputes**

If a dispute arises between Outdoorsy, a guest, or a host, 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, a guest, or a host, 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, a guest, or a host, 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 participating parties 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 PRESENTED ON THE OUTDOORSY PLATFORM ARE RESOLVED.

Regardless of where you reside, if you bring an action against Outdoorsy, a guest, or a host in the United States, the section above entitled "Dispute resolution for participating parties 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](mailto: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 Terms and any dispute or claim you have against Outdoorsy, a guest, or a host 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

### 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 Services 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 or credits, 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.

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.

## 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

Subject to state and federal law, 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, such as insurance sales. 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.

## 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 or Outdoorsy Stay, reviews, feedback, and descriptions of you and your Vehicle or Outdoorsy Stay. Reviews are allowed up to 14 days after the booking is complete. 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 (including information about you) available to Outdoorsy's affiliates and service partners for marketing and promotional activities, including the sale of insurance. You acknowledge and agree that Listings are publicly available and viewable via the Services. Other users will be able to book your Listing 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 via our support channels.

### No property transfer or assignment

Except as otherwise provided herein, Guests and Hosts agree that nothing in these Terms constitutes an actual or purported transfer or assignment of any right or interest in any property or item shared through the Services.

### Disclaimers

OUTDOORSY PROVIDES SERVICES THAT ENABLE THE SHARING OF VEHICLES, STAYS, AND OPTIONAL ADD-ONS BETWEEN HOSTS AND GUESTS. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, OUTDOORSY DOES NOT ITSELF PROVIDE VEHICLE OR STAY 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, STAY OR ANY OPTIONAL ADD-ON, OR ANY THIRD PARTY PROVIDER OF SERVICES (E.G. IN-VEHICLE GPS OR OTHER SYSTEMS, SECURITY CAMERAS OR 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



OR STAY AVAILABILITY; (2) PROBLEMS WITH A VEHICLE OR STAY, (3) VEHICLE WARRANTY ISSUES, (4) THE LEGAL OR LICENSE STATUS OF A VEHICLE, STAY, HOST, OR GUEST, (5) THIRD PARTY ASSESSMENTS OF A VEHICLE'S OR STAY'S VALUE, OR (6) ANY ACTION OR INACTION OF A HOST OR GUEST.

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), OR (3) INABILITY TO USE THE SERVICES.

Except for our obligations to pay amounts to applicable Hosts or Guests pursuant to these Terms, including an approved payment request or claim under a protection 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 Guest in the twelve month period prior to the event giving rise to the liability, or if you are a Host, the amount earned by you in the 12 month period prior to the event giving rise to the liability, or (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 A HOST WHO HAS DECLINED A PROTECTION PLAN VIA THE SERVICES AND ARE MAKING A CLAIM AGAINST A GUEST WHO BOOKED A VEHICLE FOR WHICH YOU OPTED TO PROVIDE YOUR OWN COMMERCIAL/RENTAL INSURANCE OR COVERAGE TO THE GUEST, OR (2) YOU ARE A GUEST WHO BOOKED A VEHICLE FROM A HOST WHO OPTED TO DECLINE A PROTECTION PLAN VIA THE SERVICES AND SUCH HOST OPTED TO PROVIDE INSURANCE OR PROTECTION DIRECTLY TO YOU AND YOU ARE MAKING A CLAIM AGAINST THAT HOST.

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 or creation of a Listing. 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 Outdoorsy Stay 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.

## **Remedies Upon Breach**

Any breach of these Terms of Service is a breach of your contractual obligation with Outdoorsy. If legal action is commenced as a result of your breach, Outdoorsy is entitled to all costs and expenses, including, without limitation, reasonable attorney's fees and costs incurred in connection with such action.

## **Liquidated Damages**

You acknowledge that the actual damages from any of the following breaches are difficult to determine and prove: (1) participating in unauthorized transactions, (2) using Outdoorsy's domains, trademarks, or taglines without permission, (3) filing legal claims against Outdoorsy or its users in a prohibited manner, (4) listing a vehicle with expired or missing registration paperwork, (5) offering a vehicle listed as missing or stolen, (6) renting out a vehicle that is unsafe or not roadworthy, (7) canceling or modifying trips to manipulate earnings, or (8) creating an account to bypass a suspension or ban.

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](http://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.

## **Gift Cards**

For gift card terms and conditions please refer to [Gift Card Terms and Conditions](#).

## **Refer a Friend**

For refer a friend terms and conditions please refer to [Refer a Friend Terms and Conditions](#).

## **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 or Outdoorsy Stays 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.