

## **Review, Acknowledgment and Agreement**

By placing a reservation with us, Cars and More LLC dba RentFlex360, you represent that you have read and understand the following agreements and policies and agree to be legally bound by their terms:

- [Terms of Service](https://rentflex360.com/blogs/policies-and-agreements/terms-of-service): <https://rentflex360.com/blogs/policies-and-agreements/terms-of-service>
- [Rental Agreement Terms](https://rentflex360.com/blogs/policies-and-agreements/rental-agreement): <https://rentflex360.com/blogs/policies-and-agreements/rental-agreement>
- [Fees](https://rentflex360.com/blogs/policies-and-agreements/fees): <https://rentflex360.com/blogs/policies-and-agreements/fees>
- [Cancellation and Refund Policy](https://rentflex360.com/blogs/policies-and-agreements/cancellation-and-refund-policy): <https://rentflex360.com/blogs/policies-and-agreements/cancellation-and-refund-policy>
- [Purchasing Policy](https://rentflex360.com/blogs/policies-and-agreements/purchasing-policy): <https://rentflex360.com/blogs/policies-and-agreements/purchasing-policy>
- [Privacy Policy](https://rentflex360.com/blogs/policies-and-agreements/privacy-policy): <https://rentflex360.com/blogs/policies-and-agreements/privacy-policy>

## **Authorization for Background Check**

You authorize us, either ourselves or through a third-party contractor or consumer reporting agency, to obtain information about your background including investigation into your motor vehicle or driving record(s), in connection with your rental(s) with us.

By renting or attempting to rent with us, you: reaffirm your agreement to the above-stated agreements and policies; assent to any other document that you sign; acknowledge that you had an opportunity to read the above-stated agreements and policies; authorize us to process separate credit/debit card vouchers or other payments using your payment methods on file in your name for all charges you are responsible for under the above-stated agreements and policies or any other agreements in connection with your reservations, including amongst other things tolls, violations, add-ons, use overages, insurance deductibles, and damage reimbursements; authorize us to conduct a background check; and authorize us to release your billing/rental information to third parties for billing/processing purposes. Renters, authorized drivers and authorized signatories are all jointly and severally liable for obligations under the aforementioned agreements. All charges are subject to final audit.

## Rental Agreement Terms

Last Updated: June 14, 2024

### Overview

Welcome to RentFlex360, your premier destination for high-quality rentals and unparalleled experiences. At RentFlex360, we are committed to providing you with top-notch equipment and services to enhance your journeys, adventures, and special occasions. This rental agreement is designed to outline the terms and conditions that govern the use of our rental services. By renting or attempting to rent from us, you accept these rental agreement terms.

As you embark on your rental experience with us, we want to ensure that you have a clear understanding of our policies and procedures. Whether you are renting an RV, equipment, or other items from our extensive inventory, this document serves as a guide to facilitate a smooth and enjoyable rental process.

Please take a moment to review the following sections carefully. If you have any questions or require further clarification, our dedicated team is here to assist you. Thank you for choosing RentFlex360 as your trusted rental partner. We look forward to providing you with an exceptional and memorable experience.

### How It Works: Renting with RentFlex360

Our process is designed for convenience and flexibility.

#### Renting Process:

- **Browse and Reserve:**
  - Explore our diverse range of rental items. Add your desired products to the cart and proceed to checkout.
- **Choose Your Method:**
  - Select your preferred method of receipt: pickup, delivery, or shipping. Some items may have specific eligibility criteria. If choosing delivery, please ensure that you select the correct delivery option. We reserve the right to make adjustments to your order if the incorrect type of delivery is selected or if an ineligible receipt method is chosen for the rental items reserved. If you rent multiple items that cannot be delivered in the same trip by the same driver (for example 2 recreational vehicles), an additional delivery charge will apply, and you will be sent an additional invoice to remit payment. If you do not remit payment for the additional delivery, the

portion of your order requiring the additional delivery will be changed to a pickup order, and you will be responsible for coordinating to pick up the applicable portion of your rental order.

- **Payment and Deposit:**

- Secure your reservation by leaving a minimum 50% booking deposit (100% for reservations starting within 30 days). For card payments, authorization occurs initially up to the full amount of the order cost, with the charge occurring once we accept your reservation request (typically within 24-48 hours). Payments should be made by the primary renter. If payments are made by anyone else, the payor agrees to be bound by the rental agreement terms, the terms of service and our other policies and agreements, will be required to sign some of the pre-trip documents and will be required to undergo a similar background check to the primary renter. If we reject your reservation request, you will be notified by email and the authorization will be released. *Rental requests should be made at least 48 hours in advance if this is your first time placing a reservation with us.*

- **Pre-Reservation Formalities:**

- You will receive pre-reservation instructions and training materials, if applicable. Sign the rental agreement and reservation receipt before preparation begins for your reservation, typically no later than two days before the reservation start. Depending on your rental items, you may be required to provide additional information prior to the start of your reservation as requested in the instructions. You will be required to verify your identity.

- **Remaining Balance and Security Deposit:**

- The remaining balance due, if not paid at the time the booking was confirmed, is due no later than 30 days before the start of the reservation. Depending on the payment method selected, the payment method on file will be automatically charged the balance on the due date or you will receive an email request to remit the balance on the due date.
- The security deposit, if not paid at the time the booking was confirmed or at the time the remaining balance was remitted, will either be charged to the payment method on file 1 to 2 days prior to the start of the reservation or you will receive an email request to remit payment 1 to 2 days prior to the start of the reservation.
- If payment of the remaining balance or the security deposit is not possible or is dishonored or otherwise rejected, we will treat this as your cancellation of your reservation.

- **Preparation and Inspection:**

- Your rental items will be prepared the day of your reservation or the day prior to the start of your reservation, so long as the pre-reservation formalities are completed and all monies have been paid. A pre-reservation inspection form will be completed by us to cover the inspection points, operability, pre-reservation photos and existing damage (if any). You must sign the form prior to the start of the reservation. Any unsatisfactory items or damage not captured in the inspection form should be added by you to an inspection addendum form prior to the start of the reservation (the link will be in the instructions).
- **Shipping, Delivery or Pickup at the Start of Your Reservation:**
  - Shipping is expected to be offered in the future. Once it is offered, your rental items will be shipped in accordance with the option selected at checkout on the first day of your reservation. Please ensure the reservation period is adequate to cover the round-trip shipping period. *Note: not all items are eligible for shipping; please refer to the product page for specific details. We reserve the right to change shipping requests on ineligible items to delivery and charge the applicable delivery rate to the payment method on file after providing you with notice.*
  - If delivered, expect updates on delivery day. We try our best to deliver as close as possible to the requested time, but we do not guarantee any delivery time. For most rentals, you must be present for delivery to occur. You may have the option to request a waiver of the requirement to be present for delivery for some rentals.
  - For pickups, you should arrive as instructed at your appointment time.
- **Rental Period:**
  - Enjoy your rental, and contact us immediately if you experience any issues or concerns.
- **Shipping, Pickup or Return at the End of Your Reservation:**
  - If you are choosing to ship your rental, Rental items should be shipped in accordance with the instructions prior to the end of your reservation. Your reservation period needs to cover the time the items are being shipped. If you need to extend your reservation due to shipping delays, please contact us as soon as possible.
  - If delivery/pickup was chosen at checkout, we will pickup the rental items from the agreed location. We will target to arrive at the requested time, but we do not guarantee any time. To avoid accruing additional fees, renters should ensure the rental items are ready for pickup prior to our arrival. Renters are not required to be present at the time of return but are highly encouraged to be present.

- If you will return your rental items in person, you must return your rental items at or before the agreed time in accordance with the instructions.
- *Note: Delayed returns will be charged fees in accordance with the terms of service and/or may be extended and charged as applicable. Extremely delayed returns or failure to return rental items without adequate justification may result in legal consequences that are civil and/or criminal in nature.*
- **Post-Return:**
  - We complete a comprehensive walkthrough inspection within 24 hours of return and complete a return inspection form. If we pickup the rental items at the end of the reservation period and the renter is present, the renter will be asked to sign the return inspection form if the inspection is completed at that time.
  - Charges, if any (e.g., fuel, tolls, propane, operating hours), will be communicated within 72 hours or, if not available within 72 hours, as soon as practicable once available. Such charges will either be charged to the payment method on file or will be withheld from the security deposit.
  - Any damage will be handled according to the terms of service and reservation agreements.
  - Any unapplied security deposit will be released or refunded, as applicable, within twenty (20) working days after the end of the rental period unless you are notified otherwise in accordance with this agreement.

Our goal is to provide a seamless experience, but communication is key. Keep us informed, and let RentFlex360 be your trusted companion on every journey.

## **I. GENERAL TERMS APPLICABLE TO ALL RENTALS**

The general terms apply to all rentals with us.

### **Age and Eligibility:**

It is your responsibility to ensure you meet all age and eligibility requirements for the chosen rental equipment. We reserve the right to deny rental services to anyone who does not meet these criteria.

#### **Minimum Age Requirement:**

- You must meet the minimum age requirement specified for each category of rental equipment.
- The minimum age for renting certain vehicles or equipment may vary based on local regulations and insurance requirements.

- All renters are required to be a minimum of 18 years old.

#### Eligibility for Specific Equipment:

- Certain types of equipment may have specific eligibility requirements, such as licenses, certifications or training.
- You must comply with these requirements to operate the equipment safely.
- Please note that depending on local law, some rental items may require special licensing or permits. You are responsible for determining any special licensing is required to operate the rented items.

#### Proof of Identity:

- You must provide proof of identity, which may include a government-issued ID, passport, or other acceptable forms of identification.
- We may require you to physically present us with your identification, submit to an identity verification through a third party (such as Stripe) and/or submit to an electronic identity verification directly with us.
- You will also be required to possess a mobile phone in your own name that we can verify through text message.

#### Residency Requirements:

- You must meet residency requirements as specified by local laws and regulations.
- Non-residents may need to provide additional documentation.

#### Training and Certification:

- For certain specialized equipment, renters may need to complete training or possess relevant certifications to ensure safe operation.

#### Background Checks

- We reserve the right to conduct, or cause to be conducted by a third party, background checks and verify information you provided to us in determining your eligibility to rent. Such background checks may include, amongst other things, driving history checks, insurability checks, credit checks, etc. and may include verification of the information you have provided us. You authorize us to request, receive, use and store such information.
- Certain factors in your background may disqualify you from renting from us, may warrant a high security deposit, may result in the imposition of additional requirements on you or may result in our inability to extend you short term credit in connection with your rental.
- When you attempt to rent from us, or at any time thereafter, where we reasonably believe there may be an increased level of risk associated with your account, you are providing us and our business associates with written instructions and authorization in accordance with the Fair Credit

Reporting Act, applicable consumer reporting laws, or any other similar laws to obtain your personal and/or business auto insurance score, credit report or conduct a background check, including obtaining a motor vehicle report or a criminal background check where permissible under applicable law. You are also authorizing us and our business associates to obtain your personal and/or business auto insurance score, credit report or conduct a background check at any time we reasonably believe there may be an increased level of risk associated with your account or reservation. You understand that, pursuant to the federal Fair Credit Reporting Act, if any adverse action is to be taken based upon the consumer report, a copy of the report and a summary of the consumer's rights will be provided to you. You also agree to the Consumer Report Authorization for Additional Drivers.

## **Rental Period**

### Standard Duration:

- The standard rental period for our items is based on a per day or per night basis, as applicable. In limited circumstances and for certain products, we may offer a rental period per hour.
- Rates are calculated according to the specified duration chosen during the reservation process.
- You agree that you will not retain the rented property beyond the rental period unless we have granted you an extension in writing.

### Extension Options:

- You have the option to extend the rental period based on item availability. All extension requests are subject to our acceptance and your payment of the additional price.
- Extension requests must be submitted at least twenty-four (24) hours in advance of the original return date. Requests may be submitted to [support@rentflex360.com](mailto:support@rentflex360.com).
- Certain restrictions may apply to the length of the rental period depending on the rented item. We reserve the right to require an inspection of the rented property for any rentals exceeding a period of twenty-eight (28) days. Such rentals exceeding twenty-eight (28) days may be subject to additional terms, pricing and qualifications depending on the rented item.
- In the event that the rental period is extended, you agree to accept the pre-trip documentation that was prepared prior to the start of the initial rental period and such documentation shall be the pre-trip documentation used at the start of the extended rental period.

### Late Returns:

- If you anticipate a late return, you should notify us as soon as possible and as far in advance as possible.
- Late returns may be subject to additional charges.

#### Early Returns:

- You may choose to return items earlier than the originally agreed-upon date.
- Please inform us in advance of any changes to the return date.

#### Unused Rental Period:

- The full rental fee is applicable even if the item is returned before the end of the agreed rental period.
- No refunds or credits are provided for unused portions of the rental period.

#### Renting Multiple Items:

- When renting multiple items, the rental period for any item that does not specify the rental period will be coordinated to align with the longest duration selected.

#### Holidays, Events and Peak Seasons:

- During holidays, events or peak seasons, special rental period conditions may apply.

#### Early Reservations:

- To secure items for specific dates, we recommend making reservations well in advance, especially during peak seasons, holidays or events.

#### Availability

- To secure items for specific dates, we recommend making reservations well in advance, especially during peak seasons, holidays or events.
- In limited circumstances, an advance reservation may be delayed due to unforeseeable circumstances or the rental equipment or accessories thereof may not be usable due to damage, defect or required maintenance. In these rare circumstances, we will endeavor to work with you by proposing remedies for your review and selection, which may include (but is not limited to) rescheduling your reservation, adapting our training for you to account for equipment that is functioning differently than ordinary but that is not a material difference in the usability of the rental equipment, providing alternative equipment that is comparable and of similar quality and features, and/or offering a partial or full refund or credit.
- Note that we will make best efforts to ensure all items are functioning. However, given that items can fail or may return from another reservation damaged, we make no guarantee of their availability, especially during busy seasons where there is limited time for repair. If the rented item is still usable with the most basic functions (and with restrictions), we will disclose this information within 24 hours prior to the start of your



reservation. You will have the right to refuse to accept the rented equipment subject to the rental agreement terms or to accept it in such condition. Please note that conveniences, accessories, add-ons or imperfections or defects related thereto that do not render a rented item completely unusable are not grounds for cancellation or refund.

- In no circumstances will we be responsible for the loss of vacation, personal or business time or any incidental expenses (which may include hotels, airlines or other transportation, or food expenses) incurred by you, including such expenses incurred as a result of damage, defect, breakdown or any other problem with any rented item and such expenses incurred as a result of the rented items being unavailable.

### **Rental Rates and Fees:**

You agree to pay us for any confirmed reservation made in connection with your account in accordance with this agreement, our terms of service and applicable other policies and agreements on our website. Our fee page sets forth all of our applicable fees that may be charged for rentals. All fees and penalties are in addition to, and not in lieu of, any other fees, penalties and remedies available.

You are responsible for all costs, direct and incidental, associated with any breach or variance in performance relating to your responsibilities, any related fees plus a convenience fee equal to 50% of any such costs incurred. These costs may include amongst other things parts, labor, traceable wages, gas, taxi or other ride sharing or other forms of transportation, and documented loss of income (including that of which results from the rented items unavailability for previously booked reservation, requested reservation that must be declined due to unavailability of the rented item, and loss of income resulting from loss of use).

#### **Base Rental Rates:**

- Our base rental rates are determined by the type and duration of the rented item.
- Rates are clearly outlined during the reservation process.

#### **Additional Days/Extensions:**

- Extended rental periods beyond the initially agreed-upon timeframe are subject to additional daily rates.
- Extension fees will be communicated and agreed upon before the extension is confirmed.

#### **Late Return Fees:**

- Late returns may incur additional fees, calculated based on the daily rate and the number of days overdue.

- Fees for late returns are outlined on our fee page.

#### Cleaning and Maintenance Fees:

- Items returned in excessively dirty or damaged condition may be subject to cleaning and maintenance fees.
- These fees cover the cost of restoring items to their original condition.

#### Lost or Damaged Items:

- Customers are responsible for the full replacement cost or repair fees for any lost or damaged items during the rental period.
- Charges will be assessed based on the extent of the damage or the replacement value of the item.

#### Reservation Cancellation Fees:

- Cancellation fees may apply if a reservation is canceled within a specified period before the scheduled pickup or delivery date.
- Cancellation policies are detailed in our reservation terms.

#### Delivery and Pickup Fees:

- Charges for delivery and pickup services, if applicable, will be communicated and agreed upon during the reservation process.
- Fees may vary based on the delivery location and other logistical considerations.

#### Special Services and Add-Ons:

- Additional services or items requested beyond the standard rental may incur extra charges.
- All associated costs will be clearly communicated and agreed upon before confirmation.

#### Payments

- You authorize us or third-party service providers acting on our behalf to store and retain the details of your credit card or other payment method(s) in accordance with our Terms of Service, policies, agreements and applicable law and regulations. In some cases, our payment processors have arrangements with card networks to automatically update stored payment credentials whenever you receive a new card (such as 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.
- You authorize us to take any action to recover from any credit card or payment method on file the amounts due by you.
- You expressly and irrevocably authorize us to charge any credit card or other payment method on file all amounts payable by you.
- You agree to pay any additional charges or other costs incurred in connection with your reservation. You authorize us to charge such amounts against the credit card or other payment method on file.

- If there are any amounts owed to us in excess of your security deposit, you authorize us to charge your credit card or other payment method on file for such amounts.

## **Security Deposits:**

### Purpose of Security Deposit:

- A security deposit is collected to cover, in whole or in part, potential damages, late fees, or other fees and expenses associated with the rental.

### Security Deposit Amount:

- The amount of the security deposit is determined based on the type of rental equipment, value of the rented item, the duration of the rental period (longer reservations may be subject to higher security deposits, determined in our sole discretion), and the risk of damage.
- Security deposit details are communicated during the reservation process and are outlined in the rental agreement.

### Authorization and Payment:

- By initiating a rental reservation, you authorize us to charge, or to cause to be charged directly or indirectly, the security deposit to the provided payment method.
- Security deposits are due 48 hours in advance of the start of your reservation (or for reservations starting in less than 48 hours, immediately after the reservation is confirmed). Debit cards or other payment methods may be accepted in our sole discretion in limited circumstances but will be subject to additional scrutiny and may result in the imposition of a higher security deposit.
- Security deposits are always required to be paid or authorized (in our sole discretion) by a valid credit card.
- The security deposit is typically pre-authorized before the rental period begins.
- Security deposits and all other payments should be made by you as the renter. If such payments are made by someone else on behalf of the renter, the payor acknowledges that he or she is equally responsible and bound to our terms, policies and rental agreements as if he or she is the primary renter.
- Release or refund of any credit card or other payment method hold is not a waiver by us of your liability, and we retain the right to recover monies for all amounts owed to us. We will notify you in writing of any liabilities and of any charges made against the payment method on file.

### Deposit Refund:

- The security deposit will be promptly released or refunded (as applicable) to you following the satisfactory return of the rented items net of any applicable costs withheld or incurred in accordance with our applicable policies and rental agreements.
- We have the right to request a payment from the security deposit funds within seventy-two (72) hours after the end of the last day of the rental period, or such longer period as reasonably determined by us and for which we provide you notification.
- Refunds and releases are processed within a specified time frame after the completion of the rental period. Typically, security deposits are released or refunds are processed within 7 days of the satisfactory return of your rental equipment. In limited circumstances, this may take up to twenty (20) working days. In the event there are or are expected to be deductions or withholdings, we may continue to hold your security deposit until such time that the final amount of any deductions or withholdings can be ascertained.

#### Deductions and Withholdings:

- We reserve the right to deduct from the security deposit to cover any outstanding fees, damages, late return charges or diminution in the value of the rented item resulting from damage that you are liable for. We work with a management company, currently Thomas Promise Family Services LLC which may change from time to time, who coordinates, amongst other things, post-rental billings, damage assessments and repairs. By transacting with us, you understand and accept that any post-rental charges or damage assessments may be billed by and performance of related activities may be performed by, or the performance may be caused by, our management company or us.
- Security deposits are first applied for damages. If there is a balance remaining from the security deposit after applying it for any applicable damages, then we may, in our sole discretion, apply it for fees and expenses that have not already been charged to the payment method on file.

#### Notification of Deductions:

- If any portion of the security deposit is withheld, you will be notified promptly, along with a detailed breakdown of the deductions.
- Notification is typically provided via email or through the customer portal.

#### Disputed Deductions:

- In the event of a dispute regarding security deposit deductions, you have the right to contest the charges within seven (7) days of being notified of such charge.

- Disputes should be submitted in writing, and we will review and respond accordingly.

#### Excessive Damage or Loss:

- In cases of excessive damage, loss, failure to return rented items, or other fees and expenses incurred, the security deposit may be insufficient to cover the full cost.
- You remain liable for any outstanding amounts beyond the security deposit and insurance proceeds, if applicable. You are responsible for any protection plan's maximum deductible per occurrence.
- **IN THE EVENT THAT THE SECURITY DEPOSIT AND/OR INSURANCE PROCEEDS ARE NOT SUFFICIENT, YOU AUTHORIZE US TO CHARGE THE PAYMENT METHOD ON FILE FOR THE REMAINING AMOUNT THAT YOU ARE LIABLE FOR ABOVE THE SECURITY DEPOSIT AND/OR INSURANCE PROCEEDS, IF APPLICABLE.**

#### Cancellations and Refunds:

All rentals are subject to our [cancellation and refund policy](https://rentflex360.com/blogs/policies-and-agreements/cancellation-and-refund-policy), which may be viewed here:

<https://rentflex360.com/blogs/policies-and-agreements/cancellation-and-refund-policy> .

#### Equipment Condition:

We do not make any representation about, confirm or endorse the safety or legal status of any rented item beyond our policies that require that the rented item be in safe and operable condition, legally registered (if applicable), and not subject to any applicable safety recalls.

#### Pre-Rental Inspection:

- By placing a reservation with us, you acknowledge that you have the right to inspect the rented equipment before accepting it. We reserve the right to require you to inspect the rented equipment prior to the start of your reservation. You agree to complete a visual, functional and safety inspection before you begin your use of any rented item, which should include inspecting (including by an independent professional consultation) the exterior, interior, mechanical functions, ancillary functions and appropriateness for intended use; failure to complete such inspection shall constitute a waiver by you.
- We conduct a pre-rental inspection to document the condition of the equipment, typically within 24 hours of the start of the reservation. We may

require you to review and sign the inspection report(s) prior to the start of your reservation.

- If you are present at the time the inspection is conducted, you are encouraged to participate in the inspection and note any existing damages.

#### Acceptance of Condition:

- By taking possession of the equipment, you acknowledge that you have received it in good condition, suitable for its intended use and accept any such rented item as-is, where-is.
- Any exceptions or noted damages should be reported to us immediately. If you find damage or unsatisfactory items in your initial inspection prior to the start of your reservation, you must upload photos of such pre-existing damage or unsatisfactory item before starting your reservation [here](#) to ensure you are not held responsible for pre-existing damage or unsatisfactory condition. If you find damage on your initial inspection and fail to report it, we, third-party administrators, or insurance partners may assume that the damage or unsatisfactory condition occurred during your rental period and you thereby waive any subsequent dispute or objection.
- If you identify any damages or unsatisfactory conditions that are not already reflected in the pre-rental inspection documents, you may submit an [addendum](#) to the inspection report(s) prior to the start of your reservation:

<https://rentflex360.com/pages/pre-rental-inspection-addendum> .

#### Reporting Damages or Mechanical Issues:

- You are required to report any damages to or caused by, malfunctions with, mechanical issues with, necessary repairs or other issues with the rented items promptly to us. If you believe the rented item is not safe to operate or use, please do not operate or use the rented item and instead contact us immediately.
- You must immediately notify use of any damages or injuries to people or third-party property that were caused by the rented items or by the use of the rented items.
- Prompt reporting provides us the opportunity to ensure that necessary repairs can be addressed without undue delay and allows us to address problems swiftly, minimizing downtime.
- You must notify us of any damage to the rented items immediately upon becoming aware of the damage but not later than forty-eight (48) hours following the completion of your rental.
- In no circumstances will we be responsible for the loss of vacation, personal or business time or any incidental expenses (which may include

hotels, airlines or other transportation, or food expenses) incurred by you, including such expenses incurred as a result of damage, defect, breakdown or any other problem with any rented item and such expenses incurred as a result of the rented items having any problems, including a malfunction or deficiency.

#### Geolocation Tracking and Electronic Surveillance Technology:

- Rented items may be equipped with a global positioning satellite (“GPS”) or other electronic surveillance technology or another telematics system and/or an event data recorder, and privacy is not guaranteed. You agree to inform all users that you have authorized release of information collected by GPS or other telematics system to us.
- Except as otherwise provided herein, we are not responsible for any of the acts or omissions of any of the manufacturers of any third party provider of services (e.g. in-vehicle gps or other systems).
- Certain electronic surveillance technology may be activated if the rented item has not been returned at the date and time when due, unless applicable law requires a different period.
- In addition to geolocation data, the GPS or other electronic surveillance technology or another telematics system and/or an event data recorder may, amongst other things, provide us with and alert us about information about behaviors involving the rented item (such as speeding in a car), the health status of the rented item and taking the rented item to an unauthorized location.

#### Prohibited Uses:

- You agree not to use the equipment for any purpose other than its intended use.
- Engaging in activities that may cause damage or excessive wear is strictly prohibited.
- The following conduct may result in the reporting of the rented item as stolen to law enforcement, possibly subjecting you and any other user to arrest, and civil and/or criminal penalties, and the voiding of your protection plan:
  - If you fail to return the rented item you booked at the time and place agreed upon with us and/or designated in your reservation,
  - If you do not return the rented item by the end of the reservation period and you have not properly obtained an extension of the reservation,
  - If the rented item is returned to any place other than the return location on the reservation or agreed upon with us. Any damage to, or loss or theft of, any rented item occurring prior to us inspecting

the rented item upon return at the end of the reservation is your responsibility,

- If you misrepresent facts to us pertaining to booking, use, or operation of the rented item,
- If the rented item's interior components are stolen or damaged or the rented item itself is stolen or damaged when the rented item is left unlocked or running (if applicable) or unattended or otherwise not secured during reservation period,
- If you fail or refuse to communicate in good faith with us, police, or other authorities with a full report of any accident or vandalism involving the rented item or otherwise fail to cooperate in the investigation of any accident or vandalism,
- If the rented item is operated by anyone who has given a fictitious name, false address, or a false or invalid driver's license, whose driver's license becomes invalid during the reservation period, who has obtained the keys (if applicable) without our permission, or who misrepresents or withholds facts to/from us material to the booking, use, or operation of the rented item, and
- You are responsible for any private investigation costs we deem necessary to recover any rented item that is not returned. In addition, a five hundred (\$500) dollar case administration fee will be imposed on you if we have to report any rented item as stolen to law enforcement due to it not being returned.

#### Repairs, Maintenance and Care:

- We endeavor to ensure that rented equipment is provided in good working order, having undergone regular maintenance.
- Regular care and cleaning are expected, and guidelines may be provided by us. You agree to take all reasonable care using the rented items, including securing the rented items when not in use.
- You are responsible for maintaining the equipment in good condition during the rental period.
- All repairs or maintenance activities must be authorized by us in advance. You are not authorized to perform maintenance without our prior written consent and agree not to undertake unauthorized repairs or modifications to the equipment. You are not permitted to engage third parties for repairs without our explicit written consent.
- Unauthorized repairs may void any warranties and result in additional charges.
- Replacement parts required for repairs are sourced and installed by the company.



- Customers should not attempt to replace parts without prior authorization.

Unauthorized Alterations:

- You are prohibited from making any alterations or modifications to the equipment without prior written consent.
- Unauthorized alterations may result in additional charges.

Returning Equipment in Same Condition:

- You are required to return the equipment in the same condition as it was received, subject to normal wear and tear.
- Excessive wear or damage beyond normal use may result in additional charges.
- Customers may be held liable for maintenance or repairs required due to negligence, misuse, or failure to adhere to operating instructions.

Loss or Theft:

- You are responsible for the equipment from the time of pick-up or delivery until it is returned.
- In the case of loss or theft, you are liable for the replacement cost of the equipment.

Failure to Report Damages:

- Failure to report damages or issues promptly may result in the assumption that the equipment was in good condition at the start of the rental.
- You are responsible for any damages to the equipment resulting from negligence or misuse during the rental period.
- We reserve the right to charge for repairs necessary due to your caused damages (whether direct or indirect, actual or proximate).

Post-Rental Inspection:

- We conduct a post-rental inspection to assess the condition of the equipment upon return and to identify any post-rental maintenance or repairs required.
- Charges for damages, if any, are determined based on the findings of the inspection.

**Insurance, Protection and Damage Waiver:**

You are solely responsible for the condition of the rented item during the rental period, including the full interior, exterior, mechanical components or otherwise. This includes damage due to weather, terrain conditions and other acts of God. This responsibility applies whether you have your own insurance or not. You agree to be held liable for any and all damages that occur to the rented item during the rental period, regardless of fault, and for all damages that cannot be proven to have existed prior to the start of the rental period. All defects and/or damages noted in the return inspection that were not noted in the pre-reservation inspection are solely your responsibility. We do not accept

any liability for personal injuries sustained during the rental period, nor for any loss or damage to any personal belongings or property of you or anyone else. We also do not accept any liability for any costs or losses sustained by you as a result of any disruption to plans required or arising out of your rental, including because of any damage or defect of the rented item.

You can limit the amount you are obligated to pay out of your own pocket in the event there is damage to the rented item by choosing the appropriate protection plan, if offered. The limitation on the amount you may have to pay out of pocket included in any protection plan only applies (1) if you and any other authorized persons abide by this agreement and (2) to physical damage that is not mechanical or interior damage (unless you purchased an interior damage protection product (if available)). To the extent insurance or a damage waiver or the security deposit are insufficient to cover the damage or defect, you will reimburse us for the cost of repair or replacement.

We are not an insurer, agent or broker. All insurance provided is provided through third parties. We merely offer you access to third-party protection plan options. WE HAVE NO CONTROL OVER THE CONDUCT OF ANY THIRD PARTY, INCLUDING BROKERS, AGENTS, INSURERS AND ROADSIDE ASSISTANCE PROVIDERS, AND WE DISCLAIM ALL LIABILITY IN THIS REGARD. You must comply with insurance requirements, which may include providing proof of insurance coverage or purchasing insurance. Certain types of equipment may have specific insurance criteria.

Contractual protection that is not insurance may be provided by third-parties or us depending on the protection options selected.

Insurance Availability:

- Insurance coverage may be available for certain types of rental equipment. Customers should inquire about the specific insurance options for their rental.

Scope of Insurance:

- Insurance coverage, when available, typically includes protection against accidental damage, theft, and certain liabilities as outlined in the insurance policy. Coverage may be primary coverage or secondary excess coverage.
- Subject to the applicable insurance and related provisions, you are liable for all loss of, or damage to, the rented item and/or the property of any third party, or any bodily injury caused to yourself or any other person, that is caused during the rental period, together with any consequential damage, loss or costs incurred by us. Your responsibility may include all physical and mechanical damage to the rented item up to its replacement

value (or if required by law, the fair market value prior to the damage or loss) and an administrative fee.

**Insurance Exclusions:**

- Certain conditions, activities, or types of damage may be excluded from insurance coverage. Customers are advised to review the insurance policy for a comprehensive understanding. This may be requested by contacting [support@rentflex360.com](mailto:support@rentflex360.com).
- Failure to timely report an incident or cooperate in an investigation may reduce or invalidate any protection plan.
- Unless specifically covered in the applicable insurance coverage, you are responsible for all other fees and expenses in whatever form, including but not limited to damage to the rental, missing equipment, down time, and our administrative expenses connected with loss irrespective of the cause of damage or loss or the negligence or lack thereof of you.
- You agree that unless you have purchased or have been qualified for excess insurance through us that you will hold us harmless and that we have no responsibility for any damages that you cause to any person.
- Protection plans and other insurance available to purchase through us are issued per rented item, if available. Such protection options do not cover any other rented item except the primary rented item identified in your order (e.g., a vehicle, RV, trailer), including the following exclusions: add-ons, personal property, aftermarket installations or any damage or harm resulting therefrom. WE HEREBY DISCLAIM AND REFUSE TO ACCEPT ANY LIABILITY TO YOU OR ANY OTHER PARTY ARISING FROM ANY POSSESSION, USE OR MISUSE OF ANY RENTED ITEM THAT IS AN ADD-ON, ACCESSORY OR PERSONAL PROPERTY, REGARDLESS IF SUCH RENTED ITEM SUFFERS ANY IMPERFECTION OR DEFECT. YOU HEREBY ACKNOWLEDGE AND ACCEPT SUCH DISCLAIMER AND HEREBY AGREE TO INDEMNIFY AND HOLD US HARMLESS FOR ANY AND ALL DAMAGES OR HARMS, WHETHER DIRECT OR INDIRECT, SUFFERED BY YOU OR ANY OTHER PARTY. YOU ACKNOWLEDGE THAT YOUR USE AND YOUR INVITEES' USE OF SUCH RENTED ITEM ARE ON AN AS-IS, WHERE-IS BASIS AND HEREBY ASSUMES ALL OF THE RISKS ASSOCIATED WITH THE POSSESSION, USE OR MISUSE OF SUCH RENTED ITEM.

**Damage Waiver Option:**

- For equipment without insurance coverage, customers may have the option to purchase a damage waiver.

- The damage waiver provides limited protection against covered accidental damage during the rental period.

#### Limitations of Damage Waiver:

- The damage waiver may have limitations on coverage amount, and certain types of damage may not be covered.
- You are encouraged to clarify any questions about the damage waiver with us.

#### Declining Insurance or Damage Waiver:

- For most rentals, you have the option to decline both insurance and the damage waiver.
- Declining coverage means you assume full responsibility for any damages, loss, or liabilities during the rental period.

#### Insurance Claim Process:

- In the event of covered damage or loss, you should promptly report the incident to us and follow the specified procedures for filing an insurance claim.
- In order to file an insurance claim, you are strongly encouraged to sign the pre-reservation inspection and the post-reservation inspection documents; if you are not present during the post-reservation inspection, you authorize us to sign on your behalf. The failure to so sign any such document or the failure of us to prepare the same shall not constitute a bar to insurance coverage.
- You agree to assist us and any insurance and protection administrator in the investigation and settlement of insurance and protection claims and deductibles.
- A police report must be filed for any damages suspected of resulting from criminal activity.
- After you are notified of a claim and given 48 hours to respond, we will charge for payment against any payment method on file in your account for any amounts due. If we are unable to charge the payment method on file or otherwise collect payment from you, you agree to remit payment for any damage to the rented item to us.

#### Insurance Verification:

- We may verify insurance coverage or the purchase of a damage waiver before finalizing the rental agreement.
- We may require satisfactory proof of insurance coverage, which may require adding us as an additional insured and loss payee for certain rental equipment.
- You agree to your photograph and form of identification being transferred, stored and processed by an insurer or insurance and protection

administrator as part of the consumer report authorization herein, as well as for any other security deposit and insurance and protection administration requirements set forth herein.

**Cost of Insurance or Damage Waiver:**

- The cost of insurance or a damage waiver, if applicable, will be clearly communicated to you before the rental agreement is finalized.
- Most of the products listed for rent on our site set forth the estimated insurance price. From time to time, there may be changes in the insurance providers and changes in the cost of insurance. If the cost of insurance increases between the time you placed your reservation and the time your reservation starts, you will be notified and additional payment will be requested from you via email.

**Customer Pickup and Return**

**Scheduled Pickup:**

- You must adhere to the scheduled pickup date and time as specified in the reservation.
- Early or delayed pickups may be accommodated, subject to availability and prior agreement.
- You are responsible to take necessary steps to record evidence of pre-existing damage to the rented item to prove the condition of the rented item at the commencement of the rental period. This may be done through photos or a video recording.

**Required Documentation:**

- You must present valid identification, a valid driver's license, and any other required documents at the time of pickup.

**Rental Agreement Signing:**

- You will be required to sign the pre-reservation inspection documents and the rental agreement, confirming your understanding of the terms, conditions, and responsibilities outlined in the agreement.
- You bear complete responsibility for all activities related to the rented items and are responsible for users, guests and third parties who use the rented items during your reservation.
- As a renter, you may be required to enter into one or more agreements with us in connection with our reservation that give effect to or modify our terms of service, policies and other agreements.

**Training and Instructions:**

- For certain equipment, you may receive training or instructions on proper usage, safety guidelines, and any unique features during the pickup process.

#### Return Timeframe:

- Renters must return the equipment by the agreed-upon time as specified in the reservation.
- Early returns are generally accepted, and late returns may incur additional fees.
- If a rented item is returned after the date and time due, you remain responsible for the loss of and any damage to the rented item until we inspect it.

#### Return Condition:

- Renters are responsible for returning the rented items in the same condition as received, accounting for normal wear and tear.
- A post-rental inspection will be conducted upon return.
- Failure to sign the post-rental inspection may make you ineligible to claim any damages for any purchased protection option. You authorize us to charge any amounts due in connection with the post-rental inspection to any payment method on file and acknowledge that failing to sign the post-rental inspection does not have the effect of prohibiting us from charging amounts due to the payment method on file.

#### Cleaning Requirements:

- Renters are expected to return the equipment in a clean and tidy condition, free from excessive dirt, debris, or personal items.
- Cleaning fees may apply if the equipment requires additional cleaning upon return.

#### Return Location:

- Renters must return the rented item to the designated return location agreed upon during the reservation process on the date and time due and in the same condition that you received it except for ordinary wear.

#### Finalizing Rental Agreement:

- The rental agreement will be finalized upon return, and any applicable charges, fees, or remaining balances will be processed.

### **Company Delivery and Pickup; Shipping:**

#### Delivery and Pickup Options

##### Company Delivery:

- If you choose our delivery service, we will bring the rental items to the specified location and retrieve them at the end of the rental period. Please provide accurate delivery details to ensure a smooth process. We may require you to add additional days to your reservation to cover delivery time if the delivery cannot be made within one day due to risk of

exceeding the driving hours restrictions imposed by the Federal Motor Carrier Safety Administration.

- We will endeavor to deliver the rented item during the requested time frame. You acknowledge that the only requirement for delivery is for the rented item to be delivered at any time on the day of the reservation start date if the reservation start time is before 4:00 p.m. CST, otherwise it may be delivered the following day. As a result, we highly encourage you to build in sufficient time into your reservation for delivery delays. Times specified by you in your reservation are merely targeted goals and not enforceable terms under any contract in connection with your rental.
- We will endeavor to pick up the rented item during the requested time frame. You acknowledge that the only requirement for pickup is for the rented item to be picked up at any time on the last day of the reservation if the reservation end time is before 4:00 p.m. CST, otherwise it may be picked up the following day. As a result, we highly encourage you to build in sufficient time into your reservation for pickup delays. Times specified by you in your reservation are merely targeted goals and not enforceable terms under any contract in connection with your rental.
- You hereby waive any and all claims of any nature whatsoever against us that may arise as a result of us delivering the rented item outside of the targeted time frame.

#### Third-Party Shipping:

- In cases where third-party shipping is selected, the responsibility for the timely arrival and return of rental items rests with the shipping service. You should consider the transit time when planning your rental period. Rented items are not shipped until the start day of the reservation. The reservation period selected should cover round trip shipping.

#### Inspection on Receipt

##### Upon Receipt:

- Upon receiving the rental items, whether through our delivery service or a third-party shipper, you are responsible for promptly inspecting the items. Any discrepancies or damages should be reported to us immediately and no later than the end of the day on the first day of the reservation.

#### Late Pickup

##### Extension Request:

- If you require an extension or anticipate difficulty with the scheduled pickup, please contact us in advance. Late pickups without prior notice may result in additional fees.

## Late Returns and Shipping Delays

### Communication:

- If there are unexpected delays in returning the rental items or if shipping is delayed, promptly communicate the situation to us. Additional charges may apply for late returns or shipping delays.

## Shipping Damages

### Damaged in Transit:

- If rental items are damaged during shipping by a third party, document the damages upon receipt and notify both the shipping company and us immediately. We will work with you to address the situation.

## Pickup Process

### Scheduled Pickup:

- For rental items picked up by our company, we will coordinate the pickup time. Please ensure the items are ready for retrieval at the agreed-upon time.

### Inspection on Pickup:

- An inspection will be conducted during pickup to assess the condition of the rental items. Any additional charges for damages or missing items may apply.

## **Late Returns and Penalties:**

### Timely Return:

- You are expected to return the rented equipment by the agreed-upon date and time specified in the rental agreement.
- Late returns may inconvenience other customers and disrupt our schedule.

### Grace Period:

- A grace period may be provided for late returns, but this is at our sole discretion.
- You should communicate with us if you anticipate a delay in returning the equipment.

### Late Fees:

- Late fees will be applied for returns beyond the agreed-upon rental period.
- The amount of the late fee and the duration of the grace period will be clearly outlined in the rental agreement.



#### Calculation of Late Fees:

- Late fees may be calculated on a daily or hourly basis, depending on the equipment and rental period.
- The calculation method for late fees will be specified in the fees page and/or rental agreement.

#### Communication of Delays:

- You are required to promptly communicate any delays or potential late returns to us as soon as possible.
- Lack of communication may result in additional penalties.

#### Extension Requests:

- If you anticipate the need for an extension, you must request it from us well in advance.
- Extensions are subject to availability and approval by us.

#### Penalties for Excessive Delays:

- Significant delays without proper communication may result in additional penalties or charges.
- Excessive delays may be considered a violation of the rental agreement.
- Rentals that are excessively delayed in being returned beyond the return date and time may result in legal action being taken, which could potentially have criminal and civil ramifications.

#### Failure to Return:

- Failure to return the rented equipment without proper communication may be treated as a violation of the rental agreement.
- Legal action and additional charges may be pursued in such cases, which could potentially have criminal and civil ramifications.
- If the rented item is stolen, you must notify us and the local police department as soon as possible after discovering the theft.

#### Notification of Penalties:

- You will be notified of any late fees or penalties incurred due to delayed returns.
- An itemized breakdown of charges will be provided.

#### Dispute Process:

- If you believe you were wrongly charged late fees, you may follow the dispute resolution process outlined in our [terms](#).

It is your responsibility to adhere to the agreed-upon return schedule and to promptly communicate any issues or delays to us. We reserve the right to enforce late fees and penalties in accordance with the terms outlined in the rental agreement, our terms of service and other policies.

## Use Restrictions:

Renters are expected to adhere to these use restrictions to ensure the safe and proper utilization of the rented equipment. Violation of these restrictions may result in penalties, termination of the rental agreement, and potential legal action. The prohibited uses listed herein are not intended to be exhaustive. If you have any questions about your planned use, please contact us.

### Authorized Use:

- The rented equipment is to be used solely for its intended purpose as described in the rental agreement.
- Any use outside the scope of the agreement requires explicit authorization from us.

### Prohibited Activities:

- You are strictly prohibited from engaging in activities that may pose a risk to personal safety, the safety of others, or the integrity of the rented equipment. Under no circumstance will you continue to operate or use any rental item when it is reasonable to expect that further operation would cause damage to the rented item.
- Prohibited activities include, but are not limited to, reckless driving, overloading, misuse, modifications, and alterations.
- In connection with your use of the rented items, you warrant, covenant and agree that, unless otherwise agreed to by us in writing, you will not allow the rented items to be, to the extent applicable:
  - operated in breach of any local state, or federal law, act, regulations, or rules or bylaws;
  - taken outside the United States;
  - used to carry illegal, dangerous, hazardous, volatile liquids, gases, explosives or other corrosive or inflammable material;
  - used for any illegal purpose or in any race, speed test, rally or contest;
  - abandoned; or
  - sublet.

### Compliance with Laws:

- You represent and warrant that you have considered all laws applicable to the operation of the rented items and have secured any necessary permits or licenses related to the operation of the rented items.
- You must comply with all local, state, and federal laws and regulations governing the use of the rented equipment.
- Any illegal or unauthorized use may result in immediate termination of the rental agreement.

No Subleasing:

- You are not allowed to sublease, subrent, or loan the rented equipment to third parties without our explicit written consent.

Geographic Restrictions:

- You must adhere to any geographic restrictions specified in the rental agreement.
- Crossing international borders or restricted zones may require additional permissions or may be strictly prohibited.

No Unauthorized Modifications:

- You are prohibited from making any modifications or alterations to the rented equipment without our prior written consent.

No Use Under the Influence:

- You are strictly prohibited from operating the rented equipment under the influence of alcohol, drugs, or any impairing substances.

Return in Clean Condition:

- Renters are required to return the rented equipment in a reasonably clean condition.
- Excessive dirt, stains, or other forms of uncleanliness may result in cleaning fees.

**Termination of Rental Agreement:**

Upon termination of the rental agreement, you are obligated to return the rented equipment promptly and in the condition specified. Termination may involve additional fees, charges, or legal actions as outlined in the rental agreement and applicable laws.

Early Termination by You:

- If you wish to terminate the rental agreement before the agreed-upon period, please provide us with written notice. Keep in mind that early termination may be subject to applicable fees and conditions outlined in the rental agreement.

Failure to Pay:

- We reserve the right to terminate the rental agreement if you fail to make timely payments as specified. Termination due to non-payment may result in additional fees and the repossession of the rented equipment.

Breach of Agreement:

- We may terminate the agreement if you breach any terms or conditions outlined in our site, in our policies, in our terms or in the rental agreement. Breaches may include unauthorized use, taking the rented item to a prohibited location, failure to return the equipment on time, and violations of use restrictions.

- We may repossess any rented item at your expense without notice to you if such rented item is abandoned or used in violation of law, this agreement, our terms of service, our other applicable agreements or our policies. You agree to indemnify us, defend us, and hold us harmless from all claims, liability, costs and attorneys' fees we incur resulting from the rental, your use of the rental or our repossession of the rented item. **We make no warranties, express, implied or apparent, regarding any rented, purchased or complimentary item, no warranty of merchantability and no warranty that such item is fit for a particular purpose.**
- If, in our sole discretion, you are not abiding by local regulations, misuse the website or our systems or are in material breach of this agreement or terms of service or other policies or agreements, we reserve the right to terminate your reservations immediately without refund. If you are abusive or offensive to any employee or representative of us, we reserve the right to terminate your reservations immediately without refund.

#### Safety Concerns:

- In the interest of safety, we may terminate the agreement if we become aware of concerns related to the operation of the rented equipment. This is to prevent potential risks to you or others. In such case, we may require the immediate return or recovery of the rented items.
- We may, without notice to you, suspend or cancel your reservation at any time even without receiving notice from you if we suspect, in our sole discretion, that your account with us or your email account is being used in an unauthorized or fraudulent manner.

#### Non-Compliance with Laws:

- Failure to comply with local, state, or federal laws and regulations may result in the termination of the rental agreement.

#### Misuse or Negligence:

- If you misuse, abuse, or neglect the rented equipment, we reserve the right to terminate the agreement. Misuse may include activities that cause damage beyond normal wear and tear.
- If you misuse rented items, you will be fully financially responsible for any related claims, loss, or damage, and your protection plan and/or insurance and/or damage waiver may be voided, if applicable.

#### Unauthorized Modifications:

- Any unauthorized modifications or alterations to the rented equipment may lead to termination. Modifications without our written consent can compromise safety and void warranties.

#### Insufficient Documentation:

- If you fail to provide required documentation, such as a valid driver's license or insurance, we may terminate the agreement. Proper documentation is essential for legal and insurance compliance.

Force Majeure:

- In the event of unforeseen circumstances beyond our control, such as natural disasters or accidents, we may terminate the agreement.

Mutual Agreement:

- The rental agreement may be terminated by mutual written agreement between you and us. Both parties must agree to the terms and conditions of the termination.

## **Incorporation by Reference; Related Agreements**

The terms of service are hereby incorporated by reference *mutatis mutandis*. By renting from us, your rental is subject to the following:

- Terms of Service
- Cancellation and Refund Policy
- Purchasing Policy
- Privacy Policy
- Fees
- Any terms set forth in the product or service listing details on our website

## **II. SPECIFIC TERMS FOR CERTAIN TYPES OF RENTALS**

The specific terms below are only applicable to the types of rentals identified in each section or subsection.

### **Renter Eligibility: Age Restrictions**

Age will not be a disqualifying factor if you are thirty (30) years of age and older. Renters under the age of 30 years may be subject to premium pricing, additional verifications, additional protection coverage and may require a guarantor.

You must be at least 25 years of age or older to rent a recreational vehicle, commercial trailer, heavy duty vehicle or equipment, certain specialty equipment, certain equipment that requires increased levels of training and/or caution to safely operate such equipment and/or any rental item that exceeds \$45,000 in value and is less than \$85,000 in value. Towing is not permitted by renters under 25 years of age.

You must be at least twenty-one (21) years of age or older to rent a motor vehicle with a value exceeding \$20,000.

### **Renter Eligibility: Foreign Licenses and Identification**

If you hold a license or identity document from a country or jurisdiction where you reside, other than the United States, you will need to provide your passport and a photograph of your license or identity document. You may be required to provide a copy of your international driver's license. Should a foreign license or identity document be in a language other than English, it must be accompanied by an accredited English Translation.

### **Renter Eligibility: Special Licensing and Permits**

If you rent a truck for towing, a recreational vehicle to be used for towing, or a trailer, you are responsible for ensuring you understand and comply with federal and local laws regarding special licensing and weight restrictions. We may require you to present a CDL with certain endorsements applicable for your intended use. You also must ensure that you understand and comply with any weight restrictions of your tow equipment, including the GVWR, GCWR and towing capacity. We may require you to disclose information about your load combination.

The qualifications of any additional drivers and use of the rented items are solely at your determination, discretion and risk. We do not undertake to evaluate the skill and expertise of any additional driver.

### **Renter Eligibility: Driving History**

If you rent a motor vehicle or trailer that you will move during your rental, you must have at least three (3) years of good driving history to rent a motor vehicle or trailer that you will move. You should not have had any major violations within the past three (3) 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.

### **Motor Vehicles and Trailers**

To rent or use a motor vehicle or trailer, you must possess a current, valid (non-temporary) driver's license.

You are required to wear your seat belt during the operation of a rental vehicle and to require your passengers to wear seat belts. You agree that any passenger in a rented automobile that is under eight (8) years of age will be transported in the rear seat of the vehicle and in a child restraint system.

You, and not us, are responsible for all passengers on board a rented vehicle or trailer, the users of the rented items, as well as the conduct of those passengers and users. Prior to inviting passengers or other guests into a rented item or users to use a rented item, you agree to inform all such persons that you are solely responsible for their safety and that we disclaim any and all such responsibility.

If we provide a driver (including amongst others drivers to chauffeur and delivery drivers) for your rental, you remain responsible for all damage to the rental, missing equipment, down time and our administrative expenses connected with damage regardless of whether or not your or our provided driver is at fault.

You are responsible for paying the applicable authorities directly for all parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or any rented item during the rental period. If we are notified by the authorities that we may be responsible for payment of a Violation, you authorize us to release your rental and payment card information to a processing firm (a "Processor") for processing and billing purposes or to charge your payment method on file. If we or the Processor pay a toll or Violation on your behalf, you authorize us or the Processor to charge all such payments, service fees and administrative fees to any payment method you have on file.

If the rented item is towed or impounded during the rental period, you are responsible for all expenses relating to the towing, storage, impoundment and recovery of the rented item.

You are responsible for all tolls and tickets incurred during the rental period.

### **Motor Vehicles, Trailers and Large Tools and Equipment: Fitness**

If we reasonably determine that you are unfit to drive at the commencement of the rental period, you will be deemed to have canceled the reservation and the full cancellation fee of 100% and any service fees or add-ons or other amounts expected to be due will be payable. We may deem you to be "unfit" for any reason in our reasonable discretion, including but not limited to: your apparent intoxication; your appearing to be under the influence of any substance; your seeming inability to use or otherwise operate

the rented item; the expiration of your driver's license; your providing inaccurate or fraudulent information regarding your age, license, or eligibility criteria.

### **Motor Vehicles and Trailers: Additional Drivers**

You may add additional drivers to your reservation who meet the eligibility criteria to be a renter. Additional drivers are required to be verified by us, provide their own driver's license and be added to the reservation to be eligible for insurance protection purchase through us while driving (in addition to you, sometimes referred to as a "Verified Driver" or an "Authorized Driver"). Additional drivers added to reservations also assent to this agreement, our terms of services, and other applicable agreements and policies. You are ultimately responsible for all behavior of any additional drivers. You understand that providing possession of the vehicle or trailer to anyone other than a Verified Driver may mean that the rental period does not have adequate protections and coverages for damages and other liabilities, which leaves you completely responsible. Drivers must be verified for every reservation to qualify for coverage.

You agree that you will not allow anyone other than a Verified Driver to drive, operate or otherwise cause the vehicle or trailer to move (sometimes collectively referred to as "use") the vehicle or trailer you rented.

You acknowledge that we do not have an obligation to conduct a background check on you or any additional driver.

Renters, Authorized Drivers and any authorized signatories acting on behalf of an entity all agree to be jointly and severally liable for all obligations in connection with the rental.

### **Motor Vehicles and Trailers: Insurance and Damage**

We require you to obtain, retain and provide sufficient insurance and protection for the rented item. All rented items will be required to have at least minimum coverage for bodily injury and property damage liability for state minimum financial responsibility. Prior to the start of your reservation, you must furnish to us a copy of the certificate of insurance and insurance binder or endorsement or declaration covering the rented motor vehicle or trailer and adding Cars and More LLC dba RentFlex360 to the policy as an additional insured for the liability coverage and loss payee for the property damage coverage during the reservation period.

Unless advance approval is received, you are required to possess an existing personal or commercial insurance policy that extends coverage to the rented motor vehicle or trailer. The coverage must be sufficient to cover the value of the rented motor vehicle or



trailer, and the deductible may not exceed the security deposit. Your insurance is primary as to all claims and liability related to the vehicle or trailer rental unless otherwise disclosed by us in writing.

For most of our motor vehicles and trailers, we offer you the opportunity to purchase episodic protection for liability, comprehensive, collision damage and physical damage. Most of these policies are secondary excess policies, which means that your personal insurance is the primary insurance coverage. With an excess offering, your primary insurer is first responsible for defending and indemnifying the insured in the event of a claim. The excess offerings provide coverage above your underlying limit of primary insurance. That is, the excess protection coverage only provides coverage after any primary insurance that may apply. If there is no primary insurance policy in place, then the excess policy will be the primary policy. If the protection plan is canceled at your request prior to taking possession of the rented item, the insurer may disallow any refund or cancellation. If the protection plan is canceled at your request after taking possession of the rented item, the protection plan is non-refundable. If an insurer declines to extend coverage to your rental to the extent required, your reservation may be canceled and you may receive a refund of amounts paid except processing fees and identity verification fees, at our sole discretion.

The coverage territory covered by insurance includes: the United States of America; the territories and possessions of the United States of America; Puerto Rico; and Canada; and anywhere else in the world, provided that your responsibility to pay damages is determined in a suit on the merits in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement agreed to with the insurer. Certain of our insurance providers exclude Mexico and the vicinity of Black Rock Desert, Nevada from coverage.

When backing up a recreational vehicle or trailer, you should have someone behind such rented item to guide you and watch for obstructions. Failure to have someone behind the rented item providing guidance and watching for obstructions may result in denial of an insurance claim and leave you 100% responsible for any resulting damage. We encourage the spotter to record or take photos of them providing such assistance, so that you have sufficient record to provide to an insurer upon request.

Insurance will not cover tire blowouts or failures or the damage directly caused by a tire blowout or failure. Any tire blowout or failure that occurs during a reservation is your responsibility. If you receive our authorization to replace the damaged tire, the replacement tire must be of similar or better quality, tread (no less than 5/32") and age (not to exceed 6 years). Damaged tires should not be discarded and should be returned to us.

If towing and hauling is permitted with a rented item, any damage caused to the towed or hauled cargo is excluded from protection of any episodic insurance policy and should therefore be separately insured. Damage caused by the towed or hauled cargo to the rented item may be excluded from protection of any episodic insurance policy and should therefore be separately insured.

### **Motor Vehicles and Trailers: Repairs and Maintenance**

You agree to take all reasonable steps to properly maintain the vehicle or trailer during your reservation. Extensive use during your reservation or the timing of your reservation may require you to arrange with us to take the rented item to a professional service facility for routine maintenance, such as an oil change or greasing bearings.

During your reservation, you must check and maintain all fluid levels, if applicable, and return the rented items with at least the same amount of fluids as when received, if applicable. Rented items must be returned with the same fuel or propane level as at the time of pickup; *this requirement applies to all rented items (not just motor vehicles and trailers) that use measurable fluids (such as generators, grills, etc.)*. Additional fees may apply for fluid discrepancies.

### **Motor Vehicles and Trailers: Towing and Hauling**

On the first day of your reservation, you may be required to demonstrate your ability to hitch/unhitch, tow/haul and drive on different roads (e.g., streets, highways, gas stations), reverse and park before the rental will be released to you to start your reservation. If you do not pass the driving test, you may request us to deliver the rented items for a stationary rental (or you may arrange for professional delivery (please provide the company's DOT number)) or may request us to transport a load with our equipment .

Some basics (that you may already know) :

- Always be mindful of the RV or trailer tires and rear of the RV or trailer while turning. Wide turns are a must.
- Be comfortable with driving below the speed limit. Avoid ever going over the speed limit.
- Give yourself more time to come to stops or to slow down than you would if you were not towing
- Make sharp turns and park very slowly to limit/ prevent any damage from tire drag

- Plan your route ahead of time, including being familiar with gas stops, food stops, turns and bridge clearances

Things you may not know:

- the RV or trailer may be approximately the size of a semi truck trailer. It is very important to avoid low clearances for larger RVs and trailers. Please check the specs to confirm the minimum clearance. This issue often comes up for driving under bridges or overpasses, in enclosures, or gas stations.
- Not all gas stations are big rig friendly. It's usually good to find gas stations that have diesel as they usually accommodate semi trucks and have adequate space for maneuvering in and out of the gas station and have adequate clearance above.
- Before hitching up, you should lubricate the hitch (such as, for a fifth wheel, the inside of the hitch jaw (and any moving components) and the king pin).
- Try to avoid steep hills as this can damage the RV, trailer or the hauler
- This is not intended to be a comprehensive list. You have the obligation to fully educate yourself to be able to safely tow.

We do not represent and warrant to you that we can or will teach you how to safely tow. Notwithstanding anything to the contrary, you understand and agree, and waive any potential claims against the Indemnified Parties (as defined below), that Cars and More LLC sba RentFlex360 is not responsible for teaching you how to safely tow and none of the information provided by any Indemnified Party may be relied upon by you.

You agree to indemnify, defend, and hold us harmless as well as any of our employees, officers, directors, managers, affiliates, lessors, contractors, vendors and agents (each of the foregoing, the "Indemnified Parties") for any loss, damage, or legal actions against any of the Indemnified Parties as a result of your or another driver's operation or use of the rented item or any towing thereof during the rental period. This includes any attorney fees incurred for these purposes.

### **Motor Vehicles and Trailers: Use Restrictions**

In connection with your use of the rented vehicle or trailer, you warrant, covenant and agree that, unless otherwise agreed to by us in writing, you will not allow the rental items to be:

- used to carry any animal (other than service animals) inside;

- smoked in or vaped in;
- used for placing signs, lettering or loud speakers on the outside of the rented items;
- taken to a festival that is unauthorized by us, which includes “Burning Man” hosted by the Burning Man Project in the vicinity of Black Rock Desert, Nevada;
- used to tow or push anything;
- driven, moved or used by anyone other than you (unless such person has been previously approved by us);
- used to transport passengers or property for hire or for any other commercial purpose or used for the purpose of transporting or hauling of goods other than what might be reasonably expected of a non-commercial rental;
- driven off-road (including on any beach), on rugged terrain, submerged in water, brought into contact with salt water, used in a creek or river crossing, or through flooded areas;
- left unlocked or with the ignition key in the vehicle while it is unoccupied;
- driven otherwise than in a prudent and cautious manner;
- to be taken outside of the United States of America without our permission;
- to be taken into Mexico; and
- moved or operated if the insurance package selected only covers a stationary rental.

In connection with your use of the rented vehicle or trailer, you warrant, covenant and agree that under no circumstance will you allow the rental items to be:

- with respect to the roof or exterior of a vehicle or trailer, sat on, stood on or lied on;
- driven or moved in excess of 55 miles per hour (regardless of the posted speed limit; for higher speed limits, you should drive with your hazard lights on to notify others that you are a slow moving vehicle);
- used to transport passengers in or on a vehicle or trailer while such vehicle or trailer is being towed;
- towed by any vehicle that does not have a towing capacity that meets or exceeds the gross vehicle weight of the rented item;
- used when loaded beyond the manufacturer’s suggested tow rating for the rented items;
- driven through or under an overpass or other structure without sufficient overhead or side clearance;
- used in a manner that creates the risk of damage to the rented item due to inadequately secured cargo, improperly loaded materials or improperly distributed weights of materials;

- used when improperly secured to a towing vehicle or when a trailer or other load is improperly secured to the rental item;
- operated or towed by anyone who is sending or receiving an electronic message, included text (SMS) messages or emails;
- used or damaged by your intentional, wanton, willful or reckless conduct;
- used to carry more persons than is permitted by any relevant authority or detailed in the rented item's manual or on the rented item or specified on our website or in your portal; and
- driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law.

Under no circumstances shall you fail to summon the police to an accident involving a rented item.

### **Motor Vehicles and Trailers: Additional Undertakings**

If the rented item is involved in an accident (i.e., a sudden and unforeseen event causing physical loss or damage that is not intended or expected by you) causing significant damage to the rented item during the rental period, you must:

- make the rented item secure and inform the local police department immediately,
- record the license number of any other vehicles involved and the name and address of any other drivers involved,
- record the name and address of any witnesses,
- make a reasonable effort to secure evidence from any available witnesses to the incident,
- fill out the accident report in your rented item and provide a written description of the incident,
- take pictures,
- contact us as soon as possible and within twenty four (24) hours to inform us of the nature of the accident and extent of any damage, and
- discontinue use of the rented item unless you have explicit written permission from us.

### **Motor Vehicles and Trailers: Pets, Emotional Support Animals and Service Animals**

Pets and emotional support animals are not permitted in the rented item unless otherwise specified by us in writing. Service animals are welcome. To prove that your animal is a service animal, you may present us with service animal certification or licensure, which we may accept or reject at our sole discretion. We may require you to

answer the following questions: (1) is the dog a service animal required because of a disability and (2) what work or task has the dog been trained to perform. The questions may be required to be answered before or after your rental period. Failure to answer these questions will result in your animal not being recognized as a service animal and you will be subject to any applicable fees and penalties. We encourage you to keep your service animal in a crate while in a rented item that does not permit animals if your service animal is not performing services for you.

Any hair, urine, feces or other mess left behind by your service animal will subject you to cleaning fees.

You are strictly prohibited from tying up, leashing or otherwise securing any animal to the rented unit. You are also prohibited from leaving your animal unattended in a rented item. WE ACCEPT NO RESPONSIBILITY OR LIABILITY WHATSOEVER UNDER ANY CIRCUMSTANCE FOR INJURIES TO OR DEATH OF ANY ANIMAL, INCLUDING ANY HARM RESULTING FROM A DEFECTIVE HEATING OR COOLING SYSTEM.

### **Motor Vehicles: Use Restrictions**

In connection with your use of the rented vehicle, you warrant, covenant and agree that under no circumstance will you allow the rental items to be:

- Filled with the wrong fuel type (e.g. putting gas into a diesel vehicle or diesel into a gas vehicle) or octane (\*this applies to any rental item, not just motor vehicles, that uses fuel).

### **Recreational Vehicles: Additional Undertakings**

You are responsible for emptying the fresh and waste water holding tanks. You may prepay for us to do this service on your behalf. If the recreational vehicle is returned without the holding tanks emptied and you did not prepay for us to complete this service for you, a \$100 service fee will be added to the cost of holding tank dumping listed on our site for the rented recreational vehicle.

You are responsible for ensuring that your RV site is accessible for the unit you reserved. We try our best to assist you in the determination if your site is accessible for the unit you rented, but we do not guarantee our assessment since you have greater information than us. You should provide site information and submit site photos to [support@rentflex360.com](mailto:support@rentflex360.com) for review so that we may assist you in this determination. Some RVs may not be eligible to be parked on certain sites. Some RVs may not be capable of accessing certain sites. Please note that reservations that must be canceled

due to a site that is not accessible by the unit you reserved are deemed a renter cancellation and are not eligible for refund. Damage resulting from accessing or attempting to access a site shall be treated as damage caused by you; you shall indemnify us, hold us harmless and reimburse us for any such damage.

### **Recreational Vehicles: Use Restrictions**

In connection with your use of the recreational vehicle, you warrant, covenant and agree that, unless otherwise agreed to by us in writing, you will not allow the rental items to be:

- driven or towed in excess of 55 miles per hour regardless of the posted speed limit;
- used in a way such that the awning of the recreational vehicle is unrolled or used.

If we make an exception to the prohibition against awning use, you remain 100% liable for any damage or its replacement if your personal insurance will not cover it if you use the awning, regardless of cause or failure of other systems. Under no circumstances may the rental period exceed twenty-eight (28) days or more without our consent. Depending on the rented item, the insurer may place restrictions on the length of time of your reservation. In such instances, if you desire a rental period beyond the period allowed by the insurer, you agree to create a new and separate reservation and make the rented item available for inspection.

You agree not to, and not to permit your invitees to, drink water held in any rented RV's fresh water holding tank without proper filtering.

If you do not disclose to us in writing in the pre-reservation forms that you intend to use an onboard generator, your use of the such generator is prohibited. If generator use is disclosed and permitted, you agree not to run such generator for more than 7.5 hours substantially continuously. You agree to: (1) change the oil and filter every 100 hours of use, (2) check and replace, if needed, the air filter per 50 hours of use, and (3) replace the fuel filter and spark plugs per 400 hours of use, in each case, and such maintenance shall be performed by a repair facility that we approve of in advance of such maintenance being performed. Climate and elevation conditions may impact the need for more stringent maintenance. Some generators, including Onan onboard RV generators, are not manufactured to run in weather exceeding 90 degrees fahrenheit.

You are not entitled to any rights afforded to tenants of rented real property, and you waive all such rights that may exist under law to the fullest extent legally permissible,

including rights of eviction process or any rights as to warranty, enjoyment or habitability.

## **Recreational Vehicles and Motor Vehicles: Interior Damage Protection**

For most rentals, you may purchase interior damage protection, which may be provided by us, IMG or another protection provider. Many of the terms may be similar regardless of provider. If we provide interior damage protection, our coverage is subject to the below interior damage protection terms.

### What is Interior Damage Protection?

Interior Damage Protection provides coverage for accidental damages to the rental property interior while it's parked during your trip.

Interior Damage Protection provides coverage should you cause accidental damage to your rental property interior while it's parked during their trip. You may purchase protection for a flat, one-time fee while booking.

The plan provides coverage for accidental damages that can include: broken appliances and certain electronics, damaged interior doors, walls and furniture, stained bedding or linens, lost keys and re-keying costs.

### Why should a renter purchase Interior Damage Protection?

While no one expects to damage a rental, accidents do happen. We highly recommend purchasing Interior Damage Protection as it can help safeguard your security deposit. When normally we would deduct or keep all of your security deposit, you now can file a claim with us for up to \$1,500 and we can refund you your security deposit.

### FAQ's

#### *When can coverage be purchased?*

Plans are offered to you when you reserve the rental and can be purchased up until you pick up the rental.

#### *Can coverage be canceled?*

Yes, Interior Damage Protection can be canceled and removed from a booking up until departure. **Once a reservation has departed, it cannot be removed/refunded.**



*Does Interior Damage Protection cover pet damage?*

The plan can provide coverage for pet damage as long as pets are permitted to be present in the rental. Pet damage is not covered if having pets in the rental property violates the rental agreement. By default, pets are not permitted in any units unless the listing otherwise specifies they are permitted. Exceptions may be made on a case by case basis.

*Are all vehicles and renters eligible for coverage?*

Renters in violation of the rental agreement, such as attending Burning Man, are not eligible for Interior Damage Protection.

*Is there a coverage limit?*

Yes, the Damage Protection plan has a limit of \$1,500. If the damage to the unit exceeds this amount, we will then claim the remainder from your security deposit.

*Is there a deductible?*

Nope! If you need to file a claim see below for more details.

*What is not covered?*

Coverage is not provided for:

- units attending Burning Man festival or in the general vicinity;
- damage to the rental or its contents while in motion;
- damage to the rental resulting from a violation of the rental agreement terms;
- damage to windshields of the rental property;
- damage from another vehicle;
- damage to any other vehicle, structure or person;
- Collision or Comprehensive damage.

*How do I start an Interior Damage Protection claim?*

To seek reimbursement for damages, please send your request to [support@rentflex360.com](mailto:support@rentflex360.com). You will receive the claim form and instructions for next steps. Once you've completed your claim form and gathered supporting documentation, send your claim to us at [support@rentflex360.com](mailto:support@rentflex360.com).

A dedicated team member will process your claim from start to finish and will reach out to you if they have any questions or if additional information is needed.

### **Rented Items with Keys**

If a rented item goes missing and/or is stolen during the rental period (or an extension period), you must immediately return the original keys to us, file a police report immediately after discovering it is missing or stolen, but in no event more than 24 hours after discovering it has gone missing, and cooperate fully with us, law enforcement, and other authorities in all matters related to the investigation.

### **Parking**

We may allow you to park one or more vehicles on our premises during the course of a rental. By parking and/or leaving your vehicle, you acknowledge that you understand that you have full responsibility and assume all risk and liability for vehicles parked and left unattended. We nor the other Indemnified Parties do not assume any responsibility or liability for vehicles left parked on the premises due to any reason, including (but not limited to) theft, collision, fire, acts of god, weather, construction, damage or vandalism, whether it be from a manmade or natural disaster occurrence. If your vehicle must be removed from the property due to an unforeseen event, you are responsible for towing and storage fees. We reserve the right to select a towing company of our choice if the vehicle must be removed from the property. You agree to indemnify the Indemnified Parties against loss, cost or damage incurred as a result of any liability whatsoever with regard to driving and/or parking your or your invitee's vehicle on the premises. By driving or parking on the premises, you confirm that there is liability insurance on any such vehicle that is current and in effect at the time thereof.

### **Peer-to-Peer Sharing Sites**

Notwithstanding any listings on peer-to-peer sharing sites that may display the owner or host as an individual (any such individual constitutes an Indemnified Party under the Terms of Service) or any contracts in connection therewith, all rentals of our items are conducted with and are the responsibility of Cars and More LLC dba RentFlex360, not the individual listed as the host. By entering into this rental agreement, you acknowledge and agree that your rental transaction is with Cars and More LLC dba RentFlex360, a business entity, and not with the individual whose name may appear on the peer-to-peer sharing site.

You hereby waive any and all claims against the individual listed as the host on such peer-to-peer sharing sites, and agree to indemnify and hold harmless said individual

from any claims, actions, damages, or liabilities arising out of or related to the rental transaction. This indemnification includes, but is not limited to, any legal fees and costs incurred in defending against such claims.

## Terms of Service

Last Updated: June 14, 2024

### **OVERVIEW**

This website is operated by RentFlex360. Throughout the site, the terms “we”, “us” and “our” refer to RentFlex360. RentFlex360 offers this website, including all information, tools and Services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing or renting something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website, as it contains important information about limitations of liability and resolution of disputes through arbitration rather than court. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website, with or without notice to you. Any modification to these Terms will take effect immediately. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Certain areas of our website or Services (and your access to or use of certain aspects of the Services) or different programs or offers that we may extend to you, may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and the terms and conditions posted for a specific area of the Services, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Services.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and Services to you.

**THESE TERMS CONTAINS A BINDING MUTUAL ARBITRATION PROVISION. BY ACCEPTING THESE TERMS, YOU WAIVE YOUR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A**

## **JUDGE OR A JURY, INSTEAD ELECTING THAT ALL CLAIMS AND DISPUTES WILL BE RESOLVED BY ARBITRATION.**

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.

Any access or use of the Services by anyone under eighteen (18) years of age is expressly prohibited except as expressly set forth herein. By visiting the website or utilizing the Services, you warrant you are the requisite minimum age, and that you have the right, authority, and capacity to agree to and abide by these Terms.

We encourage you to consult an attorney and your other professional advisors regarding our Terms, policies and agreements. Nothing contained in these Terms or any of our policies or agreements or anything contained on our website should be construed as legal or professional advice.

### **SECTION 1 - ONLINE STORE TERMS**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

### **SECTION 2 - GENERAL CONDITIONS**

We reserve the right to refuse Service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete, timely, truthful, reliable or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

#### **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

#### **SECTION 5 - PRODUCTS OR SERVICES (if applicable)**

Certain products or Services may be available exclusively online through the website. These products or Services may have limited quantities and are subject to return or exchange only according to our [Refund Policy](#).

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or Services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or Service made on this site is void where prohibited.

We do not warrant that the quality of any products, Services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

#### **SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

We discourage you from giving anyone access to your username and password for your account with us. However, if you do give someone your username and password, or if you fail to adequately safeguard such information, you are responsible for any and all transactions that the person performs while using your account, even if those transactions are fraudulent or you did not intend or want them performed. YOU ACKNOWLEDGE AND AGREE THAT: (1) NEITHER WE NOR ANY OF OUR AFFILIATES WILL HAVE ANY LIABILITY TO YOU FOR ANY UNAUTHORIZED TRANSACTION MADE USING YOUR USERNAME OR PASSWORD OR FOR ANY DELAY IN SHUTTING DOWN OR PROTECTING YOUR ACCOUNT UNLESS YOU HAVE REPORTED UNAUTHORIZED ACCESS TO US; AND (2) THE UNAUTHORIZED USE OF YOUR USER NAME AND PASSWORD FOR YOUR WEBSITE ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO US. You agree to immediately notify us if you learn of or suspect unauthorized use of your account. We will never ask you for your password. You should notify us immediately if you receive any request for your password by someone purporting to be us or part of our team.

In connection with your use and access to the Services, you agree that you will not, nor advocate, encourage, request or assist any third party to fail to honor your commitments to us. In the event that you have a balance owing to us that becomes past due, such balance shall accrue eight (8%) percent compound interest per annum that will accrue on the outstanding balance for each month it remains unpaid, or the maximum permitted by law, whichever is less, plus all expenses of collection, including our attorneys' fees. You will continue to be charged for amounts owed to us during any period of payment delinquency.

In the event that you initiate a chargeback with your credit card company for payments made to us, we will use commercially reasonable efforts to dispute the validity of the chargeback. You agree to cooperate with us and to provide any information that may be reasonably requested by us in our investigation. You authorize us to share information about a chargeback with your financial institution, our financial institution, our advisors and our vendors, contractors, employees and agents to the extent reasonably required in order to investigate or mediate a chargeback. You acknowledge that chargeback decisions are made by the applicable issuing bank, card networks, or NACHA (National Automated Clearing House Association) and all judgments as to the validity of the chargeback are made at the sole discretion of the applicable issuing bank, card network, or NACHA. If the chargeback is upheld or additional funds are not secured, you are responsible for reimbursing us for all applicable amounts. You agree to pay us a five hundred (\$500) dollar dispute resolution fee for all chargebacks that are denied by the applicable financial institution. You authorize us to charge any payment method on file for this fee substantially concurrently with or after we provide you with notice.

For more details, please review our [Refund Policy](#).

## **SECTION 7 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement.

We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of the optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new Services and/or features through the website (including the release of new tools and resources). Such new features and/or Services shall also be subject to these Terms of Service.

## **SECTION 8 - THIRD-PARTY LINKS**

Certain content, products and Services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or Services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, Services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **SECTION 10 - PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our [Privacy](#)



[Policy](#). Except as provided in our privacy policy, any communication or material transmitted to us in connection with the site (including by email) or Services will be treated as non-confidential and non-proprietary. You grant to us a perpetual, royalty-free, irrevocable, transferable license to view, copy, adapt, translate, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, use, and otherwise exploit any information you transmit to us, including ideas, suggestions or other material and we may use, reproduce, publish, modify, adapt and transmit such information without restriction.

If you obtain another person's personal information directly or indirectly through our website or through any Services, we have granted to you a license to use such information only for: (i) website-related communications that are not unsolicited commercial messages, (ii) using Services offered through the website, and (iii) inquiring about or otherwise facilitating a financial transaction between you and us related to the purpose of the website. Any other purpose will require express permission from us.

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

By subscribing to marketing messages from RentFlex360 via your mobile device or email, you agree to the following:

**Subscription Service:**

- Text Messages: By providing your mobile number, you consent to receive recurring marketing messages from us to the number provided. Message frequency may vary. Message and data rates may apply.
- Emails: By providing your email address, you consent to receive marketing emails from us. You can unsubscribe at any time using the provided opt-out mechanism.

**Opt-In and Opt-Out:**

- Text Messages: To subscribe, enter your mobile phone number on our website [rentflex360.com](http://rentflex360.com). You may receive an initial confirmation message, and then you will be enrolled to receive recurring marketing messages. To opt-out, contact us at [support@rentflex360.com](mailto:support@rentflex360.com). You will receive a confirmation message upon opting out.

- Emails: To opt-out of email marketing, use the "unsubscribe" link provided in the footer of marketing emails.

Support/Help:

- For support or assistance with text messages or email support, contact us at [support@rentflex360.com](mailto:support@rentflex360.com).

Privacy:

- Your privacy is important to us. For details on how we collect, use, and protect your information, please review our Privacy Policy available at <https://rentflex360.com/blogs/policies-and-agreements/privacy-policy>.

Message and Email Delivery:

- We are not liable for delayed or undelivered messages or emails due to factors outside our control, including but not limited to carrier issues, connectivity problems, or incorrect contact information.

Changes to Terms:

- We reserve the right to update, modify, or revise these terms at any time. Subscribers will be notified of changes through a message, email, or by updating the terms on our website.

Termination of Service:

- We reserve the right to suspend or terminate the mobile and email subscription service at any time, for any reason, without notice.

Contact Information:

- For questions or concerns regarding these terms, please contact us at [support@rentflex360.com](mailto:support@rentflex360.com).

## **SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **SECTION 12 - PROHIBITED USES**

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

The license to use the website and Services granted to Users does not include any right of collection, aggregation, copying, scraping, duplication, display or any derivative use of the

website nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines that use tools to gather information for the sole purpose of displaying hyperlinks to the website, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent. You also agree not to dilute, tarnish or harm the RentFlex360 or Cars and More brand in any way, including through unauthorized use of the Services; registering and/or using "RentFlex360" or "Cars and More" or derivative terms in domain names, trade names, trademarks or otherwise; and register and/or using domain names, trade names, trademarks, social media accounts names, or other means of identification that closely imitate or are confusingly similar to RentFlex360 and Cars and more domains, trademarks, taglines, promotional campaigns.

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content or the Services and are prohibited from advocating, encouraging, requesting, or assisting any third party to use the site or its content or the Services:

- for any unlawful purpose;
- to solicit others to perform or participate in any unlawful acts;
- to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- to harass, abuse, insult, harm or threaten to harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- to submit false or misleading information;
- to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- to collect or track the personal information of others;
- to spam, phish, pharm, pretext, spider, crawl, or scrape;
- for your own unrelated purposes;
- to provide or submit any false or misleading information;
- to transfer your account and/or user ID to another party without our consent;
- for any obscene or immoral purpose; or
- to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

You agree not to do any of the following, unless otherwise previously and specifically agreed to by us:

- Any commercial use of the website or any content on the website, other than by Members in good standing;

- Reproduce any portion of the website on your website or otherwise, using any device including, but not limited to, use of a frame or border around the website, or other framing technique to enclose any portion or aspect of the website, or mirror or replicate any portion of the website;
- Deep-link to any portion of the website without our express written permission;
- Modify, translate into any language or computer language or create derivative works from, any content or any part of the website;
- Reverse engineer any part of the website;
- Sell, offer for sale, transfer or license any portion of the website in any form to any third parties;
- Use the website and its inquiry or other functionality other than to make legitimate inquiries or any other use expressly authorized on the website;
- Use the website to post or transmit information that is in any way false, fraudulent, or misleading, including making any reservation or inquiry under false pretenses, or taking any action that may be considered phishing or that would give rise to criminal or civil liability;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
- Violate, plagiarize or infringe on our rights including, without limitation, copyright, trademark, patent, trade secrets, rights of publicity or privacy or any other intellectual or proprietary rights; or
- Use or access the website in any way that, in our sole discretion, adversely affects, or could adversely affect, the performance or function of the website or any other system used by us or the website.

### **SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; LIQUIDATED DAMAGES**

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free or will meet your requirements.

We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.

The website and the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet, mobile devices and electronic communications. We are not responsible for any delays, delivery failures or other damages resulting from such problems.

You expressly agree that your use of, or inability to use, the Service is at your sole risk, and you waive any and all potential liability of RentFlex360 in connection with the Services, our products and your use thereof. The Service and all products and Services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for

a particular purpose, quiet enjoyment, durability, title, accuracy, non-infringement and warranties arising out of course of dealing or usage of trade. WE ARE NOT RESPONSIBLE FOR AND DISCLAIM ANY AND ALL LIABILITY RELATED TO AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE WEBSITE AND ITS CONTENTS AND ANY AND ALL LISTINGS OF OUR OFFERINGS AND ALL PRODUCT AND SERVICE SAFETY, INCLUDING DESCRIPTIONS, ANY PAST, CURRENT OR FUTURE RECALLS, INACCURACIES, SUITABILITY, SAFETY, QUALITY, FEATURES, SPECIFICATIONS OR OMISSIONS. We may, but do not commit to, undertake efforts to ensure the safety of products available through the Services. We do not make any warranties that the Services will be uninterrupted, error-free or completely secure; nor do we make any warranties as to the results that may be obtained by using the Services. In no case shall RentFlex360, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, Service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, exemplary, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, loss of use or any similar damages, whether based in warranty, contract, tort (including negligence), product liability, strict liability or otherwise, arising from your use of these Terms or our other agreements or policies, any of the Service or any products procured using the Service, the inability to use the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES OR LOSSES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IN ALL EVENTS, OUR LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE OR SERVICES IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES LESS PROCESSING FEES AND REIMBURSEMENTS YOU PAY TO US IN THE TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100.00 IN THE AGGREGATE FOR ALL CLAIMS. THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS.

**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.”**

You acknowledge that the actual damages likely to result from your breaches of these Terms by any of the following are difficult to estimate accurately and would be difficult for us to prove with certainty: (1) using our domains, trademarks, or taglines without our express consent, including without limitation registering website domains or social media handles, or bidding on online advertising keywords, (2) suing or asserting legal claims against us, our subsidiaries and affiliate companies, and each of their respective officers, directors, employees, shareholders, attorneys and agents in any manner prohibited or waived herein, or (3) creating or using an account that has the effect of circumventing our suspension, termination, or closure of another account. **You will pay the Company \$5,500 per breach in Liquidated Damages to compensate us 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 us 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.

YOU ACKNOWLEDGE AND AGREE THAT INTERNET TRANSMISSIONS ARE NEVER ENTIRELY SECURE OR PRIVATE, AND THAT ANY MESSAGE OR INFORMATION YOU SEND TO OR THROUGH THE SITE (INCLUDING CREDIT CARD INFORMATION) MAY BE READ OR INTERCEPTED BY OTHERS, EVEN WHERE A WEBSITE IS STATED AS BEING SECURE. WE SHALL HAVE NO LIABILITY FOR THE INTERCEPTION OR "HACKING" OF DATA THROUGH THE SITE BY UNAUTHORIZED THIRD PARTIES.

#### **SECTION 14 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless RentFlex360 and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, Service providers, subcontractors, suppliers, interns and employees (each of the foregoing, the "Indemnified Parties"), harmless from any claim, demand, liability, damages, losses and costs, including without limitation reasonable attorneys' fees (each of the foregoing, "Claims"), made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party. You shall cooperate as fully as reasonably required in the defense of any claim. 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 using any of the Services.

You waive any and all potential Claims, now existing or hereafter arising, against all Indemnified Parties (other than RentFlex360) arising from or relating to any transactions or attempted transactions with RentFlex360, and you also agree to indemnify, defend and hold harmless the Indemnified Parties (other than RentFlex360) regarding the same.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF

EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.

#### **SECTION 15 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **SECTION 16 - TERMINATION; COMPLIANCE WITH LEGAL REQUESTS**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

You agree that monetary damages may not provide a sufficient remedy to us for your violation of these Terms and you consent to us obtaining injunctive or other equitable relief for such violations. We may release information about you if required by law or subpoena, or if the information is necessary or appropriate to release to address an unlawful or harmful activity.

You may discontinue your use of the Services at any time and we may terminate your access to the Services 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 we may retain and continue to use any information previously provided by you. Termination of the Terms will not have any effect on the disclaimers, waiver or liability limitations, or legal disputes provisions under the Terms and/or any fees due, and all of those terms will survive any termination of the Terms.

#### **SECTION 17 - ENTIRE AGREEMENT**

The failure of or delay by us to exercise or enforce any right, remedy or provision of these Terms of Service shall not constitute a waiver of such right or provision, nor shall any single or partial exercise of any right or remedy by us preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by us to any breach of or default in any term or condition of these Terms shall constitute a waiver of or an assent to any

succeeding breach of or default in the same or any other term or condition hereof.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and governs your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### **SECTION 18 - CHANGES TO TERMS OF SERVICE; REVISIONS TO WEBSITE**

You can review the most current version of the Terms of Service at any time at this page. This version of the Terms became effective on the date set forth above and this version amends any version effective before such date.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. Any such changes will be effective immediately. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes. If the modified terms are not acceptable to you, your sole recourse is to stop using and accessing the Services and close your account within 30 days. If you choose to close your account, the previous effective version of these Terms will apply to you, unless you use the Services during the intervening 30-day period, in which case the new version of these Terms will apply to you.

Should any modification or amendment to these Terms not be effective, for whatever reason, the prior version of these Terms shall remain in effect and shall be controlling.

#### **SECTION 19 - ARBITRATION; DISPUTE RESOLUTION**

Our right to amend these Terms, in whole or in part, does not apply to this "Arbitration; Dispute Resolution" section. The version of this "Arbitration; Dispute Resolution" section in effect on the date you last accepted the Terms controls.

If a dispute arises between us, 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 at [legal@rentflex360.com](mailto:legal@rentflex360.com). We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

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



Subject to applicable law, you 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 Terms will be resolved in accordance with the provisions set forth in this section.

You acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable claims. You acknowledge and agree that we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all claims. Further, unless we both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding.

#### **Pre-arbitration dispute resolution.**

Should a dispute or claim arise between us, you and RentFlex360 agree to notify the other party of the nature of the dispute or claim prior to initiating arbitration, and the parties will attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact us by email at [legal@rentflex360.com](mailto:legal@rentflex360.com). Please provide your name, phone number, email, mailing address, and briefly describe both the nature of your dispute and the relief you would like from us. We encourage you to share any evidence that you have available to support your request. Prior to beginning an arbitration proceeding, you must send a letter describing your claims to us. If we have claims against you, we will give you notice at the email address or street address you have provided.

If we are unable to resolve the claims described in the notice within 30 days after the notice is sent, then the party desiring to pursue arbitration agrees to notify the other party via email of such desire and intent to initiate an arbitration. In order to initiate arbitration, a claim must be filed with either FairClaims or the American Arbitration Association ("AAA") as set forth below, pursuant to the FairClaims Rules or AAA's Consumer Arbitration Rules (together, the "AAA Rules"), as appropriate. Any settlement offer made by you or us shall not be disclosed to the arbitrator.

#### **Applicable law.**

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

#### **Agreement to Arbitrate.**

Any and all claims will be resolved by binding arbitration, rather than in court, except you may assert claims on an individual basis in small claims court if they qualify. This includes any claims you assert against us, our subsidiaries, users or any companies offering products or services

through us (which are beneficiaries of this Agreement to Arbitrate). This also includes any claims that arose before you accepted the terms of this Agreement to Arbitrate regardless of whether prior versions of the Terms required arbitration.

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

### **Exceptions to Agreement to Arbitrate.**

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

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

### **Arbitration procedures.**

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. An arbitrator can award the same damages and relief on an individual basis that a court can award to an individual.

The arbitration will be conducted by FairClaims in accordance with its Arbitration Rules and Procedures effective at the time a claim is made. Where the relief sought is \$100,000 or less (not including attorneys' fees and expenses), those Arbitration Rules and Procedures may limit the proceeding to a written submission and, if requested or at the arbitrator's discretion, there may be a live hearing by teleconference or videoconference. You agree that any required arbitration hearing will be conducted (a) via phone or video conference; or (b) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator. Where the relief sought is \$100,001 or more (not including attorneys' fees and expenses), those Arbitration Rules and Procedures may provide for limited discovery and streamlined proceedings. In the event FairClaims declines to or is unable to adjudicate the claim, the arbitration will be conducted by the AAA under its Commercial Arbitration Rules, as modified by this Agreement to Arbitrate.

In all cases in which a live hearing is requested or required, you and/or we may attend by video or phone. To the extent a location must be established for the arbitration, it shall be held in or within 50 miles of Lake County, Indiana or at another mutually agreed location.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users but is bound by rulings in prior arbitrations involving the same Cars and More LLC/RentFlex360 user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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

#### **Costs of arbitration.**

If you initiate arbitration proceedings, you will be responsible for certain costs. Where the relief sought is \$100,000 or less (not including attorneys' fees and expenses), you will be responsible for the initial filing fee, capped at \$375, and we will cover any additional fees or costs. Where the relief sought is \$100,001 or more (not including attorneys' fees and expenses), the parties will each pay our own arbitration fees consistent with the rules set by FairClaims (or AAA, as applicable) at the time the claim was made, unless otherwise stated in these Terms.

#### **Severability.**

With the exception of the provisions in the below section "Prohibition of class and representative actions and non-individualized relief," if an arbitrator or court decides that any part of the Agreement to Arbitrate is invalid or unenforceable, the other parts of the Agreement to Arbitrate

shall still apply. If an arbitrator or court decides that any of the provisions in the section "Prohibition of class and representative actions and non-individualized relief" is invalid or unenforceable, then the entirety of the Agreement to Arbitrate shall be null and void. The remainder of these Terms and dispute resolution section will continue to apply.

**Right to opt-out of arbitration; procedure.**

IF YOU ARE A NEW CARS AND MORE LLC / RENTFLEX360 USER, YOU CAN CHOOSE TO OPT-OUT OF THE AGREEMENT TO ARBITRATE BY EMAILING US AN OPT-OUT NOTICE TO [ARBITRATIONOPTOUT@RENTFLEX360.COM](mailto:ARBITRATIONOPTOUT@RENTFLEX360.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 TRANSACTION WITH US, 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 account to [arbitrationoptout@rentflex360.com](mailto:arbitrationoptout@rentflex360.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.

**Future amendments to the Agreement to Arbitrate.**

Notwithstanding any provision in these Terms to the contrary, the parties agree that if we make any amendment to the Agreement to Arbitrate in the future, that amendment shall not apply to any claim that you filed against us 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 us, you do NOT need to submit another one when these Terms are subsequently updated. Your first Opt-Out Notice will serve as a valid notice for future versions of these Terms.

**Judicial forum for legal disputes not subject to arbitration.**

Unless the parties agree otherwise, in the event that the Agreement to Arbitrate is found not to apply to you or to a particular claim or dispute, whether (1) as a result of your decision to opt out of the Agreement to Arbitrate, (2) as a result of a decision by the arbitrator or a court order, or (3) if one of the above exceptions to the Agreement to Arbitrate applies, you agree that any claim or dispute that has arisen or may arise between us will be resolved exclusively by a state, federal, or small claims court located in Lake County, Indiana. The parties agree to submit to the personal jurisdiction of a state court located in Lake County, Indiana or a United States District Court for the District of Indiana located in Lake County, Indiana. The parties agree that the substantive law of the state of Indiana will apply to any such claim or dispute without regard to conflict of law provisions.

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

THE PARTIES AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, WHETHER IN COURT OR ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT OR ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE COURT OR ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS, SUBJECT TO THE ABOVE EXCEPTION ALLOWING PUBLIC INJUNCTIVE RELIEF TO BE SOUGHT IN COURT BUT ONLY IF THAT EXCEPTION IS FOUND TO APPLY.

### **SECTION 20 - SPECIAL TERMS FOR GOOGLE MAPS.**

**Google Maps Terms of Use.** Your use of the website and Services is further subject to Google Inc.'s Terms of Service for Google Maps set forth at the following URL: [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) (or such other URL as may be updated by Google).

**Google Maps Legal Notices.** The legal notices set forth at the following URLs supplement the terms and conditions of these Terms, and are binding on you: (i) Google Maps/Google Earth Additional Terms of Service at [http://www.maps.google.com/help/legalnotices\\_maps.html](http://www.maps.google.com/help/legalnotices_maps.html) (or such other URL as may be updated by Google) and (ii) Google Privacy Policy at <https://www.google.com/policies/privacy/> (or such other URL as may be updated by Google).

### **SECTION 21 - RESERVATION OF RIGHTS; USE OF MARKS.**

We expressly reserve all rights in the website, the Services, and all other materials provided by us hereunder not specifically granted to you. It is acknowledged that all right, title and interest in the website, the Services, and all other materials provided by us hereunder, any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with us (or third-party suppliers, if applicable) and that the Services and all other materials provided by us hereunder are licensed and not "sold" to any party. Names, logos, and other materials displayed on the website and the Services constitute trademarks, trade names, service marks or logos ("Marks") of us or other entities. No User of the website or the Services is authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities. Any use of third-party software provided in connection with the Services will be governed by such third parties' licenses and not by these Terms.

### **SECTION 22 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [support@rentflex360.com](mailto:support@rentflex360.com) or directed to our [contact form](#).

## **SECTION 23 - MISCELLANEOUS PROVISIONS**

**Monitoring and Recording.** You authorize us and our 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 us or our agents for quality control and training purposes. You acknowledge and understand that your communications with us 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 our support email. Further, you expressly agree and authorize us to share recorded telephone conversations and related information with our insurance service providers for the purposes of claims review and adjudication.

**No Partnership.** Nothing contained in these Terms places you and us in the relationship of principal and agent, master and servant, partners, or joint ventures. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

**Governing Law.** These Terms are governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), AAA Rules, federal arbitration law, and the laws of the state of Indiana, without regard to conflict of laws principles. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law.

**Severability.** All rights and restrictions contained in these Terms may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render these Terms illegal, invalid or unenforceable. If any provision or portion of any provision of these Terms shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

**Notices.** For notices that are directed to you as part of our general user base, we may give notice by means of any of the following: (a) a general notice on the Services; (b) by electronic mail to your e-mail address on record in our account information; or (c) by written communication sent by first class mail or pre-paid post to your address listed in our account information. All notices sent to you specifically under these Terms (and not sent to the general customer base) shall be in writing, and may be given by means of any of the following: (x) by electronic mail to your e-mail address on record in your account information; or (y) by written communication sent by first class mail or pre-paid post to your address listed in your account information. All notices to be delivered by you to us shall be in writing and shall be delivered by contacting Company at [support@rentflex360.com](mailto:support@rentflex360.com). Either we, on one hand, or you, on the other hand, may update its contact information for receiving notices by providing written notice of such update to the other party in the manner provided in this paragraph. A notice delivered

electronically hereunder will be deemed to have been delivered on the date and time of the signed receipt or confirmation of delivery or transmission thereof, unless that receipt or confirmation date and time is not a business day or is after 5:00 p.m. CST on a business day, in which case such notice will be deemed to have been received on the next succeeding business day. A notice delivered by first class mail or pre-paid post will be deemed to have been given three (3) business days after mailing or posting.

**Assignment; Successors.** You may not assign, delegate, or transfer these Terms or any of your rights or obligations hereunder, without our prior written consent. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. We may assign our rights and obligations under these Terms, and may engage subcontractors or agents in performing our duties and exercising our rights hereunder, without the consent of you or any other party. These Terms shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**Limitation of Actions.** No action, regardless of form, arising by reason of or in connection with us, these Terms, our website, or the Services may be brought by you more than one year after the cause of action has arisen.

**Copyright Policy; Notice of Infringement.** The website and the Services are protected by U.S. copyright laws. You may not use, reproduce, modify, transmit, distribute or publicly display any part of the Website or the Content without our prior written consent.

**Expenses.** In the event of a breach of any agreement by you, or in the event of any attempt to collect a debt owed by you, you agree to pay for and reimburse us for all expenses incurred. This includes, but is not limited to, direct and indirect costs, legal fees, and attorneys' fees. The renter's obligation to reimburse these expenses applies regardless of the outcome of any legal proceedings or debt collection efforts.

**Feedback.** We love to hear what you have to say about us, the website, or the Services, whether good or bad and we encourage you to provide feedback, comments, and suggestions (collectively, "Feedback") to us at any time. You may send us feedback by contacting us support@rentflex360.com. You acknowledge and agree that all Feedback will be our sole and exclusive property and you hereby irrevocably assign to us and agree to irrevocably assign to us all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At our request and expense, you will execute documents and take such further acts as we may reasonably request to assist us to acquire, perfect, and maintain our intellectual property rights and other legal protections for the Feedback.

## Cancellation and Refund Policy

Last Updated: April 25, 2024

### **For Items Rented**

When you make a reservation with a reservation start date more than 30 days in advance, a 50% reservation deposit is charged when we accept the reservation. Otherwise, the reservation total is charged in full.

You may cancel a reservation within a specified timeframe without incurring cancellation fees. Cancellation fees may apply if a reservation is canceled outside the designated grace period. Cancellations made beyond the allowed period are considered late cancellations. Late cancellations may result in the forfeiture of the entire rental fee, and no refunds will be provided. The amount of the fee depends on the timing of the cancellation. The cancellation period and fees are:

- Free cancellation for and refund of all monies paid except processing fees:
  - 48 hours after booking, so long as at least 30 days remain before the reservation begins
  - 24 hours after booking when there are only 7 to 29 days remaining before the reservation begins
  - 1 hour after booking when there are less than 7 days remaining before the reservation begins
- If canceled more than 30 days prior to the start date of the reservation (or the initial reservation if your reservation was rescheduled):
  - Refunded
    - The remaining portion of the reservation deposit, net of non-refundable amounts listed below
  - Not refunded
    - Any fees and associated taxes, including processing fees, background check fees and identity verification fees plus
    - 10% of the reservation total
- If canceled less than 30 days prior to the start date of the reservation (or the initial reservation if your reservation was rescheduled) or after the reservation starts:
  - Refunded
    - \$0
  - Not refunded
    - 100% of the reservation

### **Non-Refundable Deposits**



Certain reservations may require non-refundable deposits, and the terms are communicated during the reservation process. Non-refundable deposits are not eligible for a refund under any circumstances.

Non-refundable deposits that are retained due to a cancellation outside of the free cancellation period may result in an account credit being applied to your account for use towards a future rental if the cancellation is made more than thirty (30) days from the reservation start date.

For rentals involving travel, we highly recommend travel insurance to protect you in the event of cancellations or disruptions to your travel plans, as travel insurance may reimburse you for non-refundable amounts for covered events.

### **Damages and issues**

You agree to complete a visual inspection before you begin your use of any rental. All defects and/or damage to the rental noted in the return inspection which are not noted on the checkout form (sometimes referred to as a departure form) completed shall be the sole responsibility of the renter.

If you arrive at the designated pick-up location at the commencement of a rental period and the rental is, in your reasonable opinion, materially different from the listing of the rental on our website, you may cancel the booking. In such circumstance, you will not need to pay a cancellation fee and you will receive a refund of the rental price (less any processing and identity verification fees and delivery or shipping fees) if:

- you notify us immediately of the cancellation and inform us of the reason you canceled the booking;
- we are satisfied (in our sole discretion) that the reason you canceled the booking was reasonable under the circumstances; and
- you take a photo or photos of the rental or the conditions that you believe demonstrate that the rental is materially different from the listing of the rental on our site and make such photo or photos available to us for verification.

### **Failure of Renter to Complete Pre-Reservation Requirements**

Each reservation may have pre-reservation requirements, some of which may require you to provide additional information or take action. These requirements will be communicated to you in writing prior to the start of your rental. If you do not complete the necessary pre-reservation requirements, your reservation will not be able to start and will be treated as a cancellation by you subject to this cancellation and refund policy.

## **No-Show Policy**

Failure to pick up or take possession of rented items at your reservation date and time without prior notice constitutes a no-show. No-shows are subject to the same terms as late cancellations, and no refunds will be issued.

## **Communication of Cancellation**

Customers are required to formally communicate cancellations through the provided channels, such as by emailing our support team at [support@rentflex360.com](mailto:support@rentflex360.com).

## **Refund Eligibility**

Refunds are issued based on the cancellation policy and the timing of the cancellation. Full or partial refunds may be provided for cancellations made within the allowable cancellation period.

## **Refund Processing Time**

Refunds, when applicable, are typically processed within 30 days from the date of cancellation. Processing times may vary depending on the payment method and financial institutions involved.

## **Discretionary Policy Exceptions**

U.S. military service members are eligible to receive a full refund except processing fees regardless of the cancellation policy if their cancellation is due to an active deployment or other military-issued order (we reserve the right to ask for supporting documentation, which may be verified).

In cases of unavoidable circumstances such as natural disasters or other unforeseen events, the company may offer flexibility in its cancellation policy. From time to time, at our sole discretion, we may offer refunds or credits outside of the cancellation policy.

## **For Items Purchased**

We have a 7-day return policy for items purchased “new”, which means you have 7 days after receiving your “new” item to request a return. We have a no return or exchange” policy for items purchased “pre-loved” or “used.”

To be eligible for a return, your item must be in the same condition that you received it, unworn or unused, with tags (if applicable), and in its original packaging without

damage. You'll also need the receipt or proof of purchase.

To start a return, you can contact us at [support@rentflex360.com](mailto:support@rentflex360.com).

If your return is accepted, we'll send you a return shipping label, as well as instructions on how and where to send your package. Items sent back to us without first requesting a return will not be accepted.

You can always contact us for any return question at [support@rentflex360.com](mailto:support@rentflex360.com).

### **Damages and issues**

Please inspect your order upon receipt and contact us immediately if the item is defective, damaged or if you receive the wrong item, so that we can evaluate the issue and make it right.

### **Exceptions / non-returnable items**

Certain types of items cannot be returned, like perishable goods (such as food, flowers, or plants), custom products (such as special orders or personalized items), and personal care goods (such as beauty products). We also do not accept returns for hazardous materials, flammable liquids, or gases. Please get in touch if you have questions or concerns about your specific item.

Unfortunately, we cannot accept returns on discounted sale items or gift cards or items designated as non-refundable.

### **Exchanges**

The fastest way to ensure you get what you want is to return the item you have, and once the return is accepted, make a separate purchase for the new item.

### **European Union 14 day cooling off period**

Notwithstanding the above, if the merchandise is being shipped into the European Union, you have the right to cancel or return your order within 14 days, for any reason and without a justification. As above, your item must be in the same condition that you

received it, unworn or unused, with tags, and in its original packaging. You'll also need the receipt or proof of purchase.

## **Refunds**

We will notify you once we've received and inspected your return, and let you know if the refund was approved or not. If approved, you'll be automatically refunded on your original payment method within 10 business days. Any refund granted will be net of any incurred and applicable fees, including (but not limited to) payment processing fees, cancellation fees, shipping or delivery fees and restocking fees. Please remember it can take some time for your bank or credit card company to process and post the refund too.

If more than 15 business days have passed since we've approved your return, please contact us at [support@rentflex360.com](mailto:support@rentflex360.com).

## **All Transactions**

All fees charged, credits issued and refunds paid by us are calculated in United States Dollars. We accept no liability for losses suffered as a result of converting currencies, and any exchange risks from the conversion of currencies is your responsibility.

All days identified herein end at 5:00 p.m. CST of such day. Anything after that time will be deemed to have occurred the following business day.

Processing fees are never refundable under any circumstances.

We are not required to provide any refund or honor any credit to you if you are terminated because you violated our terms of service or any of our policies or agreements.

When a refund request is denied, we may in our sole discretion issue an account credit or gift card, which may be subject to exclusions and may be more or less than the amount that you paid.

Any disputes related to refunds should be communicated in writing within seven (7) days of the date that we provided you notice of an unfavorable determination made regarding your refund request. The company will review disputes and respond according to the terms outlined in our terms of service, policies and any applicable agreements with you.

To request a cancellation, return, exchange or refund, please contact us at [support@rentflex360.com](mailto:support@rentflex360.com).

The [Terms of Service](#) are hereby incorporated by reference *mutatis mutandis*.

By placing an order with us, you thereby agree to our cancellation and refund policy.

## Purchasing Policy

Last Updated: January 18, 2024

### **How It Works: Buying with RentFlex360**

#### **Buying Process:**

- **Choose and Add to Cart:**
  - Explore our sale collection, add products to the cart, and proceed to checkout for straightforward purchases.
  - From time to time, limited products may provide the option for you to make an offer. We will review any offer requests and accept, decline or counteroffer.
- **Payment and Shipping, Delivery or Pickup:**
  - Pay for purchase items. Titled equipment may require additional documents for title transfer. You may select your preferred receipt option. Pickups will be scheduled in advance. You will receive delivery notifications if chosen. Tracking for shipping will be available.

#### **Items Listed for Rent and For Sale**

- Items on our site may be listed for sale, for rent, or both.
- If there are rentals for a sale item already booked and if we cannot find an alternative rental item, it is our intention that the reservations will be honored prior to effectuating the sale of such item.

#### **Combined Orders:**

- For combined rental and sale orders, both items will be delivered together at the start of the rental reservation period unless requested and agreed otherwise. For separate delivery times/dates, please place two separate orders.

#### **Make an Offer:**

- Some of our items will give you the opportunity to make an alternative offer than the listed price. If you make an offer, we will carefully consider your offer and either accept, reject or counteroffer. You will be notified of our decision via email.

## Privacy Policy

Last updated: January 15, 2024

This Privacy Policy describes how RentFlex360 (the "**Site**", "**we**", "**us**", or "**our**") collects, uses, and discloses your personal information when you visit, use our services, or make a purchase from rentflex360.com (the "**Site**") or otherwise communicate with us (collectively, the "**Services**"). For purposes of this Privacy Policy, "**you**" and "**your**" means you as the user of the Services, whether you are a customer, website visitor, or another individual whose information we have collected pursuant to this Privacy Policy.

Please read this Privacy Policy carefully. By using and accessing any of the Services, you agree to the collection, use, and disclosure of your information as described in this Privacy Policy. If you do not agree to this Privacy Policy, please do not use or access any of the Services.

## Changes to This Privacy Policy

We may update this Privacy Policy from time to time, including to reflect changes to our practices or for other operational, legal, or regulatory reasons. We will post the revised Privacy Policy on the Site, update the "Last updated" date and take any other steps required by applicable law.

## How We Collect and Use Your Personal Information

To provide the Services, we collect and have collected over the past 12 months personal information about you from a variety of sources, as set out below. The information that we collect and use varies depending on how you interact with us.

In addition to the specific uses set out below, we may use information we collect about you to communicate with you, provide the Services, comply with any applicable legal obligations, enforce any applicable terms of service, and to protect or defend the Services, our rights, and the rights of our users or others.

## What Personal Information We Collect

The types of personal information we obtain about you depends on how you interact with our Site and use our Services. When we use the term "personal information", we are referring to information that identifies, relates to, describes or can be associated with you. The following sections describe the categories and specific types of personal information we collect.

## Information We Collect Directly from You

Information that you directly submit to us through our Services may include:

- **Basic contact details** including your name, address, phone number, email.
- **Order information** including your name, billing address, shipping address, payment confirmation, email address, phone number.
- **Account information** including your username, password, security questions.
- **Shopping information** including the items you view, put in your cart or add to your wishlist.
- **Customer support information** including the information you choose to include in communications with us, for example, when sending a message through the Services.

Some features of the Services may require you to directly provide us with certain information about yourself. You may elect not to provide this information, but doing so may prevent you from using or accessing these features.

## Information We Collect through Cookies

We also automatically collect certain information about your interaction with the Services ("**Usage Data**"). To do this, we may use cookies, pixels and similar technologies ("**Cookies**"). Usage Data may include information about how you access and use our Site and your account, including device information, browser information, information about your network connection, your IP address and other information regarding your interaction with the Services.

## Information We Obtain from Third Parties

Finally, we may obtain information about you from third parties, including from vendors and service providers who may collect information on our behalf, such as:

- Companies who support our Site and Services, such as Shopify.
- Our payment processors, who collect payment information (e.g., bank account, credit or debit card information, billing address) to process your payment in order to fulfill your orders and provide you with products or services you have requested, in order to perform our contract with you.
- When you visit our Site, open or click on emails we send you, or interact with our Services or advertisements, we, or third parties we work with, may automatically collect certain information using online tracking technologies such as pixels, web beacons, software developer kits, third-party libraries, and cookies.



Any information we obtain from third parties will be treated in accordance with this Privacy Policy. We are not responsible or liable for the accuracy of the information provided to us by third parties and are not responsible for any third party's policies or practices. For more information, see the section below, *Third Party Websites and Links*.

## How We Use Your Personal Information

- **Providing Products and Services.** We use your personal information to provide you with the Services in order to perform our contract with you, including to process your payments, fulfill your orders, to send notifications to you related to you account, purchases, returns, exchanges or other transactions, to create, maintain and otherwise manage your account, to arrange for shipping, facilitate any returns and exchanges and to enable you to post reviews.
- **Marketing and Advertising.** We use your personal information for marketing and promotional purposes, such as to send marketing, advertising and promotional communications by email, text message or postal mail, and to show you advertisements for products or services. This may include using your personal information to better tailor the Services and advertising on our Site and other websites.
- **Security and Fraud Prevention.** We use your personal information to detect, investigate or take action regarding possible fraudulent, illegal or malicious activity. If you choose to use the Services and register an account, you are responsible for keeping your account credentials safe. We highly recommend that you do not share your username, password, or other access details with anyone else. If you believe your account has been compromised, please contact us immediately.
- **Communicating with you.** We use your personal information to provide you with customer support and improve our Services. This is in our legitimate interests in order to be responsive to you, to provide effective services to you, and to maintain our business relationship with you.

## Cookies

Like many websites, we use Cookies on our Site. For specific information about the Cookies that we use related to powering our store with Shopify, see <https://www.shopify.com/legal/cookies>. We use Cookies to power and improve our Site and our Services (including to remember your actions and preferences), to run analytics and better understand user interaction with the Services (in our legitimate interests to administer, improve and optimize the Services). We may also permit third parties and

services providers to use Cookies on our Site to better tailor the services, products and advertising on our Site and other websites.

Most browsers automatically accept Cookies by default, but you can choose to set your browser to remove or reject Cookies through your browser controls. Please keep in mind that removing or blocking Cookies can negatively impact your user experience and may cause some of the Services, including certain features and general functionality, to work incorrectly or no longer be available. Additionally, blocking Cookies may not completely prevent how we share information with third parties such as our advertising partners.

## **How We Disclose Personal Information**

In certain circumstances, we may disclose your personal information to third parties for legitimate purposes subject to this Privacy Policy. Such circumstances may include:

- With vendors or other third parties who perform services on our behalf (e.g., IT management, payment processing, data analytics, customer support, cloud storage, fulfillment and shipping).
- With business and marketing partners, including Shopify, to provide services and advertise to you. For example, we use Shopify to support personalized advertising with third-party services. Our business and marketing partners will use your information in accordance with their own privacy notices.
- When you direct, request us or otherwise consent to our disclosure of certain information to third parties, such as to ship you products or through your use of social media widgets or login integrations, with your consent.
- With our affiliates or otherwise within our corporate group, in our legitimate interests to run a successful business.
- In connection with a business transaction such as a merger or bankruptcy, to comply with any applicable legal obligations (including to respond to subpoenas, search warrants and similar requests), to enforce any applicable terms of service, and to protect or defend the Services, our rights, and the rights of our users or others.

We have, in the past 12 months disclosed the following categories of personal information and sensitive personal information (denoted by \*) about users for the purposes set out above in *"How we Collect and Use your Personal Information"* and *"How we Disclose Personal Information"*:

## **Category**

## **Categories of Recipients**

- Identifiers such as basic contact details and certain order and account information
  - Commercial information such as order information, shopping information and customer support information
  - Internet or other similar network activity, such as Usage Data
- Vendors and third parties who perform services on our behalf (such as Internet service providers, payment processors, fulfillment partners, customer support partners and data analytics providers)
  - Business and marketing partners
  - Affiliates

We do not use or disclose sensitive personal information for the purposes of inferring characteristics about you.

We have “sold” and “shared” (as those terms are defined in applicable law) personal information over the preceding 12 months for the purpose of engaging in advertising and marketing activities, as follows.

## **Category of Personal Information**

## **Categories of Recipients**

Identifiers such as basic contact details and certain order and account information      Business partners      and      marketing

Commercial information such as records of products or services purchased and shopping information      Business partners      and      marketing

Internet or other similar network activity, such as Usage Data      Business partners      and      marketing

## **User Generated Content**

The Services may enable you to post product reviews and other user-generated content. If you choose to submit user generated content to any public area of the Services, this content will be public and accessible by anyone.

We do not control who will have access to the information that you choose to make available to others, and cannot ensure that parties who have access to such information will respect your privacy or keep it secure. We are not responsible for the privacy or security of any information that you make publicly available, or for the accuracy, use or misuse of any information that you disclose or receive from third parties.

## **Third Party Websites and Links**

Our Site may provide links to websites or other online platforms operated by third parties. If you follow links to sites not affiliated or controlled by us, you should review their privacy and security policies and other terms and conditions. We do not guarantee and are not responsible for the privacy or security of such sites, including the accuracy, completeness, or reliability of information found on these sites. Information you provide on public or semi-public venues, including information you share on third-party social networking platforms may also be viewable by other users of the Services and/or users

of those third-party platforms without limitation as to its use by us or by a third party. Our inclusion of such links does not, by itself, imply any endorsement of the content on such platforms or of their owners or operators, except as disclosed on the Services.

## Children's Data

The Services are not intended to be used by children, and we do not knowingly collect any personal information about children. If you are the parent or guardian of a child who has provided us with their personal information, you may contact us using the contact details set out below to request that it be deleted.

As of the Effective Date of this Privacy Policy, we do not have actual knowledge that we “share” or “sell” (as those terms are defined in applicable law) personal information of individuals under 16 years of age.

## Security and Retention of Your Information

Please be aware that no security measures are perfect or impenetrable, and we cannot guarantee “perfect security.” In addition, any information you send to us may not be secure while in transit. We recommend that you do not use unsecure channels to communicate sensitive or confidential information to us.

How long we retain your personal information depends on different factors, such as whether we need the information to maintain your account, to provide the Services, comply with legal obligations, resolve disputes or enforce other applicable contracts and policies.

## Your Rights and Choices

Depending on where you live, you may have some or all of the rights listed below in relation to your personal information. However, these rights are not absolute, may apply only in certain circumstances and, in certain cases, we may decline your request as permitted by law.

- **Right to Access / Know.** You may have a right to request access to personal information that we hold about you, including details relating to the ways in which we use and share your information.
- **Right to Delete.** You may have a right to request that we delete personal information we maintain about you.

- **Right to Correct.** You may have a right to request that we correct inaccurate personal information we maintain about you.
- **Right of Portability.** You may have a right to receive a copy of the personal information we hold about you and to request that we transfer it to a third party, in certain circumstances and with certain exceptions.
- **Right to Opt out of Sale or Sharing or Targeted Advertising.** You may have a right to direct us not to "sell" or "share" your personal information or to opt out of the processing of your personal information for purposes considered to be "targeted advertising", as defined in applicable privacy laws. Please note that if you visit our Site with the Global Privacy Control opt-out preference signal enabled, depending on where you are, we will automatically treat this as a request to opt-out of the "sale" or "sharing" of information for the device and browser that you use to visit the Site.
- **Right to Limit and/or Opt out of Use and Disclosure of Sensitive Personal Information.** You may have a right to direct us to limit our use and/or disclosure of sensitive personal information to only what is necessary to perform the Services or provide the goods reasonably expected by an average individual.
- **Restriction of Processing:** You may have the right to ask us to stop or restrict our processing of personal information.
- **Withdrawal of Consent:** Where we rely on consent to process your personal information, you may have the right to withdraw this consent.
- **Appeal:** You may have a right to appeal our decision if we decline to process your request. You can do so by replying directly to our denial.
- **Managing Communication Preferences:** We may send you promotional emails, and you may opt out of receiving these at any time by using the unsubscribe option displayed in our emails to you. If you opt out, we may still send you non-promotional emails, such as those about your account or orders that you have made.

You may exercise any of these rights where indicated on our Site or by contacting us using the contact details provided below.

We will not discriminate against you for exercising any of these rights. We may need to collect information from you to verify your identity, such as your email address or account information, before providing a substantive response to the request. In accordance with applicable laws, You may designate an authorized agent to make requests on your behalf to exercise your rights. Before accepting such a request from an agent, we will require that the agent provide proof you have authorized them to act on your behalf, and we may need you to verify your identity directly with us. We will respond to your request in a timely manner as required under applicable law.

We use Shopify's ad services such as Shopify Audiences to help personalize the advertising you see on third party websites. To restrict Shopify merchants that use these ad services from using your personal information for such services, visit <https://privacy.shopify.com/en>.

## **Complaints**

If you have complaints about how we process your personal information, please contact us using the contact details provided below. If you are not satisfied with our response to your complaint, depending on where you live you may have the right to appeal our decision by contacting us using the contact details set out below, or lodge your complaint with your local data protection authority.

## **International Users**

Please note that we may transfer, store and process your personal information outside the country you live in, including the United States. Your personal information is also processed by staff and third party service providers and partners in these countries.

If we transfer your personal information out of Europe, we will rely on recognized transfer mechanisms like the European Commission's Standard Contractual Clauses, or any equivalent contracts issued by the relevant competent authority of the UK, as relevant, unless the data transfer is to a country that has been determined to provide an adequate level of protection.

## **Contact**

Should you have any questions about our privacy practices or this Privacy Policy, or if you would like to exercise any of the rights available to you, please email us at [support@rentflex360.com](mailto:support@rentflex360.com).

## Fees

Last Updated: April 16, 2024

Description	Eligibility	Amount	Applicability
Case Administration Fee	Applies when we have to report any rented item as stolen to law enforcement due to it not being returned	\$500	All rentals
Service Fee	If a recreational vehicle is returned without the holding tanks emptied and you did not prepay for us to complete this service for you	\$100	Recreational Vehicles
Convenience Fee	If we incur any costs, direct and incidental, associated with any breach or variance in performance relating to your responsibilities or our performance of any transaction with you	50% of costs incurred plus, in the case of tolls, \$1.50 per toll incurred, plus, in the case of parking/photo enforced traffic violation, \$15 per parking/photo enforced traffic violation	All rentals
Dispute Resolution Fee	Applies for all chargebacks that are denied by the applicable financial institution	\$500	All transactions
Liquidated Damages	(1) using our domains, trademarks, or taglines without our express consent, including without limitation registering website domains or social media handles, or bidding on	\$5,500	All transactions



	<p>online advertising keywords, (2) suing or asserting legal claims against us, our subsidiaries and affiliate companies, and each of their respective officers, directors, employees, shareholders, attorneys and agents in any manner prohibited or waived in our agreements, or (3) creating or using an account that has the effect of circumventing our suspension, termination, or closure of another account.</p>		
Interest	<p>In the event that you have a balance owing to us that becomes past due, such balance shall accrue compound interest per annum that will accrue on the outstanding balance for each month it remains unpaid</p>	8%	All transactions
Cancellation Fee	<p>See our <a href="#">cancellation and refund policy</a></p>		All rentals
Excess Hours Use	<p>Unless otherwise specified on the product page listing on our website for the rented item, hours used in excess of the number of hours included in a reservation</p>	\$3 per hour	Generators and any other rental item where hours used is a baseline metric for useful life and service benchmarks
Excess Mileage	<p>Unless otherwise specified on</p>	The full nightly rental rate	Motor Vehicles and any other

	the product page listing on our website for the rented item, mileage used in excess of the number of miles included in a reservation. Unless otherwise specified in a product listing, 250 miles are included per day.	divided by the number of included miles is charged per mile  Or if prepaid, \$0.35 per mile	rental item where mileage used is a baseline metric for useful life and service benchmarks
Identity Verification Fee	Applies to all rental orders	\$3	All rentals
Payment Processing Fee	All transactions are subject to a non-refundable payment processing fee as a percent of the total order amount	3.5% of the order total for orders placed on our website; otherwise, 4.5%, except that international transactions are subject to a 5% payment processing fee	All transactions
Cleaning Fee	If rented items are not returned substantially as clean as they were at the start of your reservation, we impose an hourly cleaning fee per cleaner up to \$2,000	\$100 per hour	All rentals
Administrative Fee	All damage incidents are subject to an administrative fee per occurrence	\$150	All rentals
Late Fee	All rentals returned later than the agreed upon date and time are subject to a late fee.	First Hour: \$0  Thereafter:  (1) the lesser of 50% of the daily or nightly rate, as applicable, per hour and the	All rentals

		<p>full daily or night rate (as applicable) per 8 hours (i.e., up to 4x the list price on our website per day) plus \$100</p> <p>plus</p> <p>(2) if tardiness interferes with another reservation, any lost earnings from such reservation up to \$5,000.</p>	
Refuel	When a rented item that uses gas or diesel is not returned with the same amount or is not prepaid	\$10 per gallon	All rentals that use gas or diesel
Propane	When a rented item that uses propane is not returned with the same amount or is not prepaid	\$75 up to the first 15 lbs plus \$75 up to the second 15 lbs plus \$3 per lbs thereafter	All rentals that use propane
Improper Return Fee	Rented items that are improperly returned or not returned as agreed (e.g., wrong location, not returned in substantially the same condition, returned at the wrong time without approval) will be charged an improper return fee	\$50	All rentals
Delivery Barriers Fee	Applies when we deliver and/or pickup the rented items and there are barriers present that make it difficult to	\$150	All rentals

	complete the delivery or pickup and such barriers delay delivery 30 minutes or more or cause damage to the rented item or delivery vehicle		
Excess Training Fee	Up to one hour of training is included in each reservation. Anything thereafter is subject to an hour charge. This does not apply when we are solely responsible for the excess time.	First hour: \$0 Thereafter: \$50 per hour	All rentals
Excess Setup/Takedown Fee	If setup/takedown is included in your reservation, this includes only 1 hour for setup and one hour for takedown. Anything thereafter is subject to an hourly fee. This charge is not applicable for instances where we are solely responsible for the excess time.	\$100 per hour	All rentals that have setup/takedown
Lost Key Fee	Keys that are not returned with the rented item are subject to a lost key fee to cover the administration process of getting the key replaced (this does not include the cost of the key itself)	\$100 per key or fob	All rentals that have keys
Smoking Fee	If any evidence of smoking is identified in a rental where it is prohibited, a fee is charged.	\$350	Recreational Vehicles, Automobiles, All rentals where smoking is prohibited

