

Company Rental Agreement Outline

Terms of Service

- Introduction and Acceptance of the Terms of Service

Please review our terms carefully as they contain important information regarding your legal rights, remedies, and obligations.

The Rentazon online sharing community is a cohesive where we all try to work together.

Our policy is one of fairness to both the renter and rentee, and we will do our best to resolve any and all disputes.

Rentazon, L.L.C. (hereinafter, “Rentazon”, “we”, or “us”), is the owner of rentazon.com, an online sharing marketplace that facilitates the listing of rentable items, ie. tools, clothing, costumes, household items, sports equipment, bikes, etc.

The following terms and conditions, together with any documents they expressly incorporate by reference govern each user’s (hereinafter, “you,” “your,” “Member,” or “User”) access to and use of the Rentazon website, including any subdomains thereof, and any other websites through which Rentazon makes the Rentazon website available (collectively, “Site”), any mobile applications and application interfaces (collectively, “Application”), and all associated services offered on or through Rentazon.com or by Rentazon (hereinafter collectively, the “Rentazon Services”), whether as a guest or registered User. The Site, Application and Rentazon Services together are hereinafter collectively referred to as the “Platform”. Rentazon’s [Community Rules](#), [Privacy Policy](#), and other terms applicable to your use of the Platform are incorporated by reference into these [Terms of Service](#).

All the provisions in the [Terms of Service](#), together with Rentazon’s [Privacy Policy](#) and [Community Rules](#), (and any applicable insurance coverage terms or damage waiver terms), constitute the “Agreement” between you and Rentazon. If you do not want to agree to these [Terms of Service](#), the [Privacy Policy](#), and the [Community Rules](#), you must not sign up as a User of the Platform or access or use the Platform. The headings of sections and paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of the Agreement.

By accessing or using the Platform, including by communicating with us or another Rentazon User, you agree to comply with, and be legally bound by, the provisions of these [Terms of Service](#) (hereinafter, “Terms of Service” or “Terms”), whether or not you become a registered User of the Platform. When you sign up as a Member of the Platform, you must agree to

Rentazon's [Terms of Service](#), [Community Rules](#), and [Privacy Policy](#) when prompted. The Terms constitute a binding legal agreement between you and Rentazon.

By using the Platform, signing up as a User, creating a Listing, and/or renting a listing you agree to the:

Terms of Service: <http://www.Rentazon.com/terms-of-service>

Privacy Policy: <http://www.Rentazon.com/privacy-policy>

Community Rules : <http://www.Rentazon.com/community-rules>

- **Modifications to the Terms**

We reserve the right to modify the Platform or revise and update the Terms (along with Rentazon's [Privacy Policy](#) and [Community Rules](#)) from time to time, in our sole discretion. If we modify the Terms, we will update the "Last Modified" date at the top of the Terms and we will send an email to the email address that each User submitted and/or post a notification on the Platform regarding the modification on the Platform. By continuing to access or use our Platform after we have posted a modification and/or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms.

All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. If the modified Terms are not acceptable to you, your only recourse is to stop using and accessing the Platform and close your Rentazon Account within 30 days, in which case the previous effective version of our terms (including the "[Terms of Use](#)") last modified will apply to you, unless you have used the Platform during the intervening 30-day period, in which case the new Terms will apply to you. You hereby waive any and all claims and rights with respect to notice of changes to the Terms (along with Rentazon's [Privacy Policy](#) and [Community Rules](#)) or other associated policies. In addition, some services offered through the Platform may be subject to additional terms and conditions distributed by Rentazon from time to time and your use of such services is subject to those additional terms, conditions and policies, which are incorporated into this Agreement by this reference.

Any changes to the dispute resolution provisions set forth in Dispute (Agreement to Arbitrate) and Governing Law and Jurisdiction sections will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Platform.

- **General Terms and Conditions**

Rentazon has created the Platform with certain technology that enables Listing owners or vendors (hereinafter, "Owners"), who are lessors of Listings, and renters (hereinafter, "Renters"), who are lessees of Listings, to communicate and arrange for the rental of Listings with each other.

Rentazon is not an owner, seller, vendor or operator of any Listings, except for Listings that are available on Rentazon's Profile (accessible at:

<https://www.Rentazon.com/losangeles/profile/Rentazon-inc>). Rentazon does not own, sell, resell, provide, rent, sub-rent, manage and/or control Listings or Platform offered in Listings, except for Listings on Rentazon's Profile.

Eligibility to Use Rentazon Platform: The Platform is offered and available to Users who are eighteen (18) years of age or older who can form legally binding contracts. By using the Platform, you represent and warrant that: 1) you are at least eighteen (18) years old; 2) you can form a binding contract with Rentazon and other Users; 3) you submitted accurate and truthful account, registration, identity, and verification information and documents; and 4) you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform. Any use of the Platform by anyone under eighteen (18) is expressly prohibited.

Rentazon Account Registration: In order to access certain features of the Platform, including listing, requesting, renting, you must register or sign-up to create a Rentazon account (herein, "Rentazon Account"), and provide official ID for verification purposes. Remove- {either by providing us your email address and creating a password or} Add- [You may also sign in] through a third-party networking account, including Facebook and Google accounts. After signing up as a User, you will have a User profile with a publically-viewable web address or URL (herein, "User Profile" or "Profile"). If you register a Rentazon Account and use a business display name, business-owned domain email address, business profile photo, business Profile logo, and/or business social links on your Rentazon Account, you agree and personally guarantee that you have the authority to bind the entity to this Agreement, and you agree that you, individually, and the business entity (including any and all of the business' owners, officers, directors, agents, and joint venturers) are legally bound by the provisions of the Terms. You may not assign or otherwise transfer your Rentazon Account and/or User ID to another party. You may not register more than one (1) Rentazon Account unless Rentazon authorizes you to do so.

Verification Procedure and Profile Badges: Before you message another User, or list, or rent a listing, you will provide us with certain information and documentation, including but not limited to identification information and documentation, about yourself and/or your business to enable us to attempt to verify your identity in order to become a "Verified Member." You promise to provide complete and accurate information and documentation to us about yourself and/or your business, and fix any and all errors, once discovered, in information and documentation that you have provided us. Rentazon has the right, but not the obligation, to undertake screenings, checks, and processes to help verify or check the identities and/or backgrounds of Users and associated businesses, but Rentazon does not endorse any User (including User's that create a

business Profile), or the User's background, or commit to undertake any specific verification or screening process, including but not limited to criminal background checks. We may, in our sole discretion, use third-party services to verify the information and documentation you provide to us and to obtain additional related information and documentation and corrections where applicable and you hereby authorize Rentazon to request, receive, use, and store such information and documentation. We may accept or reject your application to establish a Rentazon Account and/or become a Verified Member in our sole discretion.

We may at times offer features enabling Users to apply for or to receive certain digital badges (each, a "Badge") to be associated with your Rentazon Account. We may make available certain features, through which we may associate a Badge (including but not limited to a green check mark, a gold "elite" rectangle, a green "pro" rectangle, a blue "rental house" rectangle, a "vendor delivery" truck icon, a "prep space available" building icon, a "on-site technician" wrench icon, or a "backup guaranteed" camera icon) and/or badge descriptions for Users that have provided information and documentation to us, including but not limited to a User's 1) email address, 2) phone number, and 3) government ID. The display of a Badge and/or Badge description indicates only that a User has provided us with information to qualify for a Badge in our sole discretion. Any and all Badges and/or Badge descriptions do not designate, and Rentazon does not represent or warrant that, 1) we have verified that a User or Profile with a Badge and/or Badge description is the individual or business that they claim to be, 2) that a User or Profile is in fact the person or business identified in any identification document that user has provided to us, 3) that we have taken any steps to run a criminal or other background check or otherwise make an assessment of a User's (individual or business) integrity or character, or 4) we have verified that a User with a Badge and/or Badge description will be able offer any vendor services, including but not limited to delivery, an on-site technician, a prep space, or a backup Listing.

If you choose to provide us with certain information and documentation about yourself and/or your business to become a Verified Member and/or receive a Badge, you represent and warrant to us that 1) any document, including a government-issued identification document, that you provide to us is an accurate and unaltered image of the original document that is without error, and 2) that you have all necessary permissions to provide such documents to us and your submission of such documents to us will not violate any law or regulation or cause us to be subject to any investigation, prosecution or legal action. We may disclose your submitted document(s) or certain information and documentation, including personal information and documentation, you provide to our third-party service providers, investigators, and/or law enforcement agencies that may help us to detect inaccurate or fraudulent documents and related information. If you do not consent to our disclosure of submitted information and documentation you provide, you must not provide them to us.

Rentazon Account verification features, involving a Badge and/or Badge description may be discontinued at any time without notice, and we reserve the right to grant and revoke a Badge and/or Badge description, or Verified Member status, for any User, at any time, and without any liability to Rentazon.

User Information and Documentation Updates: You promise to update the information and documentation you have provided to us in the event of any changes to your identity information and documentation, contact information, or background. You promise to, and are solely responsible for, keeping your contact information up-to-date, as Rentazon may deliver notices to you at the most recent email, telephone, or address provided by you, and those notices will be considered valid even if you no longer maintain the email account, telephone number, or receive mail at that address, unless you provide updated contact information and documentation to us.

You promise to, and are solely responsible for, immediately reporting to Rentazon any and all of your felony criminal convictions and you agree that you have an ongoing duty to report any and all of your new felony criminal convictions. Rentazon does not represent or warrant that we have taken any steps to run a criminal or other background check or otherwise make an assessment of a User's (individual or business) integrity or character.

Rentazon's Role: Rentazon's responsibilities are limited to: (i) facilitating the availability of the Platform; and (ii) serving as the limited payment collection agent of each Owner for the purpose of accepting payments from the Renter, or third-party cardholder and/or bank account holder on behalf of the Owner, while assessing any applicable rental fees, transaction fees, rental cancellation fees, late rental drop-off fees, Service Fees (Owner fees), Community Fees (Renter service fees), Owner Profits (Owner profits after Service Fees are collected by Rentazon), Listing fees, insurance fees, damage waiver ('Damage Only' and 'Damage + Theft' as defined herein) fees and costs, deductibles, security deposits, any amounts owed by the Renter or third-party cardholder and/or bank account holder to the Owner or Rentazon, and/or any amounts that the Renter or a third-party cardholder and/or bank account holder have reported as a chargeback or disputed charge (where the cardholder and/or bank account holder, via their bank, dispute a charge to any of the third-party payment processors and/or service providers that we may use on behalf of the cardholder and/or bank account holder) and any associated chargeback or disputed charge fees (hereinafter, collectively known as "Transaction Costs").

As an Owner, you agree to grant Rentazon the right to allow the Renter to use any Listings rented by them, as agreed to between you and the Renter. As an Owner, you agree to fully authorize Rentazon to enter into agreements that include the aforementioned rights. You understand and agree that Rentazon does not act as an insurer, broker, or as your contracting agent. Any agreement you enter into with any other User is between you and the User and Rentazon is not a party to it.

Accessing the Platform: We reserve the right to withdraw or amend the Platform, and any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to Users, including registered Users.

Your Responsibilities and Account Security: You are responsible for making all arrangements necessary for you to have access to the Platform ensuring that all persons who access the Platform through your internet connection are aware of the Terms and comply with them. To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information and documentation. It is a condition of your use of the Platform that all the information and documentation you provide on the Platform is correct, current and complete. You agree that all information and documentation you provide to register with the Platform or otherwise, including but not limited to through the use of any interactive features on the Platform, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Rentazon Account is personal to you and agree not to provide any other person with access to the Platform or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your User name or password or any other breach of security. You also agree to ensure that you exit from your Rentazon Account at the end of each session. You should use particular caution when accessing your Rentazon Account from a public or shared computer so that others are not able to view or record your password or other personal information. We are not responsible for your failure to comply with this clause, or for any delay in shutting down or protecting your Rentazon Account after you have reported unauthorized access to us. No third-party is authorized by Rentazon to ask for your username and password, and you shall not request the credentials of another Member.

We offer a feature that allows a Member to add and authorize a third-party (hereinafter, "Authorized Person") to act on behalf of the Member, including but not limited to, communicating, picking up Listings, and/or dropping off Listings with other Members, after a Member adds the Authorized Person's name, e-mail address, phone number, and/or government-issued ID. When you add an Authorized Person to a Listing rental, you understand and agree that you are still legally bound by, the provisions of the Terms, and you are jointly and severally liable for any actions or inactions of the Authorized Person in relation with the Listing rental and transaction that you added the Authorized Person to, given that you are the responsible party for the Listing rental and transaction. You agree that if you or anyone makes a claim against the Authorized Person that is added to the Listing rental, you will indemnify and hold the Rentazon harmless from any liability, demand, loss, damage, or costs which you or another party may incur as the result of such claim. Rentazon is not responsible, or liable to any third-party.

Rentazon is an online marketplace where Members comply with the Terms and offer rentable Listings from other Members. While we have verification procedures for our Members and

processes in place to review Listings, we cannot guarantee the trust, accuracy, or legality of Listings, and the ability for Owners to rent out Listings or for Renters to rent out items. Rentazon also cannot ensure that a member will complete a rental transaction or guarantee the true identity, nationality, and age of a Member. We recommend that you communicate directly with other Members using the Platform to conduct your own assessment of another Member, and we strongly recommend that you do not transact with another Member when you're not comfortable with a potential transaction.

You agree that you will always use your Rentazon Account and the Platform in compliance with the Terms, applicable law, and any other policies and standards provided to you by Rentazon. We have the right to disable any Rentazon Account, Profile, username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of the Terms of Service.

- **Descriptions of Certain Rentazon Features**

Rentazon Rental: We offer a feature that allows Renters to request to rent, or rent a Listing offered for rental by an Owner.

Rentazon Rental Cart: We offer a feature that allows Renters to add one Listing offered for rental by one Owner, to a cart that aggregates the initial Transaction Costs, fees, and discounts, for all the Listings (hereinafter, "Cart"). **A Renter has an option to select a Listing pick-up date and return date for a Cart.** A Renter may have an option to select a coverage option for each Listing in a Cart. A Renter can create multiple Carts, where each Cart is associated with one Owner and one Rental Period.

Rentazon Rental Conversation: We offer a feature that allows Users to view a summary of a Listing rental, starting from when the Renter requests the Listing to when the rental is completed (hereinafter, "Rental Conversation"). The Rental Conversation includes the Owner and Renter's Rentazon Account names, any Authorized Person(s) added by a User, the Listing title that is linked to the Listing web address or URL, the original Rental Period, the Rental Invoice number that is linked to the Rental Invoice (described below), the order summary that includes any initial fees or profits associated with the rental, and a conversation thread between Owner and Renter that include Service system messages. The Rental Conversation for the Owner and Renter may display different information that is applicable to each User's role, including but not limited to the other User's name and information, the order summary that includes any initial fees or profits associated with the rental and the specific User, and certain Service options that be available to each User. A Rental Conversation may include multiple Listings, if the Renter requested multiple Listings to one Cart.

Rentazon Message Conversation: We offer a feature that allows Users to message each other (hereinafter, "Message Conversation") via a Listing or Profile. We recommend that any correspondence regarding a rental request, pending rental, active rental, completed rental, between two Users remain on the relevant Rental Conversation, and that the Message Conversation be used for other questions and correspondence.

Rentazon Rental Invoice: We offer a feature that allows Users to view a rental invoice that relates to a Rental Conversation (hereinafter, “Rental Invoice”). The Rental Invoice includes both User’s contact information, the Renter’s payment information (cardholder and/or bank account holder name), the original Rental Period, and order summary that includes any Transaction Costs and Owner profits associated with the rental.

Rentazon PRO: We offer a feature that allows Users to bid on a rental order request that is submitted by another User (hereinafter, “Rentazon PRO”). Rentazon PRO enables certain Owners, who are typically an established rental house company, to submit bids to potentially accept rental requests by certain Renters. Rentazon will attempt to present one or more bid options from Owners, presented as a Cart. The Renter will have the option to choose a Cart and complete the rental request for the Cart. The Owner will then have the option to accept the rental request. Rentazon PRO may be subject to minimum rental order sizes, which is indicated on the Rentazon PRO feature page.

- **Member Agreements**

FOR A RENTAZON RENTAL, YOU UNDERSTAND AND AGREE THAT RENTAZON'S TERMS OF SERVICE AND **COMMUNITY RULES**, IN CONJUNCTION WITH YOUR RENTAL CONVERSATION AND RENTAL INVOICE, EFFECTIVELY ESTABLISHES THAT A RENTAL TOOK PLACE BETWEEN THE YOU AND OTHER USER IDENTIFIED IN YOUR RENTAL CONVERSATION AND/OR RENTAL INVOICE, EFFECTIVELY ESTABLISHING A BINDING LEGAL AGREEMENT BETWEEN YOU AND THE OTHER USER IDENTIFIED IN YOUR RENTAL CONVERSATION AND/OR RENTAL INVOICE.

- **Transaction Charges, Authorizations, Cardholder and/or Bank Account Holder Liability, Disputes, and Collections**

Once a Renter agrees to rent a Listing on Rentazon, we process payment **at the time of pickup** from the Renter and remit payment to the Owner of the Listing. We may use third-party payment providers to process transactions. By using the Platform, you agree to pay us and receive payment through our payment providers (**such as Braintree, Stripe, and Plaid**) to process transactions. By using the Service, you agree to pay us and receive payment through our payment providers, and you agree to the terms and conditions and privacy policies of our third-party providers.

By providing Rentazon with payment credentials and billing information, you authorize Rentazon and any third-party payment processors and/or service providers that we may use, to store your payment credentials (whether it is a personal or business account) and billing information for future use by you, and for future charges for any unpaid balances you may owe to an Owner, and/or Rentazon.

By providing Rentazon with payment credentials (whether it is a personal or business account) and billing information for a third-party cardholder and/or bank account holder, you and the third-party cardholder and/or bank account holder agree that the third-party cardholder and/or

bank account holder has authorized Rentazon and any third-party payment processors and/or service providers that we may use, to store the third-party cardholder and/or bank account holder's payment credentials and billing information for future use by you and the third-party cardholder and/or bank account holder, and for future charges for any unpaid balances you or the third-party cardholder and/or bank account holder may owe to an Owner and/or Rentazon. You and the third-party cardholder and/or bank account holder agree that you and the third-party cardholder and/or bank account holder are jointly and severally liable for any unpaid balances you may owe to an Owner and/or Rentazon.

You authorize Rentazon, or you and the third-party cardholder and/or bank account holder agree that the third-party cardholder and/or bank account holder has authorized Rentazon, to use stored payment credentials and billing information for any unpaid balances of Transaction Costs that include, but are not limited to, rental fees, transaction fees, Service Fees (Owner service fees), Community Fees (Renter service fees), Owner Profits (Owner profits after Service Fees are collected by Rentazon), Listing fees, insurance fees, Damage Waiver ('Damage Only' and 'Damage + Theft') costs, deductibles, security deposits, any amounts owed by the you or the third-party cardholder and/or bank account holder to an Owner and/or Rentazon, and/or amounts that you or the third-party cardholder and/or bank account holder have reported as a chargeback or disputed charge (where the cardholder and/or bank account holder's bank disputes a charge to our payment processor on behalf of the cardholder and/or bank account holder) and any associated chargeback or disputed charge fees.

You may authorize a third-party to use your Rentazon Account in accordance with this Agreement. You acknowledge and agree that anyone you authorize to use your Rentazon Account may use the stored payment credentials and billing information on your behalf and that you will be responsible for any payments made by such person.

Rentazon will pursue all available methods available under law to collect unpaid balances. We may also engage collection agencies and legal counsel to collect unpaid balances and any applicable late payment fees. Rentazon, and any collection agencies that we engage, may report unpaid balances and any related Rentazon Account information to credit bureaus to be reflected in your credit report.

If Rentazon receives a cardholder and/or bank account holder dispute or chargeback for any charges that are owed by you from your use of the Platform, then you agree to immediately remit payment to Rentazon for the disputed charge amount and a \$35.00 dispute fee for each disputed charge. Rentazon will respond to any disputes with any information that indicates that the charge was authorized by you or a third-party cardholder and/or bank account holder.

As an Owner, you understand and agree that if Rentazon is unable to collect any Transaction Costs and funds related to a Listing rental, including disputed charges, from the Renter, you will refund any Owner profits or funds that were transferred to you, or the bank account added on your Rentazon Account, directly to Rentazon immediately. You also agree and authorize Rentazon to withdraw funds from the bank account added on your Rentazon Account, if necessary to reimburse Rentazon for any Transaction Costs and funds related to a Listing rental that Rentazon is unable to collect from the Renter.

You agree that all communication, including but not limited to communication from Rentazon, a collection agency, or legal counsel, regarding unpaid balances, delinquent accounts, and amounts owed to other Users may be made by contacting you via the e-mail address (electronic mail) or phone number you provided on your Rentazon account. In some cases, communication regarding unpaid balances, delinquent accounts, and amounts owed to other Users or Rentazon may be made by mailing a letter to the address you provided on your Rentazon account. You may dispute the information that Rentazon reports to a credit bureau by contacting legal@Rentazon.com, or you may contact the collections agency directly if they made a report to a credit bureau.

- **Use of Braintree for Payment Processing**

Rentazon uses Braintree, a division of PayPal, Inc. ("Braintree") for payment processing. In order for you to use Braintree's payment processing service, you must enter into the Merchant Service Agreement (MSA) with Braintree and its sponsoring bank. The MSA is available at www.braintreepayments.com/agreements/merchant. By accepting this Agreement, you agree: (a) that you have downloaded or printed the MSA, and (b) that you have reviewed and agree to the MSA. Please note that Rentazon is not a party to the MSA and that you, Braintree and Braintree's sponsoring bank are the three parties to the MSA and that Rentazon has no obligations or liability to you under the MSA. If you have questions regarding the MSA, please contact Braintree at 877.434.2894.

- **Use of Plaid for Payment Processing**

Rentazon uses Plaid Technologies, Inc. ("Plaid") to gather User data from financial institutions. By using our service (Platform), you grant Rentazon and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the [Plaid Privacy Policy](https://plaid.com/legal/), available at <https://plaid.com/legal/>.

- **Listings, Listing Conditions, and Rental Listing Prices**

Owners are responsible for creating their own Listings, and for the accuracy and content of their Listings. Owners must accurately describe the Listing and all of the Listing contents, so that the Renter, Rentazon, insurance companies, law enforcement, or courts can review exactly what a Renter rented. Owners must only upload photos that accurately represent the Listing that they are offering to rent to a Renter.

Owners are responsible for **setting a minimum coverage limit or accurate market value** for their Listing (hereinafter, "Replacement Value"). **The Listing Replacement Value is displayed publicly on the Listing** so that a Renter is aware of the Replacement Value prior to placing a

rental request. Accordingly, you, as an Owner, agree that a Renter, an insurance company, and/or Rentazon does not owe the Owner an amount for the repair or replacement of the Listing in excess of the Replacement Value that the Owner has set for Listing at the time the Renter submits a rental request for the Listing. Owners may adjust a Listing Replacement Value at any time, except for when a Listing has been requested by a Renter or in an active rental. Rentazon will keep track of any adjustments in the Listing Replacement Value.

Rentazon reserves the right to change the price of an Owner's Listing. Rentazon does so in order to maintain reasonable rental prices relative to other listing prices, with the intention to increase the likelihood that an Owner will have their Listing rented by a Renter. If an Owner does not agree with a price change, they have the option of closing their listing at any time, refusing to accept a rental request, or contacting Rentazon to discuss the issue.

- **Renters, Rental Period, and Renter Liability**

The period of time between when the Owner (or the Owner's Authorized Person) releases custody and control of the Listing to the Renter (or the Renter's Authorized Person) and when the Renter (or the Renter's Authorized Person) returns custody and control of the Listing to the Owner (or the Owner's Authorized Person) is known as the "Rental Period." **A Renter must request an initial Rental Period, with a set Listing pick-up day and time and a set Listing return day and time,** and the Owner may accept the Rental Period that the Renter requests. A Renter must request any modifications to an initial Rental Period, with a set Listing pick-up day and time and a set Listing return day and time, and the Owner may accept any modifications to the Rental Period that the Renter requests. Any Renter modifications to the Rental Period that are not accepted by the Owner are not authorized and may result in Rentazon or the Owner making a police report against the Renter and pursuing legal action against the Renter.

If the Renter damages, loses, steals, converts, transfers custody and control to a third-party of, and/or fails to return the Owner's Listing, within the Rental Period, the Renter agrees that they are liable for and agree to immediately pay for the repair or replacement of the Owner's Listing, up to the specified limit purchased and/or the Replacement Value of the Listing (as provided on the Listing when a Renter requests a Listing) and/or the amount not covered by a Renter's coverage option or insurance policy, and/or the entire deductible amount (if applicable) for the coverage option or insurance policy that covers the Listing. Renters are not liable for pre-existing damage or issues with an Owner's Listing, if there is proof of pre-existing damage or issues or if the pre-existing damage or issues are not caused by the Renter's rental and use of the Listing. We always recommend that both Owners and Renters use rental checksheets and thoroughly inspect Listings that they rent.

Rentazon is not liable for a User's (or the User's Authorized Person) deceptive or fraudulent acts, voluntary parting of Listings, the theft of Listings, and/or any other loss caused by User's (or the User's Authorized Person) deceptive or fraudulent acts and a User's (or the User's

Authorized Person) use of Rentazon.com, but Rentazon will completely cooperate with the investigation and produce information about the incident and parties involved, working with law enforcement and any insurance companies involved.

NOTE: AS STATED ABOVE, THE PLATFORM IS INTENDED TO BE USED TO FACILITATE OWNERS AND RENTERS CONNECTING, COMMUNICATING, LISTING, RENTING, AND/OR LISTINGS DIRECTLY WITH EACH OTHER. RENTAZON CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY PROFILES, USER-TO-USER CORRESPONDENCE, AND LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY LISTINGS. RENTAZON IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL PROFILES, USER-TO-USER CORRESPONDENCE, AND LISTINGS. ACCORDINGLY, ANY RENTALS WILL BE MADE AT THE USER'S OWN RISK. IN NO EVENT SHALL RENTAZON BE LIABLE TO A USER OR A RELATED THIRD-PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY PROFILES, USER-TO-USER CORRESPONDENCE, AND LISTINGS OR THE INFORMATION ON RENTAZON'S PLATFORM. WHILE RENTAZON WILL EXPECT A USER OR A RELATED THIRD-PARTY TO MAKE REASONABLE EFFORTS TO RETURN ANY PROPERTY THEY MAY RECEIVE THAT DOES NOT BELONG TO THEM, RENTAZON WILL NOT BE LIABLE FOR ANY LOSSES OF OR DAMAGE TO SUCH PROPERTY.

- Taxes

Rentazon cannot and does not offer Tax-related advice to any Users. Please consult your tax consultant to determine tax treatment for your rental activities and retain all relevant documentation. This statement is provided for information purposes only and is not intended to constitute tax advice.

"Tax" or "Taxes" mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), or any other taxes that the Owner may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

You understand and agree that you are solely responsible for determining (i) your applicable Tax reporting requirements, and (ii) the Taxes that should be included in a Listing price, and for including Taxes to be collected or obligations relating to applicable Taxes in your Listings.

You understand and acknowledge that appropriate governmental agencies, departments or authorities (the "Tax Authority") where you are located may require Taxes to be collected from Owners and Renters on the amount paid for the right to use of Listings for a Rentazon rental, **or on the amount paid for the right to purchase and obtain a Listing for a Rentazon purchase**, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these taxes may be required to be collected and remitted as a percentage of the actual Listing price (before tax) set by Owners, a set amount per day, or other variations. You are solely responsible for remitting to the relevant authority any Taxes included or received by you.

- **Community Rules**

When you sign up as a Member of the Platform, you must agree to Rentazon's **Community Rules**, along with the **Terms of Service** and **Privacy Policy**, when prompted. Please take the following rules and policies seriously and honor them in the spirit in which they are intended. We will do our best to enforce them consistently and fairly, and ultimately we'll try to do what we think is best in each situation.

Rental Cancellation Policy: Renters can cancel a Listing rental request before it is accepted, more than 48 hours before the start date, or within 2 hours of the request being accepted and the rental is fully refundable. If the Renter cancels within 48 hours of the rental pick-up date, they will receive a 50% refund. If the Renter cancels within 24 hours of the rental pick-up date, the rental is non-refundable. Rental cancellation fees are imposed at Owner's discretion.

Rental Pick-up & Drop-off Times: Renters must pick up Listing rentals after 2:00PM on the rental pick-up day and return equipment by 12:00PM on the drop-off day, unless both the Renter and the Owner agree, in writing on the Rental Conversation, to another time. Late rental drop-off fees may apply if any item is returned later than the agreed upon date and time.

Late Rental Drop-off Fees: Rentals dropped off after 12:00PM on the drop-off day, or after the previously agreed upon time, are subject to a late drop-off fee that equals a one day rental fee (including the Community Fee and any coverage option fees) for the Listing, unless otherwise agreed with the Owner. The Renter must immediately pay any late drop-off fee fees, which will be charged every 24 hours after late drop-off until the rental is returned to the Owner. Late rental drop-off fees are imposed at Owner's discretion.

Taking Rental Offline: The exchange of personal contact information before a rental request or offer has been accepted is not permitted. Any efforts to move rentals initiated on Rentazon off-site to avoid fees are strictly prohibited and may result in account suspension or termination. Any transaction initiated on Rentazon but completed off-site will not be protected by any of Rentazon's policies or protections.

- **Damage Waiver (Damage Only) Agreement, and Member Responsibilities**

Disclaimer: Rentazon is not an insurance provider, broker, or agent. Rentazon is not licensed in any state or country to be an insurance provider, broker, or agent. All of Rentazon's damage waiver coverage options (hereinafter, "Damage Waiver," "Damage Only,") are not insurance policies.

The following provisions are subject to User's compliance with all other terms and obligations under the Terms. Failure to comply with any terms and obligations under the Terms may result in a Renter's or Owner's full responsibility for damage, theft, and/or loss of a Listing, and the Renter's or Owner's agreement to pay for the repair or replacement of the Listing, even if a damage waiver coverage option or insurance policy was purchased or used by the Renter. The determination of whether a Member has complied with all other terms and obligations under the Terms is at the sole discretion of Rentazon.

Currently, Rentazon does not provide insurance or any other kind of coverage for spaces, automobiles, and/or drones. By renting spaces, automobiles, and/or drones, as a Renter, you understand and agree that you must have adequate and applicable insurance for rental of spaces, automobiles, and drones. Further, by renting spaces, automobiles, and drones, you agree to provide the Owner with an insurance certificate, generated by a licensed insurance provider, carrier, broker, or agent, that confirms your adequate and applicable insurance for rental of spaces, automobiles, and/or drones. Rentazon can not provide claim processing support or dispute resolution for the rental of spaces, automobiles, and/or drones.

Owners and Renters are also bound by any and all applicable terms and policies of any insurance provider, carrier, broker, or agent involved in the transaction between the Owner and the Renter. Rentazon recommends that you carefully read and understand any policy documents which may apply to a rental.

For insurance purchased from Athos Insurance (www.athosinsurance.com) on Rentazon (hereinafter, "Short Term Insurance," "Short Term," "Annual Insurance," or "Annual") , insurance documents may be agreed to or generated which include but are not limited to the Application, Proof of Insurance, Complete Insurance Policy, and Invoice and Payment Receipt. Any questions about a Short Term or Annual policy purchased on Rentazon should be directed to Athos Insurance, as Rentazon is not an insurance provider, broker, or agent. Rentazon is not licensed in any state or country to be an insurance provider, broker, or agent.

Damage Waiver (Damage Only) Agreement:

Renters have the option to purchase Damage Waiver (also known as “Damage Only”), for unintentional damage to a rented Listing that the Renter requested and rented, during the Rental Period.

The Damage Waiver option is not an insurance policy. The Damage Waiver option is a damage waiver that potentially waives the Renter’s liability for unintentional or accidental damage to the rented Listing, subject to the exclusions listed below (hereinafter, “Damage Waiver (Damage Only) Exclusions”). The Damage Waiver option is provided to Renter to waive their potential liability of the cost to repair or replace the rented Listing, up to the Replacement Value of the Listing at the time of rental. There is a \$500.00 USD maximum Replacement Value amount payable by Rentazon to repair or replace the Listing that is covered by the Damage Waiver option.

By purchasing the Damage Waiver option, you, the Renter of a Listing from an Owner on Rentazon, assume all responsibility and will be liable for all damage to, theft of, or loss of the Listing during the Rental Period. In order to reduce your exposure for such liability, Rentazon offers a Damage Waiver option that will reduce (but not eliminate) your responsibility for accidental damage to the rented Listing up to the specified limit purchased and/or the Listing Replacement Value, as determined by Rentazon. In return for paying the cost of the Damage Waiver option, so long as you fully comply with Rentazon's Terms and Community Rules, Rentazon will not be responsible for the replacement of the rented listing, but will be financially responsible for the repair of the rented Listing, unless one or more of the Damage Waiver (Damage Only) Exclusions applies as determined by Rentazon, up to the limit purchased and/or the Listing Replacement Value, for the duration of the Rental Period, minus any applicable deductible(s) (which can range, as the deductible is 18% the Listing Replacement Value (as provided on the Listing when a Renter requests a rental). If the rented item is destroyed beyond repair, user of the item will forfeit their deposit, plus the amount Rentazon will payout at damage waiver guideline limits. Refer to Damage Waiver guidelines.

Any deductible(s) are immediately due to Rentazon or the Owner of the Listing by the Renter of the Listing upon payment of the claim by Rentazon to the Owner. If the Renter, who is the purchaser of the Damage Waiver option, does not remit payment of the deductible amount which is due to Rentazon or the Listing Owner, Rentazon reserves the right and the Renter agrees and authorizes Rentazon to charge the Renter's payment method on the Renter's Rentazon Account or attempt to collect the debt using alternative methods.

The Damage Waiver option will apply to the rental transaction that it was purchased for, to the Renter listed on the Rental Invoice, during the listed Rental Period.

IMPORTANT NOTICE: The damage limitations set forth below are subject to your compliance with all of your obligations under the Terms and [Community Rules](#). Even if the Damage Waiver option is purchased, you agree that you will be responsible for the full amount of damages to or the loss of the rented Listing if you fail to comply with all of your obligations under the [Terms of Service](#) and [Community Rules](#).

DAMAGE WAIVER (DAMAGE ONLY) EXCLUSIONS: A violation of the Agreement (these Terms) shall exist and the Damage Waiver option is void and shall not apply to the following situations:

1. Damage and/or loss of the rented Listing was: a) Caused intentionally or as a result of willful and wanton misconduct; b) Occurred outside of the United States; c) A result of Dampness, Dryness or Extremes of Temperature; d) A result of the Renter's or any other party's negligence or recklessness; e) A result of fraud, deceit, scams, voluntary parting, or involuntary loss; f) A result of exposure to Water, Moisture, Sand, Gas, or Dirt; g) Caused by Governmental Action, Hidden or Latent Defect, Rust, Oxidation, Corrosion or Discoloration, Wear and Tear, Mechanical Breakdown, False Pretense, Insects, Vermin or Animals, Processing or Work Upon the Property, and Unauthorized Transfer; h) occurred or caused during travel, transit, shipment, or delivery of a rented Listing when not in the custody or control of the Renter (including but not limited to via train, plane, automobile, ship, postal mail, private carriers, couriers, security and customs checks (including checks by the Transportation Security Administration, United States Customs and Border Protection, or any other law enforcement or government agencies etc.); i) Caused by an Act of God (a natural hazard outside human control, or an instance of uncontrollable natural forces in operation for which no person can be held responsible);
2. Theft of any kind of the Listing (including but not limited to Theft from Renter, Theft by Renter, Theft by employee of Renter, Theft by associate of Renter).;
3. Rental and agreement to the Terms is based on fraudulent or material misrepresentation;
4. Loss of use of a rented Listing incurred by the Owner or Renter;
5. Loss (known or mysterious) of any and all items included the rented Listing that are not returned to the Owner at the end of the Rental Period;
6. Loss of income, loss of time, or any other loss that is monetized or any other cost related to the rented Listing that may be incurred by the Owner or Renter.;
7. Manufacturer's defects, or product or mechanical failure, not caused by the Renter.

In those circumstances where these Damage Waiver (Damage Only) Exclusions apply, you, as the Renter, agree to accept responsibility for damage to, loss of, or theft of the rented Listing and any liability for the repair or replacement cost of the Listing.

The determination of whether a theft has occurred is at the sole discretion of Rentazon, based on an investigation by law enforcement and Rentazon's own investigation, which may include contracting investigative services by private investigators and other third-parties. All claims of theft require: 1) a copy of a filed police report; 2) confirmation of the police report filing and a criminal investigation by law enforcement; and 3) any information or footage that can help provide details of the theft for Rentazon's investigation of the claim.

Rentazon considers any major scratches, scuffs, dents, broken pieces, or other major damage caused unintentionally or accidentally to be damage. Normal wear and tear (including scratches, scuffs, dents, or other less significant damage) is not considered to be damage under the Damage Waiver option, and therefore is not covered by the Damage Waiver option. The determination of whether damage is unintentional and not caused due to other circumstances, actions, or inactions, or if it is considered normal wear and tear as described herein, is at the sole discretion of Rentazon.

If Rentazon determines that the damage was unintentional and coverage under the Damage Waiver option applies, and the Renter elects to utilize the Damage Waiver option, the Renter agrees to pay Rentazon a deductible amount of eighteen percent (18%) of the Replacement Value of the Listing (as provided on the Listing when a Renter requests a rental), which is typically collected when Rentazon reimburses the Owner, and the Renter agrees to be charged the deductible amount, and agrees to Rentazon not refunding deductible amount if the Renter utilizes the Damage Waiver option. Valuation of the Listing, the cost of replacement of the Listing (if applicable), the cost of repair of the Listing (if applicable), and the repair provider who may repair the Listing (if applicable), is within the sole discretion of Rentazon.

If the Renter damages the Listing belonging to the Owner unintentionally or accidentally, which is included in the rental, within the Rental Period, the Renter agrees to pay for the repair or replacement of the Owner's Listing, up to the amount not covered by the Damage Waiver option (a claimed amount over \$2,000.00), and/or the entire deductible amount (if applicable).

If the Renter damages, loses, steals, converts, transfers custody and control to a third-party of, or takes any other action in regards to the the Listing which is not covered under the Damage Waiver option, or if one or more of Damage Waiver (Damage Only) Exclusions (as defined above) apply as determined by Rentazon, to the Listing belonging to the Owner, which is included in the rental, within the Rental Period, the Renter agrees to immediately pay the Listing Owner or Rentazon (to reimburse the Owner) for the repair or replacement of the Owner's Listing. Valuation of the Listing included in the rental is within the sole discretion of Rentazon.

Any peripheral items included in the rental, within the Rental Period, are not covered by the Damage Waiver option. Peripheral items include, but are not limited to, batteries, battery chargers, cases, cables, caps, lens hoods, etc. If the Renter damages and/or loses any peripheral item(s) included in the rental, within the Rental Period, the Renter agrees to pay for the repair or replacement of the peripheral item(s), whether or not the Renter has opted to purchase the Damage Waiver option. In the event of replacement or loss peripheral item(s) included in the rental, Renter agrees to pay Rentazon the value of the peripheral item(s) to be repaired or replaced, even if Renter purchases a Damage Waiver option, in order for Rentazon to repair or replace the Owner's peripheral item(s). Valuation of the peripheral items included in the rental is within the sole discretion of Rentazon. The determination of whether or not something is a peripheral item and not covered by the Damage Waiver option, is at the sole discretion of Rentazon.

Renters who purchase the Damage Waiver option must contact Rentazon and/or submit an incident form as soon as the rented Listing is damaged or lost. Rentazon will conduct an investigation, and at its sole discretion, conclude whether the Damage Waiver applies. Members agree to authorize Rentazon to conduct an investigation and solely determine if the Damage Waiver option applies. There are no guarantees that a purchaser of a Damage Waiver option will have any costs of repair or replacement of the Owner's Listing waived, and there are no guarantees that an Owner will be reimbursed for any costs of repair or replacement, or any other costs. If Rentazon determines that the Damage Waiver option does not apply, we will refund the Damage Waiver fee to the Renter.

You accept the provisions set forth within this 'Damage Waiver' section of the Terms and fully understand your obligations as described in the Terms.

NOTICE: THIS AGREEMENT OFFERS, FOR AN ADDITIONAL CHARGE, A DAMAGE WAIVER (DAMAGE ONLY) OPTION TO COVER YOUR FINANCIAL RESPONSIBILITY FOR ACCIDENTAL DAMAGE TO A RENTED LISTING IN YOUR CARE, CUSTODY, AND CONTROL. THE PURCHASE OF THE DAMAGE WAIVER (DAMAGE ONLY) OPTION IS NOT MANDATORY AND MAY BE WAIVED.

- **Owner Release and Waiver**

In order to rent a Listing, you, the Renter, accept this Listing Release and Waiver, which is effective between you, the Renter and Listing Owner as of the date when you first rent a Listing.

You represent that you are eighteen (18) years of age or older. If you are allowing a minor to be in the presence of and/or use of the Listing, you acknowledge and agree that you are solely responsible for the supervision of that minor throughout the duration of the Rental Period or after your purchase, and have read this Release and Waiver and agree to it on the minor's behalf. If you are renting a Listing on behalf of another person or company, you will ensure, and you represent and warrant, that each person or company on whose behalf you book has read and agreed to this Listing Release and Waiver, which shall apply to each of them as if the reference to "you" was a reference to him/her.

Assumption of Risks: You understand and acknowledge that the Listing may be hazardous and may carry the risk of injury or illness, including but not limited to physical injury, property damage, sickness disability, permanent paralysis, and death.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU KNOWINGLY, VOLUNTARILY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, OF RENTING A LISTING, INCLUDING EACH ITEM THAT AN OWNER RENTS TO YOU, EVEN IF THOSE RISKS ARISE FROM THE NEGLIGENCE OR CARELESSNESS OF THE OWNER OR OTHERS, OR DEFECTS IN THE EQUIPMENT, PREMISES, OR FACILITIES USED DURING THE RENTAL OR AFTER THE PURCHASE, OR OTHERWISE, AND YOU ASSUME FULL RESPONSIBILITY FOR PARTICIPATION IN THE RENTAL OF THE LISTING.

Release and Waiver: You acknowledge and agree that:(1) You have reasonably assessed the risks involved in the rental and have made an informed and voluntary choice to participate in the rental; (2) You alone, and not the Listing Owner, are responsible for determining your fitness for participating in the rental and your ability to fully understand any directions or warnings presented; (3) You will not participate in any rental when you have a physical, medical, or mental limitation or disability that may be relevant or may affect to the use the Listing that you are renting, or when you are aware or should reasonably be aware of any factors that may limit or prevent you from safely participating in the rental; and (4) You will act reasonably and responsibly and will comply with any provided and customary conditions, directions, and/or precautions for participation in the rental. If you notice any hazard during a Rental Period, you will stop participating in the rental immediately and inform the listing Owner.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU RELEASE AND PROMISE NOT TO SUE THE LISTING OWNER FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES (WHETHER ECONOMIC OR NON-ECONOMIC), DAMAGES, EXPENSES, COSTS OR LIABILITY OF ANY NATURE WHATSOEVER ARISING FROM OR IN CONNECTION WITH YOUR RENTAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY.

If you reside in California, you expressly waive the protection of Section 1542 of the California Civil Code ("Section 1542"), which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE

DEBTOR. You understand and agree that claims or facts in addition to or different from those which are now known or believed by you to exist may hereafter be discovered.

You intend this Listing Release and Waiver to be a complete and unconditional release of all liability to the greatest extent allowed by law. You agree that if any portion of this Waiver and Release is held to be invalid, the remainder notwithstanding shall continue in full force and effect.

Disclaimer of Warranties: TO THE MAXIMUM EXTENT PERMITTED BY LAW, LISTING OWNERS PROVIDE THEIR LISTINGS "AS IS," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, LISTING OWNERS EXPRESSLY DISCLAIM ANY WARRANTIES OF SAFETY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND AS TO THE ADEQUACY OF THE DIRECTIONS AND WARNINGS PROVIDED TO YOU.

Indemnification: You agree that if, despite this Listing Release and Waiver, you or anyone on your behalf make a claim against the Listing Owner relating to a Listing rental, you will indemnify and hold the Listing Owner harmless from any liability, demand, loss, damage, or costs which the Owner may incur as the result of such claim.

YOU AFFIRM THAT YOU HAVE READ THIS LISTING RELEASE AND WAIVER AND FULLY UNDERSTAND THE ASSUMPTION OF RISK, RELEASE, WAIVER, AND CONSENT CONTAINED IN IT. YOU FURTHER UNDERSTAND THAT YOU HAVE GIVEN UP RIGHTS BY AGREEING TO THE TERMS, AND HAVE DONE SO FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT.

- **Intellectual Property Rights**

The Platform and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Rentazon, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The Terms permit you to use the Platform for your personal, **non-commercial** use only. Any and all commercial use by you of the Platform must be expressly authorized by Rentazon.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Platform, except as follows: 1) Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; 2) You may store files that are automatically cached by your Web browser for display enhancement purposes; 3) You may print or download one copy of a reasonable number of pages of website for your own personal, non-commercial use and not for further reproduction, publication or distribution; 4) If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by

our end User license agreement for such applications; and/or 6) If we provide social media features with certain content, you make take such actions as are enabled by such features.

You must not: 1) Modify copies of any materials from this site; 2) Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; and/or 3) Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Platform or any services or materials available through the Platform without Rentazon's authorization. If you wish to make any use of material on the Platform other than that set out in this section, please address your request to: legal@Rentazon.com. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by Rentazon. Any use of the Platform not expressly permitted by the Terms is a breach of the Terms and may violate copyright, trademark and other laws.

- **Trademarks**

Rentazon name, the term "Rentazon," the Platform or Rentazon logo and all related names, logos, product and service names, designs and slogans are trademarks of Rentazon or its affiliates or licensors. You must not use such marks without the prior written permission of Rentazon. All other names, logos, product and service names, designs and slogans on the Platform are the trademarks of their respective owners.

Prohibited Uses: You may use the Platform only for lawful purposes and in accordance with the Terms. You agree not to use the Platform: 1) In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); 2) For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise; 3) To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in the Terms; 4) To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation; 5) To impersonate or attempt to impersonate Rentazon, a Rentazon employee, another User or any other person or entity (including, without limitation, by using e-mail addresses, display names, usernames, social links, or bios associated with any of the foregoing); and/or 6) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm Rentazon or Users of the Platform or expose them to liability. Additionally, you agree not to: 1) Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform, including their ability to engage in real

time activities through the Platform; 2) Use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform; 3) Use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without our prior written consent; 4) Use any device, software or routine that interferes with the proper working of the Platform. Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; 5) Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform; 6) Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack; and/or 7) Otherwise attempt to interfere with the proper working of the Platform.

- **User Contributions**

The Platform may contain Listings, User Profiles, message boards, chat rooms, personal web pages or profiles, forums, bulletin board, blogs, comment sections, social media features and other interactive features (collectively, “Interactive Platform”) that allow Users to post, submit, publish, display or transmit to other Users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Platform. All User Contributions must comply with the Content Standards set out in the Terms. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that: 1) You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns; 2) All of your User Contributions do and will comply with the Terms; and 3) You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Rentazon, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third-party, for the content or accuracy of any User Contributions posted by you or any other User of the Platform.

- **Monitoring and Enforcement; Termination**

We have the right to: 1) Remove or refuse to post any User Contributions for any or no reason in our sole discretion; 2) Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of Users of the Platform or the public or could create liability for Rentazon; 3) Disclose your identity or other information about you to any third-party who claims that material posted by you violates their

rights, including their intellectual property rights or their right to privacy; 4) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform; and/or 5) Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of the Terms. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform.

YOU WAIVE AND HOLD HARMLESS RENTAZON AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY RENTAZON AND/OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER RENTAZO OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake review of all material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any User or third-party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

- **Content Standards**

These content standards apply to any and all User Contributions and use of Interactive our Platform. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not: 1) Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable; 2) Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; 3) Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person; 4) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with the Terms and our [Privacy Policy](#); 5) Be likely to deceive any person; 6) Promote any illegal activity, or advocate, promote or assist any unlawful act; 7) Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person; 8) Impersonate any person, or misrepresent your identity or affiliation with any person or organization; 9) Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; and/or 10) Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

- **Ratings and Reviews**

After a completed transaction, Rentazon Members can leave a publically-displayed Profile review (“Review”) and submit a rating (“Rating”) about another Member. Ratings or Reviews reflect the opinions of individual Members and do not reflect the opinion of Rentazon. Ratings and Reviews are not verified by Rentazon for accuracy and may be incorrect or misleading. Ratings and Reviews by Members must be accurate and may not contain any offensive or defamatory language. Ratings and Reviews are subject to content terms in this Agreement and may be removed by Rentazon. Ratings and Reviews may also be displayed elsewhere on the Platform together with other relevant information about the Member.

- **Copyright Infringement**

If you believe that any User Contributions violate your copyright, email legal@Rentazon.com for a copy of our Copyright Policy and for instructions on sending us a notice of copyright infringement. It is the policy of Rentazon to terminate the Rentazon Accounts of repeat infringers.

- **Reliance on Information Posted**

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents. The Platform may include content provided by third parties, including materials provided by other Users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Rentazon, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Rentazon. We are not responsible, or liable to you or any third-party, for the content or accuracy of any materials provided by any third parties.

- **Changes to the Platform**

We may update the content on the Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

- **Information About You and Your Visits to the Platform**

All information and documentation we collect on the Platform is subject to our [Privacy Policy](#). By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

- Other Terms and Conditions

All actions through our site or other transactions for the rental of Listings or information formed through the Platform or as a result of visits made by you are governed by our terms and conditions which are hereby incorporated into these Terms. Additional terms and conditions may also apply to specific portions, services or features of the Platform. All such additional terms and conditions are hereby incorporated by this reference into these Terms.

- Linking to the Platform and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent. The Platform may provide certain social media features that enable you to: 1) Link from your own or certain third-party services to certain content on the Platform; 2) Send emails or other communications with certain content, or links to certain content, on the Platform; and/or 3) Cause limited portions of content on the Platform to be displayed or appear to be displayed on your own or certain third-party services. You may use these features solely as they are provided by us solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not: 1) Establish a link from any Platform that is not owned by you; 2) Cause the Platform or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site; 3) Link to any part of the Platform other than the homepage; and/or 4) Otherwise take any action with respect to the materials on the Platform that is inconsistent with any other provision of the Terms. The Platform from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in the Terms. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

- Links from the Platform

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including online advertisements, promoted Listings, and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party services linked to the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such services.

- Disputes (Agreement to Arbitrate)

THE FOLLOWING SECTION AFFECTS YOUR RIGHTS REGARDING HOW CLAIMS YOU AND RENTAZON HAVE AGAINST EACH OTHER, AND HOW CLAIMS YOU AND OTHER USERS HAVE AGAINST EACH OTHER, ARE RESOLVED. PLEASE READ THIS SECTION CAREFULLY.

Subject to applicable law, you and Rentazon agree that any claim or dispute at law or equity that has arisen or may arise between us, or may arise between us, relating to or arising out of this Agreement or any previous versions of the Agreement, your use of and access to the Service, or any breach, termination, or enforcement of this Agreement will be resolved in accordance with the provisions set forth in this “Disputes (Agreement to Arbitrate)” section of the Agreement. This will preclude you from bringing any class, collective, or representative action against Rentazon and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Rentazon by someone else.

Contact Rentazon: If a dispute arises between you and Rentazon, we want to do our best to help resolve the dispute. Disputes between you and us may be reported to legal@Rentazon.com.

Applicable Law: You agree that the laws of the State of California, without regard to principles of conflict of laws, will govern these Terms and any claim or dispute that has arisen or may arise between you and Rentazon, except as otherwise stated in this Agreement.

Agreement to Arbitrate: You and Rentazon each agree that any and all disputes or claims that have arisen or may arise between you and Rentazon (including its respective subsidiaries, employees, officers, directors, and agents), or between you and another User, relating in any way to or arising out of this or previous versions of the Agreement, your use of, or access to the Service, **or any services sold, offered, or purchased** through the Platform or any breach, enforcement, or termination of this Agreement shall be resolved exclusively through final and binding arbitration, as an alternative to resolving a dispute in court, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the threatened or actual infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights. The Federal Arbitration Act , 9 U.S.C. § 1 et seq. (“FAA”) governs the interpretation and enforcement of this “Disputes (Agreement to Arbitrate)” section.

Prohibition of Class and Representative Actions and Non-Individualized Relief: YOU AND RENTAZON AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS USER IN ANY

PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND RENTAZONn AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER RENTAZON USERS.

Arbitration Procedures: Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. An arbitrator may award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator also must follow the terms of these Terms as a court would.

You and Rentazon agree that any dispute, claim or controversy under \$25,000 in value arising out of or relating to this Agreement, whether between you and Rentazon or between you and other Users, or the existence, breach, termination, enforcement, interpretation or validity thereof, shall be settled by binding arbitration administered or conducted by FairClaims (www.FairClaims.com) and not in a court of law, in accordance with its Arbitration Rules & Procedures effective at the time a claim is made. You further agree that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any FairClaims arbitration hearing shall be held via videoconference. You consent to electronic service of process, with service to be made to the email address we have on record for your account.

You and Rentazon agree that any dispute, claim or controversy \$25,000 and over in value arising out of or relating to this Agreement, whether between you and Rentazon or between you and other Users, or the existence, breach, termination, enforcement, interpretation or validity thereof, shall be settled by binding arbitration administered or conducted by by the American Arbitration Association ("AAA") (<https://www.adr.org>) under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this "Disputes (Agreement to Arbitrate)" section of the Agreement. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's website at <http://www.adr.org>. **The arbitration shall be held in Los Angeles, CA or at another mutually agreed location.**

You or Rentazon may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Rentazon subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or Rentazon, unless the arbitrator requires otherwise. **The arbitrator will decide the substance of all claims in accordance with the laws of the State of California, 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 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.

Costs of FairClaims Arbitration: The parties agree to split all FairClaims fees evenly, or Rentazon may elect, but is not obligated to, to cover all FairClaims fees. You agree that, in the event of confirmation and enforcement, the delinquent party to the arbitration will be responsible for any attorney, court or other fees associated with such action.

Costs of AAA Arbitration: Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Rentazon for all fees associated with the arbitration paid by Rentazon on your behalf that you otherwise would be obligated to pay under the AAA's rules.

Non-Disclosure: You agree that any and all communications and evidence related to any dispute ultimately resolved by arbitration or mediation with FairClaims or AAA arising out of or relating to this Agreement shall be held and will remain confidential, and that you will not take any action that will harm the reputation of any of the other parties to the arbitration or mediation or Rentazon, or which would reasonably be expected to lead to unwanted or unfavorable publicity to and of the parties, Rentazon or other entities involved in or incidental to the arbitration or mediation. You understand that those parties and entities include but are not limited to the claimant, respondent, witnesses, and Rentazon.

Severability: With the exception of any of the provisions in any subsection of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in subsection of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief") is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of the Terms, including all other provisions of this "Disputes (Agreement to Arbitrate)" section, will continue to apply.

Opt-Out Procedure: You can choose to reject this Agreement to Arbitrate ("opt out") by mailing us a written opt-out notice ("Opt-Out Notice"). Please email us at legal@Rentazon.com for the mailing address. For new Rentazon Users, the Opt-Out Notice must be postmarked no later than thirty (30) days after the date you accept the Agreement for the first time. **e. If you are already a current Rentazon User and previously accepted the Agreement prior to the introduction of this Agreement to Arbitrate, the Opt-Out Notice must be postmarked no later than April 2, 2021. The Opt-Out Notice must state that you do not agree to this Agreement to Arbitrate and must include your name, address, phone number, and the**

email address used to log in to Rentazon Accounts to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Agreement, including all other provisions of this “Disputes (Agreement to Arbitrate)” section, will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

Future Changes to the Agreement to Arbitrate: Notwithstanding any provision in the Terms to the contrary, you and we agree that if we make any change to this Agreement to Arbitrate (other than a change to any notice address or services link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against Rentazon prior to the effective date of the change. **Moreover, if we seek to terminate the Agreement to Arbitrate as included in the Terms, any such termination shall not be effective until thirty (30) days after the version of the Terms not containing the Agreement to Arbitrate is posted to <http://www.Rentazon.com>, and shall not be effective as to any claim that was filed in a legal proceeding against Rentazon prior to the effective date of termination.**

- Geographic Restrictions

Rentazon, L.L.C., the owner of the Platform, is based in the State of California in the United States. We provide the Platform for use only by persons located in the United States. We make no claims that the Platform or any of its content is accessible or appropriate outside of the United States, or accessible or appropriate for non-United States residents. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

- Indemnification

You agree to defend, indemnify and hold harmless Rentazon, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of the Terms or your use of the Platform, including, but not limited to, your User Contributions, any use of the Platform’s content, services and products other than as expressly authorized in the Terms or your use of any information obtained from the Platform.

- Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code.

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SERVICES LINKED TO IT. YOUR USE OF THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER RENTAZON NOR ANY PERSON ASSOCIATED WITH RENTAZON MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER RENTAZON NOR ANYONE ASSOCIATED WITH RENTAZON REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. RENTAZON HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

- **Release of Rentazon and Limitation on Liability**

If you have a dispute with a Rentazon User, Authorized Person (including its affiliates or their licensors, service providers, employees, agents, officers or directors, or associates), Authorized Person, a any third-parties (including but not limited related insurance carriers, insurance agents, and/or insurance companies), you release Rentazon, its affiliates or their licensors, service providers, employees, agents, officers or directors, from any and all claims, demands and damages (actual and consequential damages) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise – e.g., **California Civil Code Section 1542**) that would otherwise limit the coverage of this release to include only

those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

IN NO EVENT WILL RENTAZON, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY SERVICES LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER PLATFORMS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR SUCH OTHER PLATFORMS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN RENTAZON AND YOU. WE WOULD NOT PROVIDE THE SERVICE WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF YOU RESIDE IN CALIFORNIA, YOU EXPRESSLY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, OR ANY SIMILAR LAW, WHICH PROVIDES: "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 UNDERSTAND AND AGREE THAT CLAIMS OR FACTS IN ADDITION TO OR DIFFERENT FROM THOSE WHICH ARE NOW KNOWN OR BELIEVED BY YOU TO EXIST MAY HEREAFTER BE DISCOVERED.

YOU AFFIRM THAT YOU HAVE READ THIS AGREEMENT, INCLUDING THIS RELEASE OF RENTAZON AND LIMITATION ON LIABILITY SECTION AND FULLY UNDERSTAND THE ASSUMPTION OF RISK, RELEASE, WAIVER, AND LIMITATION ON RENTAZON'S LIABILITY, AND CONSENT CONTAINED IN IT. YOU FURTHER UNDERSTAND THAT YOU HAVE GIVEN UP RIGHTS BY AGREEING TO THESE TERMS, AND HAVE DONE SO FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT.

- Assumption of Rights

If Rentazon pays out a claim, reversal, or chargeback that you file against another Rentazon User, you agree that Rentazon assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in Rentazon's discretion.

- **Insolvency Proceedings**

If any proceeding by or against you is commenced under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, Rentazon will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

- **Governing Law and Jurisdiction**

All matters relating to the Platform and the Terms and any dispute or claim arising therefrom or related thereto in each case, including non-contractual disputes or claims, shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule whether of the State of Washington or any other jurisdiction. Any legal suit, action or proceeding arising out of, or related to, the Terms or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City of Los Angeles and County of Los Angeles, although we retain the right to bring any suit, action or proceeding against you for breach of the Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

- **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE TERMS OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

- **Waiver and Severability**

No waiver by Rentazon of any term or condition set forth in the Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Rentazon to assert a right or provision under the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

- Entire Agreement

The Terms (including the Agreement to Arbitrate), Privacy Policy, and Community Rules constitute all the agreements (together and in their entirety) between you and Rentazon, Inc. with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform.

- Your Questions and Comments

The Platform is operated by Rentazon, Inc., a State of Washington corporation. All notices of copyright infringement claims should be sent to legal@Rentazon.com. All other questions, feedback, comments, requests for technical support and other communications relating to the **Platform should be directed to: help@Rentazon.com.**