

## REPOWR

### Terms of Service

**Last updated: December 15, 2022**

Please read these Terms of Service (these “**Terms**”) carefully as they contain important information regarding your legal rights, remedies, and obligations, including various limitations and exclusions on our liability, a clause that governs the jurisdiction and venue of disputes, and obligations on you to comply with applicable laws and regulations.

REPOWR, INC (collectively with its affiliates, “**REPOWR**”, “**we**”, “**us**,” or “**our**”), provides an online asset-sharing platform that connects owners of certain vehicles, trailers, and other transportation-related equipment with those seeking to book that equipment (the “**Platform**”). The Platform and all related websites, services, content, documentation, and underlying technology, including all updates, upgrades, improvements, bug fixes, and other modifications to the same, are collectively referred to as the “**Services**.”

**By accessing or using the Services, including by communicating with us or other REPOWR users, or by entering into any agreement with REPOWR that governs your access to or use of the Services, you agree on behalf of yourself and any company or organization that you represent (together, “you”) that you have read and understand and agree to comply with, and be legally bound by, the provisions of these Terms. If you do not agree with these Terms or our Privacy Policy, do not access or use the Services.**

**We reserve the right, at our sole discretion, to modify these Terms at any time. If we modify these Terms, we will post the modification on our Services or otherwise communicate them to you. By continuing to access or use our Services after we have posted a modification or have provided you with notice of a modification, you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your sole recourse is to stop using and accessing the Services and close your REPOWR Account.**

### Table of Contents

1. Contact Us
2. Privacy Policy
3. Platform Purpose and License
4. Platform Accounts
5. REPOWR IS NOT A COMMERCIAL LEASING COMPANY
6. NO INSURANCE PROVIDED
7. NO EQUIPMENT SALE, TRANSFER OR ASSIGNMENT
8. NO LEGAL ADVICE
9. Additional Provisions Applicable to Owners
10. Additional Provisions Applicable to Renters
11. Use of the Services, Intellectual Property, and User Content
12. Services Availability; Changes to the Services
13. DISCLAIMER OF WARRANTIES
14. LIMITATION OF LIABILITY; WAIVER
15. Indemnification

16. Off-Platform Policy

17. General

18. **CONTACT US:** If you have any questions for us concerning these Terms or REPOWR generally, please contact us by email at [info@repowr.com](mailto:info@repowr.com) or by mail at REPOWR, INC, 917 E. 16th Street Chattanooga, TN 37408.

19. **PRIVACY POLICY:** We may collect certain information about you and from your access to and use of the Services as described in our [Privacy Policy](#), which is incorporated into these Terms and describes our information collection, use, and sharing practices.

20. **PLATFORM PURPOSE AND LICENSE:**

21. **Purpose:** The Platform is intended only for use by owners of transportation-related equipment ("**Equipment**") seeking to rent out that Equipment ("**Owner(s)**") and companies looking to rent and use that Equipment ("**Renter(s)**"). Nothing on the Platform constitutes an offer, but an invitation to you to make an offer to rent Equipment through the Platform. All Equipment rentals are subject to acceptance by the applicable Owner. Any agreement between an Owner and a Renter with respect to the rental of Equipment will be solely between those two parties and must be pursuant to a written equipment rental agreement between those parties as further discussed below. Our Services are intended solely for persons who are 21 or older, except that we permit Renters age 18 and older to book Equipment through the Services. Any use of the Services by anyone that does not meet these age requirements is expressly prohibited.

22. **License:** Provided you comply with these Terms, REPOWR hereby grants you a limited, nonexclusive, revocable, nonassignable, nontransferable, nonsub licensable license to access and use the Platform solely for your internal purposes to list and rent Equipment and, in any event, in accordance with all related documentation or restrictions posted on the Services or otherwise provided by REPOWR.

23. **Term:** These Terms begin upon the earlier of (a) your creation of a REPOWR Account (as defined below) or (b) your first access to or use of the Services, and will continue in effect until termination in accordance with these Terms.

24. **Equipment Rental Agreements:** Any agreement between an Owner and a Renter with respect to the rental of Equipment must be memorialized in a written agreement setting forth the terms applicable to the rental ("**Equipment Rental Agreement(s)**"). The Platform may provide Owners with access to one or more template Equipment Rental Agreements, which Owners may use at their sole discretion. Regardless of the source of any Equipment Rental Agreement document, each Equipment Rental Agreement must be provided to REPOWR once executed by both the Owner and Renter and must: specify the Equipment to be rented and the rental period; address the pick-up and return of the Equipment; state the applicable rental fees; impose appropriate obligations of Equipment care and maintenance on the Renter; and impose appropriate insurance coverage requirements on the Renter.

25. **PLATFORM ACCOUNTS:**

26. **Account Registration:** To access and use the Platform (including to list and rent Equipment), you must sign up for an account with us (a "**REPOWR Account**") through the Services. You will be required to submit certain information in order to create your account and to list or rent Equipment, which information may be required to be submitted to us via email at [documents@repowr.com](mailto:documents@repowr.com). All information and documents emailed to [documents@repowr.com](mailto:documents@repowr.com) must be sent from the email address associated with the sender's REPOWR Account, must contain the sender's name, and must contain the transaction number, if any, assigned by the Platform to the applicable Equipment rental transaction.

You will also be required to establish a password. You are responsible for maintaining the confidentiality of any information you use in connection with the Services, including your password. You are responsible for all activity on your account. If you believe someone else has accessed your account, please change your password and notify us immediately at [support@repowr.com](mailto:support@repowr.com). You will not transfer your Services account to or share your Services account with any other person. Your Services account is personal to you. You agree to take reasonable precautions in all communications and interactions with other Services users and other persons with whom you communicate or interact as a result of your use of the Services.

1. **Fees and Payment Terms:** All amounts payable in connection with your access to or use of the Services, including but not limited to all Equipment rental fees, deposits, late fees, and payment processing fees, must be remitted through the Platform. Information about our collection and use of payment-related information is described in our [Privacy Policy](#). If the credit or debit card or other payment information that you submit is incorrect or invalid, your payment will not be processed and any amounts due by you will remain due. We have no responsibility or liability if your credit or debit card is declined by your financial institution. Payments are processed by our third-party payment processor (eg. Stripe). All payment obligations under these Terms are nonrefundable. REPOWR retains the right to charge your Payment Method on a recurring basis, based upon terms of the Equipment Rental Agreement, once the Equipment Rental Agreement is executed by both Owner and Renter.

Owner users will need to submit certain bank account information in order to facilitate payment to Owner users by our payment processor for amounts paid by Renter users. Our payment processor, likely Stripe, will deposit accumulated fees into your account (i.e. Stripe Connect Account) and funds in your Stripe Connect account will periodically be deposited into your bank account on file. Your receipt of payments from Stripe may be subject to certain Stripe terms and conditions. Stripe will deduct from each payment to you the following fees: (a) payment processing fees (which are required and will be retained by Stripe) equal to (i) 2.9% of the payment amount plus (ii) a \$0.30 per-payment/transaction fee; and (b) platform fees, which will be passed through to REPOWR. Fees imposed by Stripe are subject to change from time to time by Stripe without notice or liability.

A deposit in an amount to be determined by REPOWR may be expected from and due by the Renter upon rental of any Equipment and will be returned to Renter after the applicable equipment inspection form (i.e. digital inspection form) is completed, and the return of the Equipment has been accepted by the Owner, and the transaction has been completed.

Renters acknowledge and understand that Owners have sole control over any availability of refunds and deposit returns and that REPOWR cannot and has no obligation to issue or facilitate the issuance of refunds unless and until REPOWR actually receives all such corresponding funds from the applicable Owner. Additionally, we have the right to offset against future payments made by Renters to Owners and the amount of any and all fees, fines, chargebacks, and similar charges.

REPOWR may employ all legal methods available to collect any past-due fees payable by you to REPOWR, but is not obligated to do so, including the engagement of collection agencies and/or legal counsel. REPOWR, or the collection agencies we retain, may also report information about your REPOWR Account to the necessary third party entities, including but not limited to, credit bureaus, Carrier411, and, as a result, late payments, missed payments, or other defaults on your REPOWR Account may be reflected in your credit report, Carrier411 report, or various similar reports. In addition to the amount due, delinquent accounts and/or chargebacks will be charged with fees and/or charges that are incidental to the collection of delinquent accounts and/or chargebacks, including, but not limited to, collection fees, convenience fees, and/or other third-party charges.

1. **Verification:** You may be required to provide certain types of information about yourself, your affiliates, and your Equipment, if applicable. We do not assume any responsibility for the confirmation of any Platform user's identity. Notwithstanding the foregoing, for fraud prevention purposes and to the extent permitted by law, REPOWR has the right, but not the obligation, to undertake screenings, checks, and processes designed to help verify or check the identities and/or backgrounds of Platform users (individuals and companies) and Equipment, including driving history and driver's license validity, which may include REPOWR requests for forms of government identification, screening of users against third-party databases, and obtaining reports from public records of criminal convictions. REPOWR does not endorse any Equipment, Owner, or Renter, nor does REPOWR commit to undertake any specific screening process. REPOWR may in its sole discretion use third-party services to verify information provided and to obtain related information and corrections where applicable, and you hereby authorize REPOWR to request, receive, use, and store such information. Any references to a Platform user being "verified" or the equivalent indicates only that the user has completed a relevant verification or identification process made available by REPOWR and nothing else. REPOWR may accept or reject any listing of Equipment on the Platform in its sole and absolute discretion. REPOWR may, but does not commit to, undertake efforts to help ensure the safety of Equipment shared using the Services. We do not make any representations about, confirm, or endorse the safety or roadworthiness of any Equipment.

2. **Your Warranties and Commitments:** You hereby represent and warrant (i) that you will always use your REPOWR Account

and the Services in compliance with these Terms, applicable laws and regulations, and any policies and standards provided to you by REPOWR (including complying with all applicable local, state, and regulatory insurance rules and requirements with respect to Equipment), (ii) that you have the authority to enter into these Terms, (iii) that you meet the above eligibility criteria, (iv) that you are under no contractual obligation that will interfere with your ability to perform under these Terms, (v) that the Services will not be accessed or used in any manner not permitted by these Terms, (vi) that all information you provide in connection with your access to and use of the Services is true, accurate, and complete to the best of your knowledge and belief, and (vii) that you will keep all such information up to date.

3. **Additional Terms:** Your access to or use of certain features or functionality of the Services may be subject to additional terms, conditions, rules, or policies (together, “**Additional Terms**”). All applicable Additional Terms are incorporated by reference into these Terms.
4. **Violations of these Terms; Account Suspension, Deactivation, and Termination:** REPOWR has the right, but not the obligation, to investigate, pursue, and seek to prosecute, litigate, or refer to law enforcement, violations of these Terms to the fullest extent permissible by the law. REPOWR reserves the right, at any time and without prior notice, in accordance with applicable law, to remove or disable access to any content that REPOWR, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Services, Platform users, or our community, including deleting, delaying, or refusing to display Equipment listings or other content. If we believe you are abusing the Platform other Platform users, or REPOWR employees in any way or violating these Terms, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your REPOWR Account(s) and access to our Services, remove User Content (as defined below), remove or demote your listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from accessing or using our Services.

In addition, REPOWR may, for any reason and in its sole discretion and without notice or liability, suspend, deactivate, or terminate your REPOWR Account or your use of the Services, and may terminate these Terms, including if you breach these Terms or upon any unauthorized use of your username or password.

You may terminate your REPOWR Account at any time by selecting that option on the Services or by emailing us at [support@repowr.com](mailto:support@repowr.com). You understand that, after termination of your REPOWR Account or these Terms, any User Content you have provided may remain in our systems and may continue to be used by other users of the Services, as applicable.

Termination of your REPOWR Account or these Terms will not have any effect on the warranty disclaimer, indemnification, waiver of rights, liability limitation, or legal dispute provisions of these Terms and/or any fees due, nor on any other provision intended to survive termination, and all of those provisions will survive any termination of these Terms or of your access to or use of the Services.

1. **Photography.** REPOWR may offer Owners the option of having photographers take photographs of their Equipment, which photographs will be made available by the photographer to Owners to include in their Platform listings (“**Images**”). You are responsible for ensuring that your Equipment is accurately and fairly represented in the Images and you will stop using the Images if they no longer accurately and fairly represent your Equipment, if you stop listing the Equipment featured, or if your REPOWR Account is suspended or terminated for any reason. REPOWR will have the right to use any Images in accordance with subsection for advertising, marketing, and/or any other business purposes in any media or platform, whether in relation to your listings or otherwise, without further notice or compensation to you. Where REPOWR is not the exclusive owner of any Images, you hereby grant and agree to grant to REPOWR an exclusive, worldwide, irrevocable, perpetual, transferable, assignable, royalty-free, fully paid-up right and license, with the right to sublicense, to use such Images for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your listings or otherwise, without further notice or compensation to you.
2. **REPOWR IS NOT A COMMERCIAL LEASING COMPANY:** REPOWR does not own any transportation-related equipment and is not in the business of renting equipment to any person or entity. REPOWR only provides an online platform and marketplace where equipment owners and those in need of equipment can connect and share equipment amongst themselves subject to these Terms. REPOWR has no control over the conduct of any Owner, Renter, or third party.
3. **NO INSURANCE PROVIDED:** You further acknowledge and agree that you will receive no protection, insurance coverage,

or roadside assistance from REPOWR or its agents.

4. **NO EQUIPMENT SALE, TRANSFER OR ASSIGNMENT:** Renters and Owners agree that nothing in these Terms constitutes an actual or purported sale, transfer or assignment of any right or interest in any Equipment.
5. **NO LEGAL ADVICE:** We do not provide legal advice or legal services. Neither the Services nor REPOWR reviews agreements between you and any third parties (including those between Owners and Renters), nor any documents submitted via or in connection with the Platform, for legal sufficiency, performs any cost-benefit analyses, draws legal conclusions, provides legal advice, opinions, or recommendations, nor addresses or mediates any disputes amongst Platform users. Additionally, any template or form documents (including equipment rental agreements) provided on or through the Services are examples only and are made available only for users' reference purposes. You understand that you are not required to use any such template or form documents. All Platform users are strongly discouraged from using any such template or form documents without having such documents reviewed by such party's legal counsel.
6. **ADDITIONAL PROVISIONS APPLICABLE TO OWNERS:**
  7. **Ownership:** Owner represents and warrants that it is the owner and title owner of any and all Equipment it lists on the Platform or, alternatively, has the full unencumbered legal right to list such Equipment and enter into Equipment Rental Agreements with respect to that Equipment. To the extent authorization to list Equipment or enter into Equipment Rental Agreements is required from any third party, Owner represents and warrants that it has obtained such authorization in writing.
  8. **Authority:** An Owner must have, maintain, and be current on any and all motor carrier authority(ies) required by federal, state, and/or local laws or regulations in order to register for a REPOWR Account or to list Equipment on the Platform. For any operations conducted by an Owner not required under applicable law or regulation to have motor carrier authority, or for which only limited motor carrier authority is required, REPOWR may, in its sole discretion, limit the types of operations permitted pursuant to or in connection with the Platform, including without limitation by imposing limits on the size of Equipment permitted to be listed on the Platform.
  9. **Exclusivity:** In addition to all use restrictions set forth below in these Terms, you agree that you are prohibited from listing or advertising any equipment that you list on the Platform on any other asset-sharing marketplace or similar service.
  10. **Price; Listings:** You, alone, are responsible for setting a price for your Equipment listings. Images, descriptions, and other content used in your listings must accurately and fairly reflect the quality and condition of your Equipment.
  11. **Condition and Provision of Equipment:** You commit that you will provide only safe and legally registered and insured equipment that has clean (i.e., non-salvage, non-branded, and non-written-off) title, are in good mechanical condition, and are not subject to any applicable safety recalls. You are responsible for complying with all applicable legal requirements and for maintaining your listed Equipment in safe and roadworthy condition. Owners are required to complete a visual inspection before the commencement of any rental period. If you find damage in your initial inspection, you should take photographs of such pre-existing damage prior to the start of any rental period and send them to [documents@repowr.com](mailto:documents@repowr.com) for recordkeeping purposes. You further commit that you will provide rented Equipment on time to the Renter and that you will fully comply with each Equipment Rental Agreement. You will not list any Equipment that may not be shared for compensation pursuant to the terms and conditions of an agreement with a third party, including, but not limited to, a lease, rental, or financing agreement.
  12. **Maintenance:** You are required to regularly check your Equipment for any defects in their operations or safety. You promise that, at all times, your Equipment will be in safe and roadworthy condition, in good mechanical condition, and in full compliance with all applicable Department of Transportation regulations, inspection requirements and registration requirements. You agree to respond to any applicable recall or similar safety notices and to complete any recommended action before allowing your Equipment to be booked.
  13. **Equipment Availability:** Once an Equipment Rental Agreement is entered into, you must make the applicable Equipment available for use in accordance with, and otherwise comply with, the Equipment Rental Agreement. If you offer the Renter

the option to pick up your Equipment at a specified location, you must supply the location of the Equipment accurately and ensure that the Equipment is available at that location at the beginning of the rental period.

14. **Termination of Equipment Rental Agreement:** Owners have the right to terminate any Equipment Rental Agreement by giving both REPOWR and the Renter at least 72 hours notice. It is your duty to coordinate the return of the Equipment with the Renter. Termination of an Equipment Rental Agreement will carry a charge of \$250 per piece of Equipment included in the terminated Equipment Rental Agreement.
15. **ADDITIONAL PROVISIONS APPLICABLE TO RENTERS:**
16. **Driver's License; Condition of Equipment:** As a Renter, You commit that you (or, as applicable, the individual who will be operating any Equipment on your behalf) are a legally licensed commercial driver and you agree, upon our or any Owner's request, to provide proof of a current, valid commercial driver's license. You further commit to treat all Equipment with care, to use and operate Equipment solely within its rated capacities, to use and operate the Equipment only within the continental United States, and to take all reasonable measures to return Equipment on time and in the same condition as when received. Renter will not make any alterations or modifications to the Equipment. In no event will Renter use or permit any Equipment to be used for the transportation of passengers. Renter will only permit qualified and trained personnel, licensed where required by law, to use the Equipment. You will allow only authorized personnel to operate Equipment that you have booked. You will not leave any Equipment unlocked or running or unattended with undeterred key access. You must return the Equipment to the Owner with the fuel at the same level as when you took possession of the Equipment. Renters are required to complete a visual inspection before the commencement of their use of any Equipment.
17. **Fees, Expenses, Permits, Fines and Taxes:** You are responsible for paying all fees and amounts when they come due. You will be responsible for all of the expenses and costs relating to any citations and fines (e.g., tolls, parking tickets, towing fines) incurred during the rental period or in connection with your rental or use of any Equipment. You acknowledge that REPOWR and/or Owners may require and hold deposits as part of an Equipment rental. Additionally, Renter will pay, promptly when due, such taxes for which Renter is liable under any Equipment Rental Agreement, including without limitation fuel taxes and mileage taxes.
18. **Licensing and Taxes:** Renter shall keep the Equipment free and clear of all levies, liens and encumbrances and, with the exception of registration/plate fees (which shall be obtained by the Owner) shall pay any and all taxes, assessments, license fees, registration fees, and similar charges on or related to the Equipment incurred during the term of the Equipment Rental Agreement, including without limitation, any and all sales tax, use tax, excise tax, personal property tax, assessments and other governmental fees and charges on or relating to the Equipment incurred during the terms outlined in the Equipment Rental Agreement. The parties acknowledge that the charges included in the Equipment Rental Agreement for the Equipment are exclusive of sales receipt or use taxes, third structure taxes, including, but not limited to, weight, distance, ton mileage and axle mile taxes. Renter shall pay the amount of any sales receipt, use tax or third structure tax now or hereafter imposed upon the execution of the Equipment Rental Agreement. Renter will pay to REPOWR all charges incurred by REPOWR in states other than the state of domicile for any of the items listed in this Paragraph.
19. **Fuel Tax:** Owner will: (i) apply and pay for fuel tax permits/IFTA fuel tax permits and highway use/mileage tax permits for Equipment; (ii) prepare and file IFTA fuel tax and highway use/mileage tax returns; and (iii) pay fuel taxes and highway use/mileage taxes imposed on the operation of the Equipment.
  - a. **Required Documentation.** Renter must promptly provide REPOWR with all necessary documentation requested by REPOWR (including trip records and fuel tickets or information necessary to request a DataQ modification) using the interface provided in the Platform. If you fail to provide REPOWR with timely, accurate and complete information, you agree to: (i) reimburse REPOWR for any charges, penalties, expenses or disallowed credits; (ii) pay REPOWR an amount equal to the estimated taxes computed on a per mile basis; and (iii) pay REPOWR a surcharge of \$.20 for each mile that you fail to properly report.



- b. **Reimbursement of Fuel, Highway Use, and Mileage Taxes:** The mileage rate is intended to cover the costs of fuel, highway use and mileage taxes during the terms of the Equipment Rental Agreement, provided Renter complies with all terms of the Equipment Rental Agreement, including any use restrictions. Notwithstanding, Renter must provide all necessary documentation pursuant to Paragraph 10.B.2.(a) above, and shall be subject to the surcharge therein and/or other fines and penalties, if Renter fails to provide all required documentation or fails to comply with all applicable terms of the Equipment Rental Agreement, including any use restrictions.
- c. **Other Taxes, Fees, Tolls, or Fines:** Renter shall pay for all taxes, fees, special licenses, traffic and parking violations, towing and storage expenses and other similar fines and tolls (whether in effect now or imposed after the date of the Terms) relating to the use of any Equipment during the term of the equipment Rental Agreement or other charges under these Terms (excluding any taxes based on REPOWR's or Owner's net income). If your failure to pay any of the above items results in an outstanding charge, claim, or lien involving any Equipment or another vehicle listed herein, then REPOWR or Owner may settle such, and you shall promptly pay REPOWR or Owner the full amount of such settlement, any related costs.
- d. **Placarding:** In the event any Equipment is operated or leased by Renter for a period equal to or excess of 30 days, Renter must identify the vehicle in compliance with federal and state regulations.

20. **Liability and Insurance:** Upon execution of an Equipment Rental Agreement, the Renter assumes all liability for the Equipment to be rented while in the care, custody or control of the Renter, including all damages, losses, and other liabilities. Renter agrees to procure and maintain all insurance coverage appropriate in connection with its rental or use of any Equipment, including all insurance required by the applicable Equipment Rental Agreement. REPOWR reserves the right to require a Renter to submit a valid certificate of insurance or proof of insurance to REPOWR as a condition of renting or taking possession of any Equipment. To the extent Renter obtains insurance to cover liability for rented Equipment, that insurance will be primary in all respects.

21. **Use of Equipment:** When you book Equipment through the Platform, you must use the Equipment only for your proper business use. Public livery or transport of passengers is strictly prohibited. You will not access or use any Equipment until the beginning of the applicable rental period and you must return all Equipment on time and to the correct location. You must present the Owner with a current, valid driver's license. You must exercise reasonable care in your use of all Equipment. You are required at all times to operate Equipment safely and in compliance with all applicable laws, including without limitation speed limits and prohibitions on impaired or distracted driving. You are required to wear seat belts during the operation of any Equipment and to require that any and all other occupants of the Equipment wear seat belts.

22. **State Laws Regarding Rental Vehicle Theft:** It is a felony in most jurisdictions to fail to return a rental vehicle within a certain period of time after the rental period has expired. The following conduct may result in the reporting of the Equipment you have booked as stolen to law enforcement, possibly subjecting you and any other driver to arrest, and civil and/or criminal penalties, and the voiding of your insurance coverage:

- If you fail to return Equipment at the time and place agreed upon with the Owner;
- If you do not return the Equipment by the end of the rental; period and you have not properly obtained an extension of the rental from the Owner;
- If the Equipment is returned to any place other than the return location specified in the Equipment Rental Agreement; any damage to, or loss or theft of, Equipment occurring prior to the Owner inspecting the Equipment upon return at the end of the rental period is the Renter's responsibility;
- If you misrepresent facts to the Owner pertaining to booking, use, or operation of any Equipment;
- If any Equipment's interior components or contents are stolen or damaged or the Equipment itself is stolen or damaged when left unlocked, running, or unattended with the keys not secured;
- If you fail or refuse to communicate in good faith with Equipment's Owner, police, or other authorities with a full report of any

accident or vandalism involving the Equipment or otherwise fail to cooperate in the investigation of any accident or vandalism;  
or

- If Equipment is operated by anyone who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the rental period; who has obtained the keys without permission of the Owner; or who misrepresents facts to or withholds facts from the Owner material to the booking, use or operation of any Equipment.

1. **Termination of Equipment Rental Agreement:** Renters have the right to terminate any active Equipment Rental Agreement by giving both REPOWR and the Owner at least 72 hours notice. If the Owner terminates an Equipment Rental Agreement, it is your duty to coordinate the return of the Equipment with the Owner and return the specified Equipment within 72 hours of notification from the Owner. As the Renter, if you do not fulfill the termination request of the Owner and the Equipment is not returned within the 72 hour period, you will be charged \$500 for each day the Equipment is not returned to the Owner at a specified location.

## 2. **USE OF THE SERVICES, INTELLECTUAL PROPERTY, AND USER CONTENT:**

3. **Use Restrictions:** In connection with your use of or access to the Services (including your provision, lease, rental, or use of Equipment), you will not, and you will not advocate, encourage, request, or assist any other person to:

- Violate any applicable law or regulation, including, without limitation, airport regulations and tax regulations, licensing or registration requirements, and third-party rights;
- Post or provide false, inaccurate, misleading, defamatory, libelous, or infringing information or content;
- Dilute, tarnish, or otherwise harm the REPOWR brand in any way;
- Register for a REPOWR Account on behalf of an individual other than yourself or impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- Use the Services to find an Owner, a Renter, or Equipment and then complete a transaction partially or wholly independent of the Services, or otherwise circumvent the Platform by going directly to the Owner or Renter (as applicable), in order to circumvent the obligation to pay any fees related to REPOWR's provision of the Services or for any other reasons or purpose;
  - Additional and related restrictions are found within our Off-Platform Policy, which is located below in Section 16 of this agreement.
- Copy, reproduce, display, duplicate, sell, publish, post, license, rent, distribute, modify, translate, adapt, reverse-engineer, or create derivative works of the Services or any part thereof;
- Harm or threaten to harm REPOWR, other Platform users, or any other person, including:
  - "stalk" or harass any other Platform user or collect or store any personal information about any other user other than for purposes of transacting as an Owner or Renter in accordance with these Terms;
  - engage in physically or verbally abusive or threatening conduct;
  - use our Services to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation photographs of others without their permission, personal contact information, or credit, debit, calling card, or account numbers;
  - treat anyone differently based on the way they look, who they love, what they believe, how they self-identify, where they're from, or when they were born; discrimination of any kind is not tolerated;
- Use the Services for your own unrelated purposes, including to:
  - contact an Owner for any purpose other than in relation to a booking of said Owner's equipment or an inquiry other than in relation to said Owner's listing(s);



- contact a Renter for any purpose other than in relation to a booking or such Renter's use of the Services;
- Use the Services as part of any effort to compete with REPOWR or to provide services as a service bureau; use the Services to develop, create, produce, enhance, or add to any database; develop, assist in developing, or have developed on behalf of yourself or any other person any software, technology, or services that compete with or are substantially similar to the Services; nor access, use, or analyze the Services for any purpose that is to REPOWR's detriment or commercial disadvantage;
- Contact another Platform user for any purpose other than asking a question related to applicable Equipment or the user's use of the Platform, for example, recruiting or soliciting any user to sign up for third-party services;
- Discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive, or disruptive behavior;
- Manipulate ratings or reviews in any manner, for example, instructing someone to write a positive or negative review about a Platform user; nor
- Interfere with the operation of the Services, including by:
  - interfering with any other user's Equipment listings;
  - distributing or posting spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
  - distributing viruses or any other technologies such as cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or e-mail address information, or similar methods or technology that may disrupt or interfere with the operation or provision of our Services, or harm REPOWR or the interests or property of others;
  - imposing an unreasonable or disproportionately large load on our infrastructure;
  - engage in activities that aim to render the Services inoperable or to make their use more difficult;
  - systematically retrieving data or other content from our Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory, or the like, whether by manual methods, or through the use of bots, crawlers, spiders, or otherwise;
  - using display mirroring or framing the Services or any individual element within the Services, REPOWR's name, any REPOWR trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without REPOWR's express written consent;
  - attempting to probe, scan, or test the vulnerability of any of REPOWR's system or network or breach any security or authentication measures;
  - avoiding, bypassing, removing, deactivating, impairing, descrambling, or otherwise circumventing any technological measure implemented by REPOWR or any of REPOWR's providers or any other third party (including another user) to protect the Services; or
  - attempting to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services.
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You understand that your participation in online communications through the Services may occur in real time and is not edited, censored or otherwise controlled by REPOWR. REPOWR cannot and does not screen content provided by users of the Services. REPOWR reserves the right, but does not have the obligation, at any time and for any reason, to monitor, review, prescreen, edit, redact, modify, reorganize, or recategorize User Content and to remove or delete User Content from the Services, including if REPOWR determines it to be harmful, offensive or otherwise in violation of these Terms. REPOWR has the right, but not the obligation, to archive or otherwise store any User Content. REPOWR reserves the right to impose limits on Services features (e.g., the ability to provide User Content) and to restrict your access to all or parts of the Services at any time for any reason, including breach of these Terms. You understand that, even after removal or deletion, User Content you have provided may remain viewable to and may have been copied or stored by other Services users.

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1. **Copyright Protection:** We respect the intellectual property rights of others and we ask that our users do the same. In accordance with the Digital Millennium Copyright Act ("**DMCA**"), located at 17 U.S.C. § 512, and other applicable laws (to the extent the DMCA and such other laws apply), we strive to expeditiously remove any infringing material from the Services if we become aware of the same. It is our policy, in appropriate circumstances, to terminate the accounts or Service access of users who are repeat infringers charged with infringement. If you believe that anything on the Services infringes any copyright that you own or control, please provide our designated agent with a notice that contains the following information:

- A description of the copyrighted work(s) that you claim have been infringed;

- A description of the allegedly infringing material, including its location on the Services;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- Your email address, telephone number, and mailing address;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of a person authorized to act on behalf of the copyright owner.

Your notice must meet the then-current requirements implemented by the DMCA. Contact information for our designated agent for notice of claims of copyright infringement is:

REPOWR, INC, ATTN: A.J. Cheek, tel. 423-799-3640, legal@repowr.com, 917 E 16th St, Chattanooga, TN 37408.

1. **SERVICES AVAILABILITY; CHANGES TO THE SERVICES:** Any features, materials, products, or services made available through the Services are subject to availability. REPOWR may change the Services and the features, materials, products, and services made available through the Services at any time without notice or liability.
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YOUR USE OF THE SERVICES IS AT YOUR OWN RISK AND YOU, ALONE, ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, SOFTWARE, SYSTEMS, AND NETWORKS, ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY INFORMATION FROM THE SERVICES, AND ANY OTHER DAMAGE THAT MAY BE INCURRED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM REPOWR, ITS EMPLOYEES, OR ITS SERVICE PROVIDERS OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY.

1. **LIMITATION OF LIABILITY; WAIVER:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL REPOWR, ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, CONSULTANTS, AGENTS, INSURERS, SUPPLIERS, LICENSORS, SUCCESSORS, OR ASSIGNS (TOGETHER, "**REPOWR PARTIES**") BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT, PUNITIVE, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES OR LOSSES OF ANY KIND, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF THE SERVICES (INCLUDING ANY DELAY OR INABILITY TO USE THE SERVICES AND ANY INFORMATION OF INFORMATION INTO THE SERVICES), INCLUDING WITHOUT LIMITATION DAMAGES DUE TO LOST PROFITS, BUSINESS INTERRUPTION, AND LOSS OF DATA OR DAMAGE TO SYSTEMS, EVEN IF A REPOWR PARTY HAS BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE REPOWR PARTIES' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR ACCESS TO OR USE OF THE SERVICES EXCEED THE GREATER OF (I) THE AMOUNTS YOU HAVE PAID FOR BOOKINGS VIA THE SERVICES AS A RENTER IN THE TWELVE (12)-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR, IF YOU ARE AN OWNER, THE AMOUNT OF FEES PAYABLE OR PAID TO YOU BY RENTERS THROUGH THE PLATFORM IN THE TWELVE (12)-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR (II) \$100.

THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN REPOWR AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITY, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YOU WAIVE CALIFORNIA CIVIL CODE §1542, AND ANY SIMILAR LAW IN ANY OTHER JURISDICTION, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST THE REPOWR PARTIES AND ANY USER OF THE SERVICES FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, EQUIPMENT NOT BEING AVAILABLE WHEN IT WAS SUPPOSED TO BE, ANY MALFUNCTION OF OR DEFICIENCY IN ANY EQUIPMENT, ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY ANY MANUFACTURER OR OTHER THIRD PARTY, ANY PERSONAL INJURY OR PROPERTY DAMAGE SUFFERED BY YOU OR ANY OTHER PERSON, OR ANY ACTIONS OR INACTION OF THE OWNER.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST ANY USER OF THE SERVICES FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SERVICES.

1. **INDEMNIFICATION:** You agree to release, defend, indemnify, and hold harmless the REPOWR Parties from and against any and all claims, liabilities, demands, complaints, lawsuits, actions, judgments, settlements, damages, losses, fines, liens, penalties, costs, and expenses (including without limitation reasonable legal and accounting fees), arising out of or in any way connected with (a) your access to or use of the Services; (b) your misuse of or reliance on any material, data, or other information (including User Content) downloaded or otherwise obtained from the Services; (c) your violation of these Terms or any Equipment Rental Agreement; (d) your submission of information or User Content; (e) your violation of or noncompliance with applicable laws or regulations; (f) your interaction with any other user of the Services, your creation of a listing for Equipment, or your booking of Equipment; (g) the use of Equipment owned or rented by you or on your behalf, any Equipment condition, or any trip using any Equipment, including but not limited to any injuries, losses, or

damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of a booking, sharing, lease, rental, or use of Equipment; (h) any acts or omissions of any Renters to whom you rent Equipment or any acts or omissions of any Owners from whom you rent Equipment, as applicable; or (i) your negligence, willful misconduct, or fraud. We reserve, and you grant to us, the exclusive right to assume the defense and control of any matter subject to indemnification by you.

## **2. Off-Platform Policy:**

In order to protect our user-networks and business, the following behaviors are prohibited:

## **Taking people off of the REPOWR platform for new, partial, or future reservations**

- Contacting potential renters or owners prior to reserving asset(s) on REPOWR to move the reservation off of REPOWR (ex: offering discounts to book off of REPOWR);
- Asking renters to fill out forms, or call, email, or otherwise contact you via a non-REPOWR communications service prior to accepting reservation requests;
- Canceling existing full or partial reservations and having renters rebook off of REPOWR Platform;
- Asking or encouraging renters or owners to book outside of REPOWR for repeat or future reservations; and
- Including links or embedding buttons (ex: footers, headers) that take people off of REPOWR Platform to another website in any messages to renters.

## **Asking users for, or using, contact or identity information in ways unrelated to their reservation, or that compromise the quality of their lease**

- Asking users for contact information prior to booking; all communications prior to a reservation must be on the REPOWR Platform;
- Soliciting users for their email, mailing address, or other communications channels using the REPOWR messaging system or email alias after a reservation;
- Asking renters for contact information after a reservation in order to run credit checks or background checks;
- Asking renters to send photos of their government ID prior to arrival except where required for legal or compliance reasons as outlined in this Agreement;
- Asking for or using users' contact information to settle additional payments outside of REPOWR's platform; all payments related to a reservation, including extensions of a lease terms (and besides exceptions identified below), must go through REPOWR (ex: using the Resolution Center);
- Using contact information provided by REPOWR for other purposes that violate our Terms of Service; and
- Selling, sharing, or using users' contact information for marketing communications or signing renters up for contact lists.

## Exceptions

- You may require additional contact/identity information if it is required for legal or compliance reasons and can be verified by an Owner upon request by REPOWR (such as local laws, HOS rules, DOT rules, FMCSA rules, and facility security rules). In such instances, Owners must include information about what is required and why in their listing description, so renters understand this additional step is a requirement prior to booking. Owners are responsible for ensuring compliance with applicable data privacy laws;
- After accepting a reservation, you may ask a renter or owner to confirm that the contact information provided by REPOWR is an appropriate way to get in touch during their lease or if the renter requests an alternative or communication after reservation has been initiated; and
- You may use an alternative means of communicating with a renter or owner if requested by either user after booking (ex: chat app), however, you must ensure such communications comply with the other requirements of this policy.

## Taking people off of the REPOWR platform for feedback and reviews

You may not ask renters to review a REPOWR reservation on a non-REPOWR website or fill out a survey regarding an REPOWR reservation on a non-REPOWR website (such as a form off of REPOWR) unless you are an approved leasing company partner. These actions take valuable input about a renter's reservation away from the REPOWR community. We want renters to share their feedback directly on REPOWR so that other renters may benefit from their insights.

### 1. **GENERAL:**

2. **No Agency:** REPOWR is an independent contractor. REPOWR does not appoint you or any other user as its employee or agent, nor does these Terms create any kind of partnership, joint venture, or other form of joint enterprise between you and REPOWR. You are not authorized to make any commitments on behalf of REPOWR.
3. **Force Majeure:** REPOWR will not be liable to you or to any third party for any delay or other failure to perform under these Terms that is due to causes beyond REPOWR's control, including without limitation acts of God, terrorism, civil disorders, labor controversy, riot, acts of a public enemy, acts of government, fires, floods, earthquakes, blizzards, other extraordinary elements of nature, epidemics, pandemics, telecommunications failures, Internet failures, and similar causes and events.
4. **Linking to the Platform:** If you operate a website and are interested in linking to the Platform: (i) the link must be a text-only link unless you request a graphic badge from REPOWR, in which case you may use any graphic badge provided by REPOWR to link to the Platform, and, in any case, the link must be and clearly marked; (ii) the link and its use must be in connection with a website of appropriate subject matter; (iii) the link and its use must not, nor have the potential to, damage or dilute the goodwill associated with REPOWR's names and trademarks; (iv) the link and its use must not create the false appearance that any program, person, or entity is associated with or sponsored by REPOWR; and (v) the link, when activated by a user, must display the Platform full-screen and not within a frame or mirror. REPOWR reserves the right to revoke consent to link to the Platform at any time in its sole discretion, either by amending these Terms or through other notice.
5. **Third-Party Websites and Services:** The Services may link to, or be linked to, websites and services not maintained or controlled by REPOWR. Those links are provided as a convenience and REPOWR is not responsible for examining or evaluating the content or accuracy of, and does not warrant or endorse, any third-party website or services or any products or services made available through those websites or services. Please take care when leaving the Services to visit a third-party website or service. You should read the terms of use and privacy policy for each website and service that



you use.

6. **Feedback:** REPOWR welcomes comments regarding the Services. If you submit comments or feedback to us regarding the Services, they will not be considered or treated as confidential. We may use any comments and feedback that you send us at our discretion and without attribution or compensation to you.
7. **Audit.** REPOWR and its designated representatives may, at their expense, audit, examine, and make copies of data, documents, information, and other records in your possession or control that relate to or concern the Services in order to determine your compliance with these Terms.
8. **Governing Law; Venue:** These Terms and your access to and use of the Services will be interpreted in accordance with and governed by the laws of the State of Alabama without regard to its conflict-of-law provisions and, as applicable, the laws of the United States of America. Unless the parties agree otherwise in writing, any claim or dispute that has arisen or may arise between the parties under these Terms must be resolved exclusively by a state, federal, or small claims court located in Jefferson County, Alabama. If there is a dispute, the prevailing party will be entitled to recovery of its costs and expenses, including reasonable attorneys' fees.
9. **Notice:** Except as may be otherwise specified in these Terms, all notices, consents, and other communications permitted or required to be given under these Terms must be in writing and addressed to the recipient and will be deemed given: upon delivery if personally delivered with fees prepaid, including by a recognized courier service; upon receipt if delivered by certified or registered mail, postage prepaid and return receipt requested, as indicated by the date on the signed receipt; or, where you are the recipient, upon delivery by email to the email address for your organization on file with REPOWR. Where REPOWR is the recipient, a copy of each communication must be sent to [info@repowr.com](mailto:info@repowr.com) in order to be valid. Please print or otherwise save a copy of these Terms and all notices, consents, and other communications for your reference.
10. **Entire Agreement; Interpretation:** These Terms, including our [Privacy Policy](#) and any applicable Additional Terms, constitute the entire understanding between you and REPOWR concerning your access to and use of the Services and supersedes any earlier or contemporaneous oral or written communications between the parties regarding your access to or use of the Services. You may not delegate your obligations or assign or transfer these Terms or any of your rights under these Terms, in whole or in part, to any third party without the specific advance written consent of REPOWR. Any attempted assignment by you will be void and you will remain responsible for your obligations hereunder in any event. We may assign our rights and delegate our obligations under these Terms at any time to any party without notice to you. Subject to the foregoing, these Terms are binding upon and inure to the benefit of the parties' respective successors and assigns.

REPOWR's failure to exercise any right under these Terms will not constitute a waiver of any other right REPOWR may have and any waiver of any provision of these Terms by REPOWR will be effective only if in writing and signed by REPOWR. Headings are for reference purposes only and do not limit the scope or extent of such section. If any provision of these Terms is held to be invalid, void, or for any reason unenforceable, such provision will be struck out to the extent of the invalidity and will not affect the validity and enforceability of the remaining provisions, which will continue in full force and effect.

[\[Back to top\]](#)