

REPOWR

Terms of Service

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 (the “**Platform**”) that connects owners (each, a “**Provider**”) of certain vehicles, trailers, chassis, and other transportation-related equipment (“**Equipment**”) with businesses (whether an individual or legal entity, each, a “**User**”) seeking to reserve and use that Equipment. 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 Service 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 update you. By continuing to access or use our Services after we have notified you 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. Even if you close your REPOWR account to demonstrate your lack of agreement to the modified Terms, you remain bound by the Terms as they existed prior to doing so, including but not limited to all payment obligations.

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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 or by mail delivered to REPOWR, INC., 1401 Chestnut Street, Chattanooga, TN 37402.

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](#), as modified from time to time, which is incorporated into these Terms and describes our information collection, use, and sharing practices.

20. PLATFORM PURPOSE AND LICENSE:

- a. **Purpose:** The Platform is intended only for use by Providers seeking to provide Equipment to third-party Users seeking to reserve and use that Equipment. Nothing on the Platform constitutes an offer, but an invitation to you to make an offer to reserve Equipment through the Platform. All Equipment reservations are subject to acceptance by the applicable Provider. Any agreement between a Provider and a User with respect to the reservation and use of Equipment will be solely between those two parties and must be pursuant to a written equipment interchange agreement between those parties as further discussed below.
- b. **Age Restriction:** Our Services are intended solely for persons who are 21 or older, except that we permit a User's employees who are 18 or older to reserve Equipment through the Services. Any use of the Services by anyone who does not meet these age requirements is expressly prohibited.
- c. **License:** Provided you comply with these Terms, REPOWR hereby grants you a limited, nonexclusive, revocable, nonassignable, nontransferable, non-sublicensable license to access and use the Platform solely for your internal purposes to list, provide, and/or access Equipment and, in any event, in accordance with all related documentation or restrictions posted on the Services or otherwise provided by REPOWR.
- d. **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.
- e. **Equipment Interchange Agreements:** Any agreement between a Provider and a User with respect to the reservation and use of Equipment must be memorialized in a written agreement setting forth the terms applicable to the reservation and use of such Equipment (each, an "**Equipment Interchange Agreement**"). The Platform may offer Providers access to one or more template Equipment Interchange Agreements, which Providers may use at their sole discretion and risk when listing Equipment and completing reservations through the Platform. Regardless of the source of any Equipment Interchange Agreement document, each Equipment Interchange Agreement must be provided to REPOWR once executed by both the Provider and User and must: specify the Equipment to be provided and the reservation period of such Equipment; address the pick-up and return of the Equipment; state any applicable reservation, use, or other fees payable to Provider; impose appropriate obligations on the User to care for, maintain, and return the Equipment; and impose appropriate insurance coverage requirements on the User.

21. PLATFORM ACCOUNTS:

- a. **Account Registration:** To access and use the Platform (including to list and reserve Equipment), you must sign up for an account with us (a "**REPOWR Account**") through the Services. You will be required to submit certain information to create your account and to list or reserve Equipment, which information may be required to be submitted to us via email at documents@repowr.com. All information and documents emailed to documents@repowr.com must (i) be sent from the email address associated with the sender's REPOWR

Account and (ii) contain the sender's name and transaction number, if any, assigned by the Platform to the applicable Equipment reservation transaction.

- b. **Account Password:** 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. 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 because of your use of the Services.
- c. **Fees and Payment Terms:** To the extent you are obligated to make any payment to REPOWR, a Provider or, a User, as applicable, under these Terms, an Equipment Interchange Agreement, or otherwise, in connection with your access to or use of the Services or any Equipment that is contracted for through the use of the Services, including but not limited to all Equipment reservation and use fees, deposits, late fees, refunds, reimbursements, charges, Transaction Taxes (as defined below), and payment processing fees, all such payments must be paid through the Platform. Furthermore, you authorize REPOWR to charge, receive, and remit such payments through the Platform, subject to applicable fees described in these Terms. 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 then current third-party payment processor (e.g., Stripe). All payment obligations under these Terms are nonrefundable. REPOWR retains the right to charge you regularly through your designated method of payment, based upon terms of the Equipment Interchange Agreement, once the Equipment Interchange Agreement is executed by both Provider and User.

You will need to submit certain bank account information to REPOWR to facilitate payment to you by our payment processor for amounts payable to you under these Terms or the applicable Equipment Interchange Agreement. Our payment processor will deposit accumulated fees into your account. Your receipt of payments from our payment processor of choice may be subject to certain terms and conditions.

The payment processor will deduct from each payment to Provider certain fees, including but not limited to: (a) payment processing fees, to be paid to and retained by the payment processor, in the amount imposed by the payment processor at the time of the transaction; and (b) REPOWR Service fees, which will be paid to REPOWR as compensation due and payable to REPOWR for provision of the Services. Further, in jurisdictions where REPOWR facilitates the collection and/or remittance of Transaction Taxes on behalf of Provider as further described in Section 4.c below, the payment processor may deduct such Transaction Taxes from each payment to Provider. If you have questions about the Service fees, please email support@repowr.com. Fees imposed by the payment processor are subject to change from time to time without notice or liability.

A deposit in an amount to be determined by REPOWR or by Provider under the applicable Equipment Interchange Agreement may be expected from and due by User upon reservation of any Equipment and will be returned to User after the applicable equipment inspection form (i.e. digital inspection form) is completed, the return of the Equipment has been accepted by the Provider, and the transaction has been completed. Any deductions to the deposit for damage to the Equipment will be applied accordingly, before return of the balance of the deposit, based on the terms of the applicable Equipment Interchange Agreement, and REPOWR shall have no liability or responsibility for any such deductions—User's sole recourse to dispute and obtain such deductions shall be against Provider. Accordingly, Users acknowledge and understand that Providers 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 receives all

such corresponding funds from the applicable Provider. Additionally, we have the right to offset against future payments made by Users to Providers and the amount of any fees, fines, chargebacks, and similar charges.

REPOWR may, but is not obligated to, employ all legal methods available to collect any past-due fees and charges payable by you under these Terms, an Equipment Interchange Agreement or otherwise, which may include the engagement of collection agencies and 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 any such 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, other third-party charges, and/or interest at a rate equal to the lesser of 1% per month or the highest rate permitted by applicable law.

- **1. Tax Collection:** Provider agrees that provider is responsible for determining and fulfilling Provider's obligations under applicable laws to report, collect, remit, or include in Provider's pricing any applicable VAT, sales, or use tax (collectively, "**Transaction Taxes**"). In certain jurisdictions, REPOWR may facilitate the collection and/or remittance of Transaction Taxes on behalf of Provider. In such jurisdictions, REPOWR shall remit such Transaction Taxes to the appropriate taxing authority and shall provide summary reports of such collections to Provider on a periodic basis, as required by law. REPOWR may seek additional amounts from the applicable Provider or User (including by deducting such amounts from future payouts) when the Transaction Taxes collected and/or remitted are insufficient to fully discharge that Provider or User's tax obligations, and you agree that your sole remedy for Transaction Taxes collected by REPOWR is a refund from the applicable tax authority.

REPOWR will not collect Transaction Taxes on any transaction for which User supplies REPOWR with exemption documentation acceptable to REPOWR, the applicable Provider and the applicable taxing authority prior to the Provider's acceptance of the reservation request.

You acknowledge and agree that we retain the right, with prior notice to affected Providers, to cease the collection and remittance of Transaction Taxes in any jurisdiction for any reason.

- **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, Provider, or User, 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 warrant or 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 concerning 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 You understand that, after termination of your REPOWR Account or these Terms, any 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 those provisions will survive any termination of these Terms or your access to or use of the Services.

- 1. **Photography.** REPOWR may offer Providers the option of having photographers, which may include Users, take photographs of their Equipment, which photographs will be made available by the photographer to Providers 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 the subsection for advertising, marketing, and/or any other business purposes in any media or platform, whether about your listings or otherwise, without further notice or compensation to you. You acknowledge and agree that REPOWR is the exclusive owner of any Images taken by a photographer that REPOWR engages to photograph such Images. Where REPOWR is not the exclusive Provider of any Images, as in the case of Images that you provide, you hereby grant and agree to grant to REPOWR an exclusive, worldwide, irrevocable, perpetual, transferable, assignable, royalty-free, sublicensable, fully paid-up right and license to use such Images for advertising, marketing and/or any other business purposes in any media or platform, whether about your listings or otherwise, without further notice or compensation to you.

1. **REPOWR IS NOT A COMMERCIAL LEASING COMPANY:** REPOWR does not own any transportation-related equipment and is not in the business of providing equipment to or reserving equipment from any person or entity. REPOWR only provides an online platform and marketplace where equipment Providers and those in need of equipment can connect and share

equipment among themselves subject to these Terms. REPOWR has no control over the conduct of any Provider, User, or third party.

2. **NO INSURANCE PROVIDED:** You further acknowledge and agree that you will receive no protection, insurance coverage, or roadside assistance from REPOWR or its agents.
3. **NO EQUIPMENT SALE, TRANSFER, OR ASSIGNMENT:** Users and Providers agree that nothing in these Terms constitutes an actual or purported sale, transfer, or assignment of any right or interest in any Equipment.
4. **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 Providers and Users), 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 Interchange Agreements) provided on or through the Services are examples only and are made available only for 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.

5. ADDITIONAL PROVISIONS APPLICABLE TO PROVIDERS:

- a. **Ownership:** Provider represents and warrants that it is the owner and title owner of any and all Equipment it lists on the Platform or has the full unencumbered legal right to list such Equipment and enter into Equipment Interchange Agreements concerning that Equipment. To the extent authorization to list Equipment or enter into Equipment Interchange Agreements is required from any third party, Provider represents and warrants that it has obtained such authorization in writing.
- b. **Authority:** A Provider must have, maintain, and be current on any and all motor carrier authority(ies) required by federal, state, and/or local laws or regulations to register for a REPOWR Account or to list Equipment on the Platform. For any operations conducted by a Provider 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 under or in connection with the Platform, including without limitation by imposing limits on the size of Equipment permitted to be listed on the Platform.
- c. **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.
- d. **Price; Listings:** Although you may leverage the Services to aid in your decision, 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.
- e. **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. Providers are required to complete a visual inspection before the commencement of any reservation period. If you find damage in your initial inspection, you should take photographs of such pre-existing damage before the start of any reservation period and send them to documents@repowr.com for recordkeeping purposes. You further commit that you will provide Equipment on time to the User and that you will fully comply with each Equipment Interchange Agreement you enter into with User(s). You will not list any Equipment that may not be reserved, interchanged, or used for compensation under the terms and

conditions of an agreement with a third party, including, but not limited to, a lease, rental, interchange, or financing agreement.

- f. **Maintenance:** You are required to regularly check your Equipment for any defects in their operations or safety. You promise and warrant 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.
- g. **Post-reservation Maintenance:** You have three days from when the Equipment is returned by, or recovered from, User to report any damage to REPOWR or User.
- h. **Claims and Collections:** In the event of any dispute, claim, or non-payment arising from a transaction conducted on the Platform, it is expressly understood that you alone shall be responsible for pursuing and handling such matters. That said, as set forth above, REPOWR maintains the right—at its sole discretion, and without any obligation—to collect past-due fees payable by User, including the engagement of collection and legal counsel to pursue such collection.
- i. **Fuel Tax:** If applicable, Provider 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.
- j. **Equipment Availability:** Once an Equipment Interchange Agreement is entered into, you must make the applicable Equipment available for use by, and otherwise comply with, the Equipment Interchange Agreement. If you offer the User the option to pick up your Equipment at a specified location, you must provide User with the accurate location of the Equipment and ensure that the Equipment is available at that location at the beginning of the reservation period.
- k. **Termination of Equipment Interchange Agreement:** Providers have the right to terminate any Equipment Interchange Agreement by giving both REPOWR and the User at least 72 hours' notice. Upon termination, you must coordinate the return of the Equipment with the User if the User has already taken possession of the Equipment. Termination of an Equipment Interchange Agreement will carry a charge of \$250 per EACH piece of Equipment that is covered by the terminated Equipment Interchange Agreement.

6. ADDITIONAL PROVISIONS APPLICABLE TO USERS:

- a. **Driver's License; Condition of Equipment:** As a User, 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 Provider'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. User will not make any alterations or modifications to the Equipment. In no event will User use or permit any Equipment to be used for the transportation of passengers. User 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. If applicable, you must return the Equipment to the Provider with the same amount of fuel that the Equipment had when you took possession of the Equipment. Users are required to complete a visual inspection before the commencement of their use of any Equipment and provide Provider and REPOWR with photographs of any damage to the Equipment that existed before User's use of the Equipment.

- b. **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 the expenses and costs relating to any fees, citations and fines (e.g., tolls, parking tickets, towing fines, storage fees, recovery fees) incurred during the reservation period or in connection with your use of any Equipment. You acknowledge that REPOWR or Providers may require and hold deposits as part of any reservation of Equipment. Additionally, User will pay, promptly when due, such taxes for which User is liable under any Equipment Interchange Agreement, including without limitation fuel taxes and mileage taxes.
- c. **Licensing and Taxes:** User shall keep the Equipment free and clear of all levies, liens, and encumbrances and, except registration/plate fees (which shall be obtained by the Provider), shall pay any taxes, assessments, license fees, registration fees, and similar charges on or related to the Equipment incurred during the term of the Equipment Interchange Agreement, including without limitation, any sales tax, use tax, excise tax, personal property tax, assessments and other governmental fees on or relating to the Equipment incurred during the terms outlined in the Equipment Interchange Agreement. The parties acknowledge that the charges included in the Equipment Interchange Agreement for the Equipment are exclusive of sales receipt or use taxes, and third structure taxes, including, but not limited to, weight, distance, ton mileage, and axle mile taxes. User shall pay the amount of any sales receipt, use tax, or third structure tax now or hereafter imposed upon the execution of the Equipment Interchange Agreement.
- d. **Required Documentation:** User must promptly provide REPOWR with all necessary documentation requested by REPOWR (including trip records and fuel tickets or information necessary to request a DataQs 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.
- e. **Reimbursement of Fuel, Highway Use, and Mileage Taxes:** If applicable, the mileage rate is intended to cover the costs of fuel, highway use, and mileage taxes during the terms of the Equipment Interchange Agreement, provided User complies with all terms of the Equipment Interchange Agreement, including any use restrictions. Notwithstanding the foregoing, User must provide all necessary documentation pursuant to Section 10.b above, and shall be subject to the surcharge therein and/or other fines and penalties, if User fails to provide all required documentation or fails to comply with all applicable terms of the Equipment Interchange Agreement, including any use restrictions.
- f. **Other Taxes, Fees, Tolls, or Fines:** User 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 Interchange Agreement or other charges under these Terms (excluding any taxes based on REPOWR's or Provider'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 Provider may settle such, and you shall promptly pay REPOWR or Provider the full amount of such settlement, any related costs.
- g. **Placarding:** In the event any Equipment is operated or reserved by User for a period equal to or over 30 days, User must identify the vehicle in compliance with federal and state regulations.
- h. **Liability and Insurance:** Upon execution of an Equipment Interchange Agreement, the User assumes all liability for the reserved Equipment while such Equipment is in the care, custody, or control of the User, including all damages, losses, and other liabilities. User agrees to procure and maintain all insurance coverage appropriate in connection with its reservation or use of any Equipment, including all insurance required by the applicable Equipment Interchange Agreement. REPOWR reserves the right to require a User to submit a valid certificate of insurance or proof of insurance to REPOWR as a condition of reserving or

taking possession of any Equipment. To the extent User obtains insurance to cover liability for reserved Equipment, that insurance will be primary in all respects.

- i. **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 reservation period, and you must return all Equipment at the time and place set forth in the Equipment Interchange Agreement or as otherwise agreed upon with the Provider. When you take possession of the Equipment, you must present the Provider 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.
- j. **State Laws Regarding Vehicle Theft:** It is a felony in most jurisdictions to fail to return a vehicle within a certain period after the reservation 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, civil and/or criminal penalties, and the voiding of your insurance coverage:
 - i. If you fail to return Equipment at the time and place agreed upon with the Provider;
 - ii. If you do not return the Equipment by the end of the reservation period and you have not properly obtained an extension of the reservation from the Provider;
 - iii. If the Equipment is returned to any place other than the return location specified in the Equipment Interchange Agreement; any damage to, or loss or theft of, Equipment occurring before the Provider accepts the return of the Equipment is the User's responsibility;
 - iv. If you misrepresent facts to the Provider pertaining to the booking, use, or operation of any Equipment;
 - v. 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;
 - vi. If you fail or refuse to communicate in good faith with the Equipment's Provider, 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
 - vii. 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 reservation period; who has obtained the keys without permission of the Provider; or who misrepresents facts to or withholds facts from the Provider material to the booking, use or operation of any Equipment.
- k. **Termination of Equipment Interchange Agreement:** Users have the right to terminate any active Equipment Interchange Agreement by giving both REPOWR and the Provider at least 72 hours' notice. Whether you or the Provider terminates an Equipment Interchange Agreement, you must coordinate the return of the Equipment with the Provider and return the specified Equipment within 72 hours of notification from the Provider. As the User, if you do not fulfill the termination request of the Provider and the Equipment is not returned within 72 hours, you will be charged late fees for each day the Equipment is not returned to the Provider at the Provider's specified location.

7. USE OF THE SERVICES, INTELLECTUAL PROPERTY, AND CONTENT:

a. **Use Restrictions:** In connection with your use of or access to the Services (including your provision, reservation, 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 a Provider, a User, or Equipment and then complete a transaction partially or wholly independent of the Services, or otherwise circumvent the Platform by going directly to the Provider or User (as applicable), 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 a Provider or User 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 are from, or when they were born; discrimination of any kind is not tolerated;
- Use the Services for your unrelated purposes, including to:
 - contact a Provider for any purpose other than in relation to a booking of said Provider's Equipment or an inquiry other than in relation to said Provider's listing(s);
 - contact a User for any purpose other than in relation to a booking or such User'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 based on 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;
 - engaging 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.

1. **Intellectual Property Rights:** The Services, including their text, audio, video, graphics, charts, photographs, interfaces, icons, software, computer code, data, trademarks, logos, slogans, names of products and services, documentation, other components and content, and the design, selection, and arrangement of content, is exclusively the property of REPOWR or, as applicable, its suppliers and licensors, and is protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, trade dress, copyrighted materials, or any other intellectual property rights belonging to REPOWR or any third party is strictly prohibited and may be prosecuted to the fullest extent of the law. The Services may contain references to third-party marks and copies of third-party copyrighted materials, which are the property of their respective owners. Except as expressly described in these Terms, no licenses or other rights, express or implied, are granted by REPOWR to you under any patent, copyright, trademark, trade secret, or other intellectual property right of REPOWR.

2. **Content:** The Services may permit you to post, enter, upload, publish, submit, or transmit data, information, or other content to or through our Services (including that sent to us via email), such as photographs and descriptions of you, of available Equipment, and of trips using Equipment, as well as reviews, feedback, documentation, and messages (collectively, "**Content**"). If you provide any Content, you hereby grant REPOWR a worldwide, irrevocable, perpetual, transferable, assignable, royalty-free, fully paid-up right and license, with the right to sublicense, use, view, copy, adapt, modify, reformat, reorganize, translate, excerpt, prepare derivative works of, distribute, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, store, exploit, and otherwise use and distribute, in all media and distribution methods now known or later developed, such Content

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Please keep in mind that Content you provide may be made available to other users of the Services. You must maintain a polite, pleasant, and respectful environment. Content that harasses, abuses, stalks, threatens, or violates the legal rights of others is prohibited. Content that is defamatory, indecent, pornographic, obscene, or otherwise objectionable or harmful is prohibited. You will not create a false identity, hide your true identity, or impersonate or represent any person other than yourself.

- 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. A description of the copyrighted work(s) that you claim have been infringed;
 - b. A description of the allegedly infringing material, including its location on the Services;
 - c. 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;
 - d. Your email address, telephone number, and mailing address;
 - e. 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
 - f. 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: Head of Legal, tel. 423-799-3640, legal@repowr.com, 1401 Chestnut Street, Chattanooga, TN 37402

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

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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 USER IN THE TWELVE (12)-MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE LIABILITY, OR, IF YOU ARE AN PROVIDER, THE AMOUNT OF FEES PAYABLE OR PAID TO YOU BY USERS THROUGH THE PLATFORM IN THE TWELVE (12)-MONTH PERIOD BEFORE 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 PROVIDER OR THE USER.

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 Interchange Agreement; (d) your submission of information or 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 provided 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, reservation, or use of Equipment; (h) any acts or omissions of any Users to whom you provide Equipment or any acts or omissions of any Providers from whom you reserve Equipment, as applicable; (i) your breach of any representation or warranty made in these Terms; or (j) 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:

a. Prohibitions:

- i. Taking people off the REPOWR platform for new, partial, or future reservations;
- ii. Contacting potential users or providers before reserving asset(s) on REPOWR to move the reservation from REPOWR (ex: offering discounts to book off of REPOWR);
- iii. Asking Users to fill out forms, or call, email, or otherwise contact you via a non-REPOWR communications service before accepting reservation requests;
- iv. Canceling existing full or partial reservations and having User rebook off of REPOWR Platform;
- v. Asking or encouraging Users or Providers to book outside of REPOWR for repeat or future reservations;
- vi. Including links or embedding buttons (ex: footers, headers) that take people off of REPOWR Platform to another website in any messages to Users;
- vii. Asking Users for, or using, contact or identity information in ways unrelated to their reservation, or that compromise the quality of their use of Equipment;
- viii. Asking Users for contact information before booking; all communications before a reservation must be on the REPOWR Platform;
- ix. Soliciting Users for their email, mailing address, or other communications channels using the REPOWR messaging system or email alias after a reservation;
- x. Asking Users for contact information after a reservation to run credit checks or background checks;
- xi. Asking Users to send photos of their government ID before arrival except where required for legal or compliance reasons as outlined in this Agreement;
- xii. 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 the reservation period (and besides exceptions identified below), must go through REPOWR (ex: using the Resolution Center);
- xiii. You may not ask Users to review a REPOWR reservation on a non-REPOWR website or fill out a survey regarding a REPOWR reservation on a non-REPOWR website (such as filling out a REPOWR provided form) unless you are a REPOWR- approved leasing company partner. These actions take valuable input about a User's reservation away from the REPOWR community. We want Users to share their feedback directly on REPOWR so that other Users may benefit from their insights.
- xiv. Using contact information provided by REPOWR for other purposes that violate our Terms of Service; and
- xv. Selling, sharing, or using users' contact information for marketing communications or signing Users up for contact lists.

b. Exceptions:

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

3. GENERAL:

- a. **No Agency:** REPOWR is an independent contractor. REPOWR does not appoint you or any other user as its employee or agent, nor do 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.
- b. **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.
- c. **Linking to the Platform:** If you operate a website and are interested in linking to the Platform: (i) the link must be text-only 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 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.
- d. **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.
- e. **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.
- f. **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 to determine your compliance with these Terms.

- g. **Governing Law; Venue:** These Terms and your access to and use of the Services will be interpreted by and governed by the laws of the State of Tennessee 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 Hamilton County, Tennessee, and you hereby consent and submit to exclusive venue in, and the exclusive jurisdiction of, such courts and waive all rights to proceed in any other venue or jurisdiction. If there is a dispute, the substantially prevailing party will be entitled to recovery of its costs and expenses, including reasonable attorneys' fees.
- h. **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 to be valid. Please print or otherwise save a copy of these Terms and all notices, consents, and other communications for your reference.
- i. **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.
- j. **No Waiver:** 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.