

Terms

These Terms and Conditions (“Terms”) govern your use of the applications, websites, content, and services (collectively, the “Services”) that vQuip Inc. (“vQuip,” “we,” or “us”) makes available in the United States. Please read these terms carefully before accessing or using the Services.

By accessing and using the Services, you accept and agree to be bound by these Terms. Accordingly, if you do not agree to these Terms, you may not access or use the Services. These Terms supersede all prior agreements between us and you. We may terminate these Terms or stop providing any Services at any time.

We may amend these Terms periodically. The amended Terms will be effective upon our posting of the Terms on our website or our Platform. If you continue to use the Services after the Terms are amended, that use will constitute your acceptance of the amended Terms.

We provide our policies for collecting and using personal information in connection with the Services via our Privacy Policy located at vquip.com

Our Services

You may use our mobile applications and websites provided as part of the Services (the “Platform”) to book equipment rentals with participating rental companies (“Rental Companies”). The Services are made available solely for your personal, noncommercial use.

The Platform will display, in a filterable and sortable fashion, Rental Companies’ inventory and availability. You may book rentals via the Platform. The Platform will also

collect and remit payment on your behalf to the Rental Companies, guide you through various informational pieces to educate you about the equipment you're renting, and allow you to purchase optional rental insurance covering that equipment.

If you cancel your rental within the cancellation period established by the applicable Rental Company, you agree that you will be required to pay the full rental amount. If a Rental Company cancels your session for a reason that is within its control, such as the availability of equipment you previously rented, we will refund any amounts you have paid for that equipment, and we will use commercially reasonable efforts to help you reschedule a session at a time convenient for you. You agree that this offer is your sole and exclusive remedy for our canceling a rental.

Limited License

So long as you comply with our Terms, we grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to:

1. access and use the Platform on your computer, tablet, or mobile device solely in connection with your use of the Services; and
2. access and use any content, information, and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. We reserve any rights that we haven't expressly granted to you.

Here's a list of things you can't do. You can't

1. remove any copyright, trademark or other proprietary notices from any portion of the Services,

2. reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer,
3. decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law,
4. link to, mirror, or frame any portion of the Services,
5. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services, or
6. attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

We own the Services and all rights in the Services. Although we're giving you permission to access and use the Services, we're not transferring to you any rights:

1. in or related to the Services except for the limited license granted above; or
2. to use or reference in any manner our company names, logos, product and service names, trademarks, or services marks.

Behavior During Rental Period

It's very important to us that we remain on good terms with the Rental Companies who offer goods and services to our users. Accordingly,

1. you agree to follow any policies, risk management guidelines, or other rules provided to you by a Rental Company, and

2. you agree not to cause nuisance, annoyance, inconvenience, injury, or property damage, whether to the Rental Company, the equipment, or any other person or entity.

User Accounts

In order to use most aspects of the Services, you must register for and maintain an active personal user account ("Account"). During Account registration, you will be required to submit to us certain personal information, such as your name, email address, mobile phone number, and driver's license number. Before you schedule a session, you are also required to associate a valid credit or debit card or with your account. You may not register for an Account unless you are at least 18 years of age. You agree to maintain accurate, complete, and up-to-date information in your Account. If you fail to do so, such failure may result in your inability to access and use the Services or our termination of this Agreement with you. You are responsible for all activity that occurs under your Account, so please keep your Account username and password a secret.

Here are some more Account rules. You may only possess one Account. You cannot share your Account with anyone else. You cannot transfer your Account to any other person or entity. You must comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. In certain instances we may require you to verify your identity before providing Services to you, and you agree that you may be denied access or use of the Services if you refuse to provide proof of identity.

Verification of Identity

Before a Rental Company rents equipment to you, the Rental Company may require you to verify your identity and/or the identify of anyone accompanying you. You acknowledge that the Rental Company may elect not to rent equipment to you if you cannot provide appropriate proof of identity.

Promo Codes

We may create promotional codes that may be redeemed for Account credit or other features, subject to terms that we establish on a per promotional code basis (“Promo Codes”). You agree that Promo Codes:

1. must be used for the intended audience and purpose, and in a lawful manner;
2. may not be duplicated, sold, or transferred in any manner, or made available to the general public, unless expressly permitted by us;
3. may be disabled by us at any time for any reason without liability to us;
4. may only be used pursuant to the specific terms that we establish for such Promo Code;
5. are not valid for cash; and
6. may expire prior to your use.

We reserve the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that we determine or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

User Provided Content

We may, in our sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to us through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions (“User Content”). Any User Content provided by you remains your property. However, by providing User Content to us, you grant us a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and our business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that:

1. you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant us the license to the User Content as set forth above; and
2. neither the User Content nor your submission, uploading, publishing, or otherwise making available of such User Content nor our use of the User Content as permitted herein will infringe, misappropriate, or violate a third party’s intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by us in our sole discretion, whether or not such material may be protected by law. We may, but will

not be obligated to, review, monitor, or remove User Content, at our sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Platform and any updates thereto. We do not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Payment

You understand that use of the Services may result in payments by you for the goods and services you receive from a Rental Company ("Charges"). Once you confirm your rental, we will facilitate payment of the applicable Charges on behalf of the Rental Company, as such Rental Company's limited payment collection agent, using the preferred payment method designated in your Account, and will send you a receipt by email. Payment of the Charges in such manner will be considered the same as payment made directly by you to the Rental Company. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by us.

We will also facilitate the payment of any rental insurance that you purchase on behalf of our insurance provider, The Maritime Program Group. Whether or not the insurance

offering will be voluntary or mandatory will be determined by the Rental Company from which you are renting from. Lastly, we will collect a facilitation fee on the transaction.

All Charges are due at once and payment will be facilitated by us using the preferred payment method designated in your Account. If your primary Account payment method is determined to be expired, invalid, insufficiently funded, or otherwise not able to be charged, you agree that we may, as the Rental Company's limited payment collection agent, use a secondary payment method in your Account, if available.

We reserve the right to establish, remove, and/or revise Charges for any or all aspects of the Services at any time in our sole discretion. We may from time to time provide certain users with promotional offers and discounts that may result in different Charges for the same or similar Services, and you agree that such promotional offers and discounts, unless also made available to you, will have no bearing on your use of the Services or the Charges applied to you.

This payment structure is intended to fully compensate the Rental Company for the services provided. We do not designate any portion of your payment as a tip or gratuity to the Rental Company. Any representation by us (on our website, in the Platform, or in our marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services provided is not intended to suggest that we provide any additional amounts, beyond those described above, to the Rental Company. You understand and agree that, while you are free to provide additional payment as a gratuity to any Rental Company who provides you with services obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about the Rental Company. In the

event you feel unwelcome pressure to provide a gratuity, you may factor that experience into the rating or additional feedback you give.

Repair or Cleaning Fees.

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Rental Company vessels and property resulting from your use of the Services in excess of normal “wear and tear” damages and necessary cleaning (“Repair or Cleaning”). In the event that a Rental Company reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by us in our reasonable discretion, we reserve the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Rental Company using your preferred payment method designated in your Account. Such amounts will be transferred by us to the applicable Rental Company and are non-refundable.

Insurance.

We are not a lender and are not engaged in extending credit. Instead, we connect our users with insurance companies and facilitate their purchase of insurance from those companies.

DISCLAIMER

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS,

QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY GOODS OR SERVICES OBTAINED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY THIRD PARTY GOOD OR SERVICES OBTAINED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

YOU ACKNOWLEDGE THAT VQUIP DOES NOT PROVIDE EQUIPMENT RENTAL SERVICES. VQUIP'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE EQUIPMENT RENTALS WITH RENTAL COMPANIES, BUT YOU AGREE THAT VQUIP HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO SUCH RENTALS PROVIDED TO YOU BY RENTAL COMPANIES THROUGH THE USE OF THE SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

VQUIP DOES NOT GUARANTEE THE SUITABILITY, SAFETY, OR ABILITY OF ANY RENTAL COMPANIES, THE AVAILABILITY OR RELIABILITY OF THEIR INVENTORY, OR THE ACCURACY OF ANY INFORMATION THEY ARE DISPLAYING ON THE PLATFORM. IT IS SOLELY YOUR RESPONSIBILITY TO DETERMINE IF A RENTAL COMPANY WILL MEET YOUR NEEDS AND EXPECTATIONS. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOUR USE OF A RENTAL COMPANY ARRANGED OR SCHEDULED USING THE SERVICES IS AT YOUR OWN RISK AND JUDGMENT. VQUIP SHALL NOT HAVE ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO YOUR TRANSACTIONS, RELATIONSHIP WITH RENTAL COMPANIES, OR USE OF ANY RENTED EQUIPMENT. YOU AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM YOUR USE OF EQUIPMENT FROM RENTAL

EQUIPMENT, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE RENTAL COMPANY OR OTHERWISE.

THIS DISCLAIMER DOES NOT ALTER YOUR RIGHTS AS A CONSUMER TO THE EXTENT NOT PERMITTED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

LIMITATION OF LIABILITY.

WE WILL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE WILL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES INCURRED BY YOU ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY RENTAL COMPANY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE WILL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL. IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED ONE HUNDRED U.S. DOLLARS (US \$100).

THESE LIMITATIONS DO NOT PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

Indemnification

You agree to indemnify and hold us and our officers, directors, employees and agents, harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with:

1. your use of the Services;
2. your breach or violation of any of these Terms;
3. our use of your User Content; or
4. your violation of the rights of or damage to any third party, including any Rental Company.

If we elect to take legal action against you in connection with any actual or suspected breach of this Agreement, we will be entitled to recover from you as part of such legal action, and you agree to pay, our reasonable costs and attorneys' fees incurred as a result of such legal action.

Waiver

You waive and release any and all claims, now known or hereafter known, against vQuip, and its officers, directors, managers, employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to your use of equipment rented via the Service, whether arising out of the ordinary negligence of the Rental Companies or any Releasees or otherwise. You covenant not to make or bring any such claim against vQuip or any other Releasee, and forever release and discharge vQuip and all other Releasees, from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that North Carolina law does not permit to be released by agreement.

Choice of Law and Venue

These Terms are governed by and construed in accordance with the laws of the State of North Carolina, U.S.A., without giving effect to any conflict of law principles. All claims, legal proceedings, or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Mecklenburg County, North Carolina, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

Copyright Claims

If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want us to delete, edit, or disable the material in question, you must provide us with all of the following information:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
3. identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted;

5. a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to our designated agent at: 1307 E Barden Rd, Charlotte, NC 28226.

SMS Disclosure

By providing your mobile phone number, you consent to receive SMS messages from vQuip, Inc. related to our Risk-Management-Platform and services.

You may opt out of receiving SMS messages at any time by replying with “STOP” to any SMS message you receive from us. After opting out, you will receive a confirmation message, and we will cease sending SMS messages to your number.

If you need assistance or have questions about our SMS service, reply with “HELP” to any SMS message you receive, or contact our customer support team at info@vquiprentals.com

Message frequency may vary.

Standard message and data rates may apply depending on your carrier.

Your phone number will be handled in accordance with our Privacy Policy, available at <https://vquip.com/privacy-policy/>. We do not sell or share your phone number with third parties except as required by law.

For more information, please review our [Privacy Policy](#) and [Terms](#) .

Phone numbers provided will not be used for marketing purposes.

Notice

We may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice will be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to us, with such notice deemed given when received by us, at any time by first class mail or pre-paid post to 1307 E Barden Rd, Charlotte, NC 28226.

General

You may not assign these Terms without our prior written approval. We may assign these Terms without your consent to:

1. a subsidiary or affiliate;
2. an acquirer of our equity, business or assets; or
3. a successor by merger.

Any purported assignment in violation of this section will be void. No joint venture, partnership, employment, or agency relationship exists between you, us, or any Rental Company as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and the remaining provisions will be enforced to the fullest extent under law. Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

