

TERMS OF SERVICE

These TERMS OF SERVICE (this “*Agreement*”) concern the BikerBuddy.co website (together with its pages and features, the “*Site*”), the mobile software application commonly known as the “BikerBuddy” app (together with its pages and features, the “*App*”) and all associated services (collectively, the “*Services*”). This Agreement is made and entered into by and between you and any person helping you visit, access, register with or use the Site, the App and/or the Services (collectively, “*you*” or “*your*”), on the one side, and BikerBuddy Lodging, LLC (“*BikerBuddy*”), on the other side. You and BikerBuddy are sometimes referred to herein each as a “*Party*” and together as the “*Parties*.”

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SITE, THE APP OR THE SERVICES BECAUSE IT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU AND BIKERBUDDY.

WHEN YOU CREATE, REGISTER WITH OR LOG INTO AN ACCOUNT THROUGH THE SITE OR THE APP YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST-RECENT VERSION OF THIS AGREEMENT.

SIMILARLY, BY VISITING, ACCESSING, REGISTERING WITH OR USING THE SITE OR THE APP YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST-RECENT VERSION OF THIS AGREEMENT, AND YOUR CONTINUING VISIT, ACCESS, REGISTRATION WITH OR USE OF THE SITE OR THE APP REAFFIRMS YOUR ACCEPTANCE AND AGREEMENT IN EACH INSTANCE.

IF YOU DO NOT ACCEPT AND AGREE TO THIS AGREEMENT IN ITS ENTIRETY, THEN YOU ARE STRICTLY PROHIBITED FROM VISITING, ACCESSING, REGISTERING WITH OR USING THE SITE, THE APP OR THE SERVICES.

BIKERBUDDY MAY SUPPLEMENT, AMEND OR OTHERWISE MODIFY THIS AGREEMENT AT ANY TIME. SUCH MODIFICATIONS WILL BE POSTED ON THIS OR A SIMILAR PAGE OF THE SITE OR THE APP, AS APPLICABLE, EMAILED TO THE EMAIL ADDRESS ASSOCIATED WITH YOUR USER ACCOUNT (DEFINED BELOW) OR POSTED TO YOUR USER ACCOUNT (DEFINED BELOW), AND SHALL BE DEEMED EFFECTIVE AS OF THEIR STATED EFFECTIVE OR MODIFICATION DATE. IT IS YOUR RESPONSIBILITY TO CAREFULLY REVIEW THIS AGREEMENT AND YOUR USER ACCOUNT (DEFINED BELOW) EACH TIME YOU VISIT, ACCESS, REGISTER WITH OR USE THE SITE, THE APP OR THE SERVICES.

1. Eligibility. The Site, the App and the Services are offered only to users eighteen (18) years of age or older, or otherwise the age of majority in their respective jurisdictions, and who have accepted this Agreement. By visiting, accessing, registering with or using the Site or the App, or by purchasing or using any products or services through the Site or the App (including, without limitation, the Services), you represent and warrant to BikerBuddy that you meet these eligibility requirements. You agree to comply with all applicable laws for visiting, accessing, registering with and using the Site and the App and for purchasing and using any products or services through the Site or the App, and you may only use them for lawful purposes.
2. Privacy. BikerBuddy respects the privacy of others. BikerBuddy’s policies concerning the collection and use of your personal information in connection with the Site and the App are

set forth in the [Privacy Policy](#), which you should carefully review each time you visit, access, register with or use the Site or the App.

3. User Account.

- a. Registration. As explained further herein, to secure the right to access and use the registration-only sections of the App and the Services, you must register with and create a personal user account with BikerBuddy through the App (“*User Account*”), as well as further acknowledge your acceptance of and agreement to this Agreement and those additional terms, conditions and policies referenced herein, as BikerBuddy may require from time-to-time. As part of the registration process, you may be required to satisfy certain conditions precedent imposed by BikerBuddy (including, for example, providing additional information to BikerBuddy, and entering into additional agreements with BikerBuddy). Unless otherwise permitted by BikerBuddy in writing, you may only have one (1) non-transferable User Account.
- b. User Account Activity and Information. You are responsible for all activity that occurs under your User Account and prohibited from authorizing or allowing any third party to access or use your User Account. Accordingly, you should take all steps necessary to protect and keep secret your User Account details and access information (including your login name and password). You should also maintain accurate, complete, and up-to-date information in your User Account (including, without limitation, maintaining a valid and current payment method and email address) because your failure to do so may result in your inability to access, use and/or receive all or any part of the Site, the App and/or the Services and/or BikerBuddy’s termination of this Agreement. For security purposes, you shall immediately notify BikerBuddy if you suspect a third party has gained access to or is using your User Account without authorization. For the avoidance of doubt, BikerBuddy has the unencumbered right to access and use, and to allow its agents, employees, representatives, contractors and vendors to access and use, the information in your User Account in order to facilitate the exercise and performance of BikerBuddy’s rights and obligations under this Agreement, the operation of the Site and the App, and/or any other the rights, obligations and services related to the subject matter of this Agreement (including, without limitation, payments, and communications).
- c. Indemnification. IF YOU FAIL TO COMPLY WITH ANY TERMS OR CONDITIONS OF SECTIONS 3(B) OR 3(C) ABOVE (WHETHER INTENTIONALLY OR UNINTENTIONALLY), THEN YOU ACCEPT FULL RESPONSIBILITY FOR THE CONSEQUENCES THEREOF (INCLUDING, WITHOUT LIMITATION, ANY UNAUTHORIZED CHARGES AND PAYMENTS, ANY UNAUTHORIZED CHANGES TO YOUR USER ACCOUNT INFORMATION AND SETTINGS AND ANY UNAUTHORIZED ACCESS OR USE OF YOUR USER ACCOUNT), AND AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS BIKERBUDDY AND BIKERBUDDY’S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS AND LICENSEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, ACTIONS, JUDGMENTS, LOSSES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING COSTS AND REASONABLE OUTSIDE ATTORNEY FEES) INCURRED BY SUCH INDEMNITEES, OR ASSERTED AGAINST SUCH INDEMNITEES BY THIRD PARTIES, ARISING

OUT OF OR IN CONNECTION WITH YOUR FAILURE TO COMPLY WITH SUCH TERMS OR CONDITIONS.

4. Description of Services. The Services include those which are described further herein. For additional information about the Services, please visit the [FAQ](#) page of the Site. BikerBuddy reserves the right, but not the obligation, to change or otherwise alter the scope of the Services as BikerBuddy sees fit in its sole discretion from time-to-time.
 - a. Riders and Hosts. Certain users of the Site or the App are referred to herein as “Rider(s)” and “Host(s).” Riders are those registered users of the Site or the App who use the Services to search for, reserve, pay for and/or stay at lodgings offered by Hosts through the Site or the App. Hosts are those registered users of the Site or the App who use the Services to offer, schedule, charge for and provide lodgings to Riders through the Site or the App.
 - b. Services. The Site and the App are technology platforms or marketplaces intended to enable you – as a Rider, Host or other permitted user of the Site or the App, as applicable – to search for, arrange, reserve, schedule, pay for, charge for, provide, communicate about and/or rate the provision of temporary lodgings to or for Riders (e.g., campsites, cabins, bed and breakfasts) and related travel and hospitality services. BikerBuddy does not itself provide, and is not responsible for the provision of, such lodgings and related travel and hospitality services. Rather, BikerBuddy merely provides the aforementioned technology platform or marketplace by way of the Site or the App.
 - c. Relationship. **YOU ACKNOWLEDGE AND AGREE THAT BIKERBUDDY IS MERELY A TECHNOLOGY SERVICES PROVIDER THAT OFFERS A TECHNOLOGY PLATFORM OR MARKETPLACE FOR SUCH TECHNOLOGY BY WAY OF THE SITE OR THE APP, AND THAT BIKERBUDDY DOES NOT PROVIDE ANY PRODUCTS OR SERVICES OF THE TYPE OFFERED BY ANY OF THE HOSTS (INCLUDING, WITHOUT LIMITATION, LODGINGS, OR TRAVEL AND HOSPITALITY SERVICES). FURTHER, IN NO EVENT SHALL THIS AGREEMENT, THE PERFORMANCE OF A PARTY’S RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, THE SITE, THE APP, A PARTY’S VISIT TO, ACCESS OF, REGISTRATION WITH OR USE OF THE SITE OR THE APP, OR A PARTY’S OFFERING, MARKETING, PROVISION, PERFORMANCE, ACCEPTANCE OR USE OF ANY PRODUCT OR SERVICE ON, THROUGH OR IN RELATION TO THE SITE OR THE APP CREATE ANY TYPE OF FIDUCIARY, FRANCHISE, AGENCY, EMPLOYMENT, INDEPENDENT CONTRACTOR, PARTNERSHIP, OR JOINT VENTURE RELATIONSHIP BETWEEN BIKERBUDDY, YOU OR ANY OTHER USERS OF THE SITE OR THE APP.**
5. Ownership. The Site, the App and all elements and derivatives thereof (including, without limitation, all content, information, source codes, object codes, data, instructions, documentation and expressions), as well as all copyrights, trademarks, trade secrets and other intellectual properties of the foregoing, are owned, licensed or permissibly used by BikerBuddy. In no event shall you have or retain any rights, titles or interests in or to the foregoing other than those limited rights expressly granted to you under this Agreement. No rights or permissions granted to you under this Agreement are coupled with an interest.

Nothing contained in this Agreement shall be construed as a waiver or limitation of BikerBuddy's or its licensors' respective rights and remedies under applicable law.

6. Rights, Permissions and Consents.

- a. License of the Site. Subject to the terms and conditions of this Agreement, BikerBuddy grants you a limited, non-exclusive, personal, freely-revocable, non-transferable and non-sub-licensable license to access and view the various publicly displayed pages of the Site, and to view the information and content found thereon. Your unauthorized use of the Site, the App or the Services, or any breach by you of this Agreement, automatically terminates this license.
- b. License of the App. Subject to the terms and conditions of this Agreement, and any associated payment and registration obligations as imposed by or with the prior consent of BikerBuddy, if you download a genuine copy of the App to your Device, and if you further acknowledge your acceptance of and agreement to this Agreement, as well as those additional terms, conditions and policies referenced herein, as BikerBuddy may require from time-to-time, then BikerBuddy grants you a limited, non-exclusive, personal, freely-revocable, non-transferable and non-sub-licensable license to access and use the App on said Device for the purpose of using the App as BikerBuddy intends for end users of the App. You may not rent, lease, lend, sell, transfer, redistribute or sublicense the App; and if you sell or otherwise transfer to a third party a Device on which the App is installed, then you must remove the App from such Device before doing so. If you have a User Account in good standing, then said license shall extend to the registration-only sections of the App through which registrants may utilize the Services through the App in accordance with this Agreement. Your unauthorized use of the Site, the App or the Services, or any breach by you of this Agreement automatically terminates this license.
- c. License of User Materials. All names, photographs, information, communications and any other content, names, likenesses, voices and trademarks that you submit to or publish on or through the Site or the App, or that you submit to or publish on an online social media account (e.g., Facebook, Twitter) that you own and link or otherwise associate with the Site, the App or your User Account, if any and as applicable, is hereinafter defined as the "***User Materials.***" You hereby grant BikerBuddy an irrevocable, non-exclusive, royalty-free, fully-paid, transferable, sub-licensable, perpetual and universe-wide license for BikerBuddy to host, store, reproduce, transmit, distribute, sell, resell, license, sublicense, market, modify, adapt, create derivative works, communicate, publish, syndicate, publicly perform, publicly display, archive and otherwise use and exploit all or any part of such User Materials and any and all elements and derivatives thereof, whether in original or modified form, in any language, for any commercial or non-commercial purposes, and in any manner, medium or form, whether now known or hereinafter devised, and BikerBuddy may do so without attribution to you, without your approval and without any obligation to verify, edit or remove the same.

- d. Reservation of Rights. Nothing in this Agreement shall restrict or limit BikerBuddy's rights, titles or interests in or to the Site, the App, the User Materials or any elements or derivatives of the foregoing.
 - e. Warnings; Disclaimers. PLEASE NOTE THAT THE USER MATERIALS MIGHT BECOME THE SUBJECT OF PUBLIC DISCLOSURE. THUS, BIKERBUDDY IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING FROM OR IN CONNECTION WITH, ITS USE OF ANY USER MATERIALS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.
7. Suspension or Termination of Service. BikerBuddy has the right, but not the obligation, to suspend or terminate the function or existence of all or any part of the Site, the App, the Services and/or your User Account at any time, and without notice or recourse, as BikerBuddy deems advisable in its sole discretion. BIKERBUDDY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY(S) FOR ANY LOSS OR DAMAGE THAT IS CAUSED BY OR ARISES FROM OR IN CONNECTION WITH ANY SUCH SUSPENSIONS OR TERMINATIONS (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, REFUNDS, LOST PROFITS, LOST OPPORTUNITIES, MONETARY DAMAGES, DISRUPTION IN OR LOSS OF SERVICE OR LOSS OF CONTENT).
8. Payments.
- a. Payment Processing Vendor and Charges. All credit card, debit card and other monetary transactions on or through the Site and/or the App occur through an online payment processing application that is provided by a third-party vendor(s). You agree to pay all payment processing fees required by said third-party payment processing vendor(s) (as directly charged by said vendor or passed on by BikerBuddy) applicable to each transaction to which you are a party, as may be calculated and deducted by said vendor as an amount derived from the Transaction Fee (defined below). **BIKERBUDDY'S RELATIONSHIP WITH ITS THIRD-PARTY PAYMENT PROCESSING VENDOR(S), IF ANY, IS MERELY CONTRACTUAL IN NATURE, AS IT IS NOTHING MORE THAN A THIRD-PARTY VENDOR AND IS IN NO WAY SUBJECT BIKERBUDDY'S DIRECTION OR CONTROL; THUS, THEIR RELATIONSHIP IS NOT, AND SHOULD NOT BE CONSTRUED AS, ONE OF FIDUCIARIES, FRANCHISORS-FRANCHISEES, AGENTS-PRINCIPALS, EMPLOYERS-EMPLOYEES, PARTNERS, JOINT VENTURERS, CONTRACTORS OR THE LIKE.**
 - b. Payment Authorization. IF YOU PROVIDE BIKERBUDDY WITH YOUR PAYMENT INFORMATION, THEN YOU AUTHORIZE BIKERBUDDY TO DO THE FOLLOWING AS BIKERBUDDY DEEMS NECESSARY, ALTHOUGH BIKERBUDDY HAS NO OBLIGATION TO DO SO: (I) SHARE YOUR PAYMENT OR BANK ACCOUNT INFORMATION WITH ITS THIRD-PARTY PAYMENT PROCESSING VENDOR(S); (II) OBTAIN YOUR UPDATED PAYMENT OR BANK ACCOUNT INFORMATION FROM YOUR PAYMENT ISSUER OR BANK, BIKERBUDDY'S THIRD-PARTY PAYMENT PROCESSING VENDOR(S) AND/OR APPLICABLE THIRD-PARTY PROVIDERS; AND (III) USE YOUR PAYMENT OR BANK ACCOUNT INFORMATION TO CHARGE OR TRANSACT PAYMENTS OR EXPENSES THAT ACCRUE UNDER YOUR ACCOUNT(S) WITH BIKERBUDDY (INCLUDING, WITHOUT LIMITATION, YOUR USER ACCOUNT) IN ACCORDANCE WITH THIS AGREEMENT.

- c. Payment Obligations. You agree that you are responsible for the payment of all amounts that accrue under your account(s) with BikerBuddy (including, without limitation, your User Account), BikerBuddy's third-party payment processing vendor(s) and any other third-party providers on, through or in relation to the Site, the App or the Services. You also agree to be responsible for all payments, fines, penalties and other liabilities incurred by any such person or entity that arises out of or relates to payments that you authorize or accept on, through or in relation to the Site, the App or the Services, including, without limitation, all fees, penalties, taxes and duties; and to be responsible for all expenses (including costs and reasonable outside attorney fees) and interest incurred by any such person or entity to collect any overdue amounts.
- d. Waiver of Claims. **TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO WAIVE ALL CLAIMS AGAINST BIKERBUDDY RELATED TO ANY UNAUTHORIZED PAYMENTS MADE ON OR THROUGH YOUR ACCOUNT(S) WITH BIKERBUDDY, BIKERBUDDY'S THIRD-PARTY PAYMENT PROCESSING VENDOR(S), ANY OTHER THIRD-PARTY PROVIDERS AND/OR ANY OTHER PERSON OR ENTITY, REGARDLESS OF WHETHER THEY ARE AUTHORIZED OR UNAUTHORIZED.**
- e. Accurate Payment Information. You represent and warrant to BikerBuddy that any payment information you provide on or through the Site or the App is current, complete, and accurate; and that you will promptly notify BikerBuddy if your payment information has changed (such as a change in address or expiration date), if your payment method has been cancelled, or if you become aware of a breach of security.
- f. No Refunds. All sales and payments made on, through or in relation to the Site, the App or the Services are final, irrevocable and not subject to or eligible for refund or return, in whole or in part, unless otherwise expressly stated in this Agreement.
- g. Refusal of Products and Services. BikerBuddy has the right, but not the obligation, to refuse any and all of its products and services to you (including, without limitation, the Services) if it suspects that you are in any way involved in fraudulent or illegal activity (including, without limitation, the use of stolen credit cards). BikerBuddy may contact your payment method issuer, law enforcement or others and share information relating to your payments if BikerBuddy believes doing so will prevent a violation of the law or financial loss.
- h. Promotional Free Trials and Discounts. BikerBuddy reserves the right, but not the obligation, to afford you from time-to-time as BikerBuddy sees fit a promotional free trial period(s) or discount(s) for accessing and using the registration-only sections of the App and/or the Services. However, upon the expiration of any such promotional free trial period or discount, you must further agree to the terms and conditions of this Agreement and pay the applicable amounts in order to receive the continued right to access and use the registration-only pages of the Site, the registration-only sections of the App, and/or the Services, as applicable.
- i. Currency. Unless otherwise stated, all payment amounts are quoted in United States dollars.

9. Terms Specific to Riders. The following terms and conditions apply to you to the extent you are a Rider.

a. Relationships. **YOU ACKNOWLEDGE AND AGREE THAT BIKERBUDDY IS MERELY A TECHNOLOGY SERVICES PROVIDER THAT OFFERS A TECHNOLOGY PLATFORM OR MARKETPLACE FOR SUCH TECHNOLOGY BY WAY OF THE SITE OR THE APP, AND THAT BIKERBUDDY DOES NOT PROVIDE ANY PRODUCTS OR SERVICES OF THE TYPE OFFERED BY ANY OF THE HOSTS (INCLUDING, WITHOUT LIMITATION, LODGINGS, OR TRAVEL AND HOSPITALITY SERVICES). YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR RELATIONSHIP TO BIKERBUDDY AND ANY OTHER USERS OF THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, HOSTS, AND OTHER RIDERS) IS MERELY CONTRACTUAL IN NATURE; THAT BIKERBUDDY DOES NOT, AND SHALL NOT BE DEEMED TO, DIRECT OR CONTROL ANY SUCH OTHER USERS OF THE SITE OR THE APP GENERALLY OR IN THEIR RESPECTIVE PERFORMANCE UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH THE OFFER, MARKETING, PROVISION OR PERFORMANCE OF ANY PRODUCT OR SERVICE BY ANY HOSTS, OR THE ACTS, ERRORS OR OMISSIONS OF ANY HOSTS OR OTHER RIDERS); THAT SUCH OTHER USERS RETAIN THE SOLE RIGHT TO DETERMINE WHETHER, WHEN, WHERE, HOW, HOW LONG AND FOR HOW MUCH EACH OF THEM WILL OFFER, MARKET, PROVIDE AND PERFORM THEIR RESPECTIVE PRODUCTS AND SERVICES ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (WHETHER THOSE PRODUCTS OR SERVICES ARE ARRANGED THROUGH THE SITE, THROUGH THE APP OR BY OTHER MEANS AS THEY DEEM APPROPRIATE, RESPECTIVELY); THAT YOU RETAIN THE OPTION TO CANCEL AN ACCEPTED RESERVATION OR REQUEST FOR ANY PRODUCTS OR SERVICES OFFERED, MARKETED, PROVIDED OR PERFORMED ON, THROUGH OR IN RELATION TO THE SITE OR THE APP, SUBJECT TO BIKERBUDDY'S THEN-CURRENT CANCELLATION POLICIES; THAT BIKERBUDDY IS NOT RESPONSIBLE OR LIABLE FOR THE ACTS, ERRORS OR OMISSIONS OF ANY SUCH OTHER USERS IN RELATION TO YOU OR YOUR REQUEST, ACCEPTANCE OR USE OF ANY PRODUCTS OR SERVICES OFFERED, MARKETED, PROVIDED OR PERFORMED ON, THROUGH OR IN RELATION TO THE SITE OR THE APP; THAT YOU HAVE THE SOLE RESPONSIBILITY FOR ANY OBLIGATIONS OR LIABILITIES TO SUCH OTHER USERS OR THIRD PARTIES THAT ARISE FROM YOUR REQUEST, ACCEPTANCE OR USE OF ANY PRODUCTS OR SERVICES OFFERED, MARKETED, PROVIDED OR PERFORMED ON, THROUGH OR IN RELATION TO THE SITE OR THE APP; AND THAT YOU HAVE NO AUTHORITY TO BIND BIKERBUDDY TO ANY AGREEMENTS OR OBLIGATIONS, OR TO HOLD YOURSELF OUT AS AN AGENT, EMPLOYEE, PARTNER OR REPRESENTATIVE OF BIKERBUDDY. ACCORDINGLY, IN NO EVENT SHALL THIS AGREEMENT, THE PERFORMANCE OF A PARTY'S RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, THE SITE, THE APP, A PARTY'S VISIT TO, ACCESS OF, REGISTRATION WITH OR USE OF THE SITE OR THE APP, OR A PARTY'S OFFERING, MARKETING, PROVISION, PERFORMANCE, ACCEPTANCE OR USE OF ANY PRODUCT OR SERVICE ON, THROUGH OR IN RELATION TO THE SITE OR THE APP CREATE ANY TYPE OF FIDUCIARY, FRANCHISE, AGENCY, EMPLOYMENT, INDEPENDENT CONTRACTOR, PARTNERSHIP, OR JOINT VENTURE RELATIONSHIP**

BETWEEN BIKERBUDDY, YOU OR ANY OTHER USERS OF THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, HOSTS, AND OTHER RIDERS).

- b. Service Fees, Commissions and Other Charges. You understand and acknowledge that you will be assessed and charged a fee(s) or other expense(es) by the applicable Host every time that you reserve or stay at the temporary lodgings offered by that Host on or through the Site or the App, order any products or services from that Host on or through the Site or the App, order or become responsible for any incidentals related to the foregoing (e.g., room service, property damage), or otherwise transact any business with that Host on, through or in relation to the Site, the App or the Services, together with any and all taxes and duties which may apply (e.g., service fees, sales taxes, occupancy taxes) (collectively, "**Service Fee(s)**"). In addition, you understand and acknowledge that for each Service Fee payable, you will also be assessed and charged a commission fee by and payable to BikerBuddy calculated as an amount equal to FIFTEEN PERCENT (15%) of that Service Fee ("**Commission(s)**"). You agree that you are responsible for the payment of all Service Fees, Commissions and other amounts that accrue under your User Account and other account(s), if any, with BikerBuddy in relation to the foregoing.
- c. Cancellations. You may elect to cancel a particular reservation that you have made with a Host for lodgings through the Site or the App at any time prior to scheduled "check-in" time for your reservation. If such cancellation occurs within forty-eight (48) hours of the scheduled "check in" time for your reservation, then payment of the applicable Service Fees and Commissions will be fully process and shall not be subject to or eligible for refund or return to your account(s) with BikerBuddy (including, without limitation, your User Account).
- d. Ratings.
 - i. Rating Process. From time to time, you may be afforded an opportunity through the Site or the App to rate your experience with a particular Host; and, likewise, that Host may be afforded the opportunity through the Site or the App to rate his/her/its experience with you. All of your ratings should be honest, truthful and accurate. You understand and acknowledge that no such ratings are influenced or controlled by BikerBuddy, and that such ratings are the opinions of the person giving them and not BikerBuddy.
 - ii. Distributed Ratings. BikerBuddy shall have the right, but not the obligation, to use, share, display and otherwise publish all or any part of your ratings of any Host and/or all or any part of any Host's ratings of you, whether in original or modified form, in any language, for any commercial or non-commercial purposes, and in any manner, medium, or form, whether now known or hereinafter devised, as BikerBuddy may choose, and BikerBuddy may do so without attribution to you, without your approval and without any obligation to verify, edit or remove the same.
- e. No Control or Assurances. BikerBuddy does not control, and does not assure you or any other users of the Site or the App about, the qualifications, skills, abilities, authorizations, qualifications, skills, abilities, authorizations, licenses, certifications, reliability or safety

of any other Riders, any Hosts, the respective businesses, lodgings or related travel and hospitality services of any such Hosts, or otherwise.

- f. Communication Policy. Subject to the terms and conditions of this Agreement, you may send a Host a communication through the App and, unless otherwise expressly indicated to you by the Host, by email, phone or text message, provided that such communication relates to the scheduling or fulfillment of temporary lodgings or related travel or hospitality services reserved or ordered by you on or through the Site or the App; and, likewise, the Host may communicate with you through the App and, unless you otherwise expressly indicated to the Host, by email, phone or text message. It is not appropriate for you to send any other user any communication on, through or in relation to the Site or the App concerning any subjects besides the foregoing as indicated.

10. Terms Specific to Host. The following terms and conditions apply to you to the extent you are a Host.

- a. Relationships. **YOU ACKNOWLEDGE AND AGREE THAT BIKERBUDDY IS MERELY A TECHNOLOGY SERVICES PROVIDER THAT OFFERS A TECHNOLOGY PLATFORM OR MARKETPLACE FOR SUCH TECHNOLOGY BY WAY OF THE SITE OR THE APP, AND THAT BIKERBUDDY DOES NOT PROVIDE ANY PRODUCTS OR SERVICES OF THE TYPE OFFERED BY ANY OF THE HOSTS (INCLUDING, WITHOUT LIMITATION, LODGINGS, OR TRAVEL AND HOSPITALITY SERVICES). YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR RELATIONSHIP TO BIKERBUDDY AND ANY OTHER USERS OF THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, RIDERS, AND OTHER HOSTS) IS MERELY CONTRACTUAL IN NATURE; THAT BIKERBUDDY DOES NOT, AND SHALL NOT BE DEEMED TO, DIRECT OR CONTROL YOU OR ANY SUCH OTHER USERS OF THE SITE OR THE APP GENERALLY OR IN THEIR RESPECTIVE PERFORMANCE UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH THE OFFER, MARKETING, PROVISION OR PERFORMANCE OF ANY PRODUCT OR SERVICE BY ANY HOSTS, OR THE ACTS, ERRORS OR OMISSIONS OF ANY RIDERS OR HOSTS); THAT YOU SUCH OTHER USERS RETAIN THE SOLE RIGHT TO DETERMINE WHETHER, WHEN, WHERE, HOW, HOW LONG AND FOR HOW MUCH EACH OF THEM WILL OFFER, MARKET, PROVIDE AND PERFORM THEIR RESPECTIVE PRODUCTS AND SERVICES ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (WHETHER THOSE PRODUCTS OR SERVICES ARE ARRANGED THROUGH THE SITE, THROUGH THE APP OR BY OTHER MEANS AS THEY DEEM APPROPRIATE, RESPECTIVELY); THAT YOU RETAIN THE OPTION TO ACCEPT, DECLINE OR IGNORE ANY SUCH OTHER USERS' REQUEST FOR PRODUCTS OR SERVICES OFFERED BY YOU ON, THROUGH OR IN RELATION TO THE SITE; THAT YOU RETAIN THE OPTION TO CANCEL AN ACCEPTED RESERVATION OR REQUEST FOR ANY PRODUCTS OR SERVICES OFFERED, MARKETED, PROVIDED OR PERFORMED BY YOU ON, THROUGH OR IN RELATION TO THE SITE OR THE APP, SUBJECT TO BIKERBUDDY'S THEN-CURRENT CANCELLATION POLICIES; THAT BIKERBUDDY IS NOT RESPONSIBLE OR LIABLE FOR THE ACTS, ERRORS OR OMISSIONS OF YOU, ANY SUCH OTHER USERS IN RELATION TO YOU OR YOUR**

OFFERING, MARKETING, PROVISION OR PERFORMANCE OF ANY PRODUCTS OR SERVICES ON, THROUGH OR IN RELATION TO THE SITE OR THE APP; THAT YOU HAVE THE SOLE RESPONSIBILITY FOR ANY OBLIGATIONS OR LIABILITIES TO SUCH OTHER USERS OR THIRD PARTIES THAT ARISE FROM YOUR OFFERING, MARKETING, PROVISION OR PERFORMANCE OF ANY PRODUCTS OR SERVICES ON, THROUGH OR IN RELATION TO THE SITE OR THE APP; AND THAT YOU HAVE NO AUTHORITY TO BIND BIKERBUDDY TO ANY AGREEMENTS OR OBLIGATIONS, OR TO HOLD YOURSELF OUT AS AN AGENT, EMPLOYEE, PARTNER OR REPRESENTATIVE OF BIKERBUDDY. ACCORDINGLY, IN NO EVENT SHALL THIS AGREEMENT, THE PERFORMANCE OF A PARTY'S RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, THE SITE, THE APP, A PARTY'S VISIT TO, ACCESS OF, REGISTRATION WITH OR USE OF THE SITE OR THE APP, OR A PARTY'S OFFERING, MARKETING, PROVISION, PERFORMANCE, ACCEPTANCE OR USE OF ANY PRODUCT OR SERVICE ON, THROUGH OR IN RELATION TO THE SITE OR THE APP CREATE ANY TYPE OF FIDUCIARY, FRANCHISE, AGENCY, EMPLOYMENT, INDEPENDENT CONTRACTOR, PARTNERSHIP, OR JOINT VENTURE RELATIONSHIP BETWEEN BIKERBUDDY, YOU OR ANY OTHER USERS OF THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, RIDERS, AND OTHER HOSTS).

- b. Performance and Expenses. You acknowledge and agree that you are solely responsible for, and that you, and not BikerBuddy, have sole control over, the following: (i) determining the most effective, efficient and safe manner to provide and perform the temporary lodgings and related travel and hospitality services associated with each transaction on, through or in relation to the Site or the App to which you are a party; (ii) providing, at your own expense, all supplies, materials, facilities and equipment necessary for you to provide and perform the temporary lodgings and related travel and hospitality services associated with each transaction on, through or in relation to the Site or the App to which you are a party; (c) paying for all expenses incident to your provision and performance of the temporary lodgings and related travel and hospitality services associated with each transaction on, through or in relation to the Site or the App to which you are a party; and (d) operating your business(es) of providing and performing the temporary lodgings and related travel and hospitality services associated with each transaction on, through or in relation to the Site or the App to which you are a party, whether offered through the Site, the App or other means you deem appropriate, and whether in your name individually or in the name of a business.
- c. No Control or Assurances. BikerBuddy does not control, and does not assure you or any other users of the Site or the App about, the qualifications, skills, abilities, authorizations, qualifications, skills, abilities, authorizations, licenses, certifications, reliability or safety of any Riders, any other Hosts, the respective businesses, lodgings or related travel and hospitality services of you or any other Hosts, or otherwise.
- d. Facilitation. Through your User Account, you will setup and maintain a unique profile for other users to review through the Site or the App, as well as designate and maintain current, complete and accurate information about the temporary lodgings and related travel and hospitality services that you offer to Riders (e.g., type of lodgings and services,

amenities, rates, vacancies). Regardless of whether you are logged into your User Account, Riders may have the opportunity to reserve temporary lodgings with you or order services from you in accordance with the information provided through your User Account. If a Rider reserves temporary lodgings with or orders other services from you through the Site or the App when such lodgings or services are in fact unavailable, then said Rider might be entitled to a full or partial refund of the applicable Service Fee, and you might be charged the applicable payment processing fee and/or Commission by BikerBuddy and/or BikerBuddy's third-party payment processing vendor.

- e. Communication Policy. Subject to the terms and conditions of this Agreement, you may send a Rider a communication through the App and, unless otherwise expressly indicated to you by the Rider, by email, phone or text message, provided that such communication relates to the scheduling or fulfillment of temporary lodgings or related travel or hospitality services reserved or ordered by the Rider on or through the Site or the App; and, likewise, the Rider may communicate with you through the App and, unless you otherwise expressly indicated to the Rider, by email, phone or text message. It is not appropriate for you to send any other user any communication on, through or in relation to the Site or the App concerning any subjects besides the foregoing as indicated.
- f. Insurance. You are encouraged, at your own expense, and as it befits any owner or operator of a business, to secure and maintain commercially reasonable liability insurance which covers against claims of personal injury and property damage arising from your provision or performance of temporary lodgings or related travel or hospitality services. If you have any questions or concerns about the scope or applicability of your insurance options or insurance coverage, then it is your responsibility, not that of BikerBuddy, to resolve them with your insurer(s). BikerBuddy is not responsible for securing or paying for any insurance relating to you or your provision or performance of any temporary lodgings or related travel or hospitality services.
- g. Service Fee. Subject to the terms and conditions of this Agreement, for each transaction between you and a Rider that takes place on or through the Site or the App, you shall be entitled to receive on a per transaction basis an amount calculated as being equal to the Service Fee for that transaction, less any applicable refunds and credit-backs; and BikerBuddy shall be entitled to receive the Commission for that transaction. The foregoing amounts shall be calculated and paid by BikerBuddy's third-party payment processing vendor from the Service Fee. For the avoidance of doubt, BikerBuddy is responsible for the payment of any payment processing fees owed to said third-party payment processing vendor; and Host is responsible for the calculation and payment of any applicable taxes, duties and other expenses related to Host provision and performance of any products and services which Host offers, markets, provides or performs on, through or in relation to the Site or the App.
- h. Ratings.
 - i. Rating Process. From time to time, you may be afforded an opportunity through the Site or the App to rate your experience with a particular Rider; and, likewise, that Rider may be afforded the opportunity through the Site or the App to rate his/her/their

experience with you or about your business(es). All of your ratings should be honest, truthful and accurate. You understand and acknowledge that no such ratings are influenced or controlled by BikerBuddy, and that such ratings are the opinions of the person giving them and not BikerBuddy.

- ii. Distributed Ratings. BikerBuddy shall have the right, but not the obligation, to use, share, display and otherwise publish all or any part of your ratings of any Rider and/or all or any part of any Rider's ratings of you or your business(es), whether in original or modified form, in any language, for any commercial or non-commercial purposes, and in any manner, medium, or form, whether now known or hereinafter devised, as BikerBuddy may choose, and BikerBuddy may do so without attribution to you, without your approval and without any obligation to verify, edit or remove the same.

11. Taxes. Each Party shall be solely responsible for the payment of all taxes on the general operation of its business (including, without limitation and by way of example only, domestic, foreign, international, federal, state and local income taxes, franchise taxes, and FICA). Further, each Host is responsible for calculating the amount of, and determining its obligation to report, collect and pay, or to cause those Riders it conducts business with to pay, all applicable sales taxes, occupancy taxes and other taxes and duties which may apply. Nothing contained herein shall be construed as requiring a Party to compensate the other Party for any adverse tax effect associated with any payments or withholdings.

12. Electronic Communications – BikerBuddy.

- a. Express Consent. YOU HEREBY EXPRESSLY CONSENT TO BIKERBUDDY AND ITS AFFILIATED COMPANIES SENDING OR OTHERWISE COMMUNICATING WITH YOU FOR ANY PURPOSE (INCLUDING, WITHOUT LIMITATION, FOR ADVERTISING, TELEMARKETING, OR OTHER MARKETING OR PROMOTIONAL PURPOSES, OR FOR SENDING OR NOTIFYING YOU ABOUT SPECIAL OFFERS, UPDATES, NEWSLETTERS OR OTHER INFORMATIONAL PURPOSES) VIA ANY ELECTRONIC MEANS OR FORMS AS BIKERBUDDY DEEMS APPROPRIATE IN ITS SOLE DISCRETION, WHETHER THROUGH THE SITE, THROUGH THE APP, THROUGH YOUR USER ACCOUNT, BY PERSONAL COMMUNICATION, BY EMAIL, BY AUTOMATIC TELEPHONE DIALING SYSTEM, BY ARTIFICIAL OR PRERECORDED VOICE, BY ONLINE SOCIAL MEDIA, BY TEXT MESSAGE (E.G., SHORT MESSAGE SERVICE A/K/A SMS, AND MULTIMEDIA MESSAGING SERVICE A/K/A MMS) OR BY OTHER ELECTRONIC MEDIA MEANS OR FORMS. BY GIVING SUCH CONSENT, YOU AGREE THAT NO SUCH COMMUNICATION SHALL VIOLATE THE TELEPHONE CONSUMER PROTECTION ACT, THE CAN-SPAM ACT OR ANY OTHER APPLICABLE LAWS, RULES OR REGULATIONS. VOICE, MESSAGE, AND DATA FEES, RATES, CHARGES AND/OR TAXES MAY APPLY TO YOU, AND YOU ARE RESPONSIBLE FOR PAYMENT OF THE SAME. YOU ARE NOT REQUIRED TO GRANT THE FOREGOING CONSENT AS A CONDITION FOR PURCHASE OR LICENSE OF ANY BIKERBUDDY PRODUCTS OR SERVICES.
- b. Email Opt-Out. You may opt-out of receiving any emails as described in section 12(a) above any time by following the opt-out instructions in any such emails you have received and would like to opt-out of. You acknowledge that opting out of receiving any such communications may impact your receipt, the success, and/or the performance of all

or any part of the Site, the App, your User Account, BikerBuddy's products or services (including, without limitation, the Services), the Hosts' products or services and/or your ability to receive certain messages and/or notifications from BikerBuddy, the Riders or the Hosts.

- c. Text Message Opt-Out. You may opt-out of receiving any text messages (e.g., short message service a/k/a SMS, and multimedia messaging service a/k/a MMS) as described in section 12(a) above at any time by following the opt-out instructions in any such text messages you have received and would like to opt-out of. You acknowledge that opting out of receiving any such communications may impact your receipt, the success, and/or the performance of all or any part of the Site, the App, your User Account, BikerBuddy's products or services (including, without limitation, the Services), the Hosts' products or services and/or your ability to receive certain messages and/or notifications from BikerBuddy, the Riders or the Hosts.
- d. Other Opt-Outs. You may opt-out of receiving certain communications by providing BikerBuddy with an email to opt-out@bikerbuddy.co, with a subject line of "Opt-Out of Communications," a list in the body of the email that identifies the specific type of communication(s) that is the subject of your opt-out request (e.g., communications by automatic telephone dialing system), and a list in the body of the email that identifies the telephone number(s) or email address(es) (as applicable depending on the specific type of communication(s) that is the subject of your opt-out request) belonging to you which are the subject of your opt-out request. For certain telephone communications (e.g., communications by automatic dialing system), you may opt-out by using any other reasonable method delivered to the appropriate BikerBuddy department. You acknowledge that opting out of receiving any such communications may impact your receipt, the success, and/or the performance of all or any part of the Site, the App, your User Account, BikerBuddy's products or services (including, without limitation, the Services), the Hosts' products or services and/or your ability to receive certain messages and/or notifications from BikerBuddy, the Riders or the Hosts.

13. Electronic Communications – Users.

- a. Express Consent. YOU HEREBY EXPRESSLY CONSENT TO RIDERS (IF YOU ARE A HOST) AND HOSTS (IF YOU ARE A RIDER) SENDING OR OTHERWISE COMMUNICATING WITH YOU THROUGH THE SITE, THROUGH THE APP, THROUGH YOUR USER ACCOUNT, BY PERSONAL COMMUNICATION, BY TELEPHONE, BY EMAIL OR BY TEXT MESSAGE (E.G., SHORT MESSAGE SERVICE A/K/A SMS, AND MULTIMEDIA MESSAGING SERVICE A/K/A MMS) IN RELATION TO THE SCHEDULING OR FULFILLMENT OF TEMPORARY LODGINGS OR RELATED TRAVEL OR HOSPITALITY SERVICES RESERVED OR ORDERED BY OR WITH YOU ON OR THROUGH THE SITE OR THE APP. BY GIVING SUCH CONSENT, YOU AGREE THAT NO SUCH COMMUNICATION SHALL VIOLATE THE TELEPHONE CONSUMER PROTECTION ACT, THE CAN-SPAM ACT OR ANY OTHER APPLICABLE LAWS, RULES, OR REGULATIONS. VOICE, MESSAGE, AND DATA FEES, RATES, CHARGES AND/OR TAXES MAY APPLY TO YOU, AND YOU ARE RESPONSIBLE FOR PAYMENT OF THE SAME. YOU ARE NOT REQUIRED TO GRANT THE FOREGOING CONSENT AS A CONDITION FOR PURCHASE OR LICENSE OF ANY PRODUCTS OR SERVICES OF BIKERBUDDY, SUCH RIDERS OR SUCH HOSTS.

- b. Opt-Outs. In relation to the express consent to sending communications as described in section 13(a) above, and to the extent applicable, you are responsible for fully complying with the Telephone Consumer Protection Act, the CAN-SPAM Act and all other applicable laws, rules, or regulations; for providing and facilitating all applicable opt-out notices and mechanisms; and for honoring all applicable opt-out requests. You acknowledge that opting out of receiving any communications as described in section 13(a) above may impact your receipt, the success, and/or the performance of all or any part of the Hosts' products or services and/or your ability to receive certain messages and/or notifications from the Riders or the Hosts.
 - c. Indemnification. YOU HEREBY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS BIKERBUDDY AND BIKERBUDDY'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, TRANSFEREES, TRUSTEES, INSURERS, CONTRACTORS, VENDORS AND LICENSEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, ACTIONS, JUDGMENTS, LOSSES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING COSTS AND REASONABLE OUTSIDE ATTORNEYS' FEES) INCURRED BY SUCH INDEMNITEES, OR ASSERTED AGAINST SUCH INDEMNITEES BY THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH (I) YOUR COMMUNICATIONS WITH ANY OTHER USERS OF THE SITE OR THE APP, AND/OR (II) YOUR FAILURE TO COMPLY WITH THE TELEPHONE CONSUMER PROTECTION ACT, THE CAN-SPAM ACT AND ALL OTHER APPLICABLE LAWS, RULES OR REGULATIONS.
 - d. Disclaimer About Communications. **BIKERBUDDY IS MERELY A TECHNOLOGY SERVICES PROVIDER THAT OFFERS A TECHNOLOGY PLATFORM OR MARKETPLACE FOR SUCH TECHNOLOGY BY WAY OF THE SITE OR THE APP, SUCH THAT BIKERBUDDY DOES NOT INITIATE OR CONTROL ANY COMMUNICATIONS MADE FROM ONE USER OF THE SITE OR THE APP TO ANOTHER. ACCORDINGLY, BIKERBUDDY EXPRESSLY DISCLAIMS AND IS NOT RESPONSIBLE FOR THE COMMUNICATIONS OF ANY USER OF THE SITE OR THE APP, INCLUDING, WITHOUT LIMITATION, THE CONTENTS OF THOSE COMMUNICATIONS, THE MEANS OR MEDIUMS BY WHICH THOSE COMMUNICATIONS ARE MADE, OR THE COMPLIANCE OF THOSE COMMUNICATIONS WITH THE TELEPHONE CONSUMER PROTECTION ACT, THE CAN-SPAM ACT OR ANY OTHER APPLICABLE LAWS, RULES OR REGULATIONS.**
14. Prohibited Activities. You shall not engage in any of the following activities at any time on, through or in relation to the Site, the App or the Services: (a) the impersonation of any person or entity; (b) any act that infringes or otherwise violates the intellectual property, privacy or publicity rights of any person or entity (including, without limitation, the copyrights, trademarks, patents and trade secrets held by BikerBuddy or its licensors with respect to the Site or the App); (c) the reproduction of the Site or the App or any information or content found thereon or therein, in whole or in part, or the creation of any derivatives works of the foregoing (unless expressly authorized by BikerBuddy herein); (d) the publication of any content that is objectionable or illegal (including, without limitation, content that is indecent, obscene, infringing, an invasion of privacy, defamatory, disparaging, false, deceptive, misleading, untruthful, fraudulent, threatening or abusive); (e) the

publication of a person's or entity's personal information or private facts without his/her/its prior written consent; (f) the publication of any machine, computer or randomly generated content; (g) supplying or publishing any information or statements to or through the Site or the App that is false, misleading, deceptive or incorrect; (h) any act intended or designed to drive traffic to or boost the search rankings of third-party websites, networks, platforms, servers or applications; (i) the systematic retrieval or copying of any information or content found on or through the Site, the App or their servers to directly or indirectly create or compile, in whole or in part, a collection, compilation, database or directory; (j) the use of any software, program, process, device, application or routine (including, by way of example only, robots, scrapers, spiders, viruses, spyware and malware) to monitor, copy, disrupt, damage, injure, interfere with or impermissibly access, in whole or in part, the Site, the App or their servers; (k) any act that involves or concerns decrypting, security bypassing or circumventing, hacking, data mining, data scraping, data harvesting, reverse engineering, decompiling, disassembling, attempting to derive source code, modifying, copying or the like in relation to the Site, the App or their servers; (l) any act that overloads, unreasonably disrupts, or unreasonably interferes with the infrastructure of the Site, the App or their servers; (m) any act that gains or attempt to gain unauthorized access to computer systems, networks, information or materials through the Site, the App or their servers; or (n) any other act that BikerBuddy becomes aware of and believes in good faith is improper, illegal or harmful to the Site, the App, their servers or any person, entity or property.

15. Links to Other Sites, Apps, Networks, Platforms, and Servers.

- a. Linked Technologies. The Site, the App, the Services and/or any communications sent through or as a function thereof may contain links to third-party websites, networks, platforms, servers and/or applications, and, similarly, third-party websites, networks, platforms, servers and/or applications may contain links to the Site, the App and/or the Services (collectively, "***Linked Technologies***"). The Linked Technologies include, without limitation, Google Maps API(s) which has its own respective terms of service available at <https://developers.google.com/maps/terms> (last visited October 5, 2017), and which you agree to be bound by if you use such Google Maps API(s) on or through the App. The Linked Technologies are not under the control of BikerBuddy. The Site, the App, the Services and any such communications contain the outgoing links as a convenience to you.
- b. Disclaimer About Linked Technologies. BIKERBUDDY IS NOT RESPONSIBLE FOR ANY INFORMATION, CONTENT, GOODS, SERVICES, PROMOTIONS, ADVERTISEMENTS, PROGRAMS, CODES OR OTHER ITEMS WHICH MAY BE FOUND ON OR EXCLUDED FROM THE LINKED TECHNOLOGIES (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, MALICIOUS SOFTWARE, SPYWARE PROGRAMS, INACCURATE INFORMATION AND ILLEGAL CONTENT). BIKERBUDDY DOES NOT MAKE, NOR HAS BIKERBUDDY MADE, ANY REPRESENTATIONS OR WARRANTIES (EXPRESS, IMPLIED OR OTHERWISE) CONCERNING THE TERMS OF USE OR SERVICE, PRIVACY POLICIES, AGREEMENTS, INFORMATION, CONTENT, GOODS, SERVICES, PROMOTIONS, ADVERTISEMENTS, PROGRAMS, CODES OR OTHER ITEMS WHICH MAY BE FOUND ON OR EXCLUDED FROM THE LINKED TECHNOLOGIES; NOR SHALL THE FACT THAT THE SITE OR THE APP MAY LINK TO OR FROM ANY LINKED TECHNOLOGIES CONSTITUTE AN AFFILIATION WITH, ASSOCIATION WITH OR ENDORSEMENT OF SUCH LINKED

TECHNOLOGIES OR ANY INFORMATION, CONTENT, GOODS, SERVICES, PROMOTIONS, ADVERTISEMENTS, PROGRAMS, CODES OR OTHER ITEMS WHICH MAY BE FOUND ON OR EXCLUDED FROM SUCH LINKED TECHNOLOGIES. IF YOU DECIDE TO ACCESS ANY LINKED TECHNOLOGIES, THEN YOU DO SO AT YOUR OWN RISK.

16. Take Down. BikerBuddy reserves the right, but not the obligation, to take down or otherwise exclude from the Site and the App, without notice or recourse, any communications, names, photographs, information and/or content made or submitted by you or others on or through the Site or the App which BikerBuddy believes at any time and in its sole discretion to be infringing or otherwise in violation of the proprietary, privacy or publicity rights of any person or entity; plagiarizing; defamatory; disparaging; embarrassing towards any person or entity; disclosing of confidential, private or personal information about or belonging to any person or entity; profane; indecent; obscene; racist, sexist, or otherwise derogatory in terms of race, nationality, religion, gender, gender identification, sexual orientation or otherwise; threatening; abusive; illegal; false; misleading; deceptive; inciting violence; hate speech; and/or a political attack on a group or individual.
17. Copyright Infringement. BikerBuddy respects the copyrights of others and prohibits users from uploading, posting, distributing, or otherwise transmitting any materials on or through the Site or the App, or from engaging in any activities on or through the Site or the App, which violate the copyrights of others. It is the policy of BikerBuddy to terminate, and BikerBuddy reserves the right to terminate without penalty or recourse, in appropriate circumstances the right of any subscriber and account holder (which may include, without limitation, you) to access, register with and use the Site and the App who is a repeat copyright infringer. And if BikerBuddy becomes aware that a user who is not a subscriber or account holder (which may also include, without limitation, you) is a repeat copyright infringer, then it is the policy of BikerBuddy to take reasonable steps within its power to terminate, and BikerBuddy reserves the right to terminate without penalty or recourse, in appropriate circumstances the right of that user to access and use the Site and the App. The following procedures shall apply in the event that you or another person or entity alleges that the reproduction, public performance, public display, digital transmission or other use of a work found on the Site or the App infringes your copyright, the copyright of said person or entity or any other intellectual property right owned by you or said person or entity. These procedures are intended to comply with 17 U.S.C. § 512 and any other applicable laws. By visiting, accessing, registering with or using the Site, the App, or the Services, you are automatically agreeing to comply with the following procedures.
 - a. Takedown Notice (Materials). To report any materials on the Site or App that violate the copyrights of others, you must send BikerBuddy a written communication that includes substantially the following:
 - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

- iii. Identification of the material that is claimed to be infringing 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 the service provider to locate the material;
 - iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
 - v. A statement that the complaining party has 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
 - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b. Takedown Notice (Information Location Tools). To report any information location tools (e.g., hyperlinks) on the Site or the App that refer or link users to an online location containing infringing material or infringing activity, you must send BikerBuddy a written communication that includes substantially the following:
- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - iii. Identification of the reference or link, to material or activity claimed to be infringing, that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate that reference or link;
 - iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
 - v. A statement that the complaining party has 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
 - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- c. Counter-Notice. If you believe that any material you have uploaded, posted, distributed, or otherwise transmitted on the Site or the App has been removed by mistake or misidentification, and if you have the right to upload, post, distribute or otherwise

transmit the material at issue, then you may send BikerBuddy a written communication that includes substantially the following:

- i. A physical or electronic signature of the subscriber;
 - ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
 - iii. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
 - iv. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under 17 U.S.C. § 512(c)(1)(C) or an agent of such person.
- d. Copyright Administrator. The foregoing written communications (i.e., the above-described takedown notice, and the above-described counter-notice) must be sent to the following designated agent of BikerBuddy:

BikerBuddy Lodging, LLC, Attn.: Copyright Agent, 2413 Dormarion Lane, Austin, Texas 78703, tel.: (800) 975-9816, email: copyrights@bikerbuddy.co

18. User Representations, Warranties and Covenants. You represent, warrant and covenant to BikerBuddy that: (a) you are a natural person and of eighteen (18) years of age or older, or otherwise the age of majority in your jurisdiction; (b) you have read and understand this Agreement in its entirety; (c) you have the full right and authority to enter into and abide by the terms and conditions of this Agreement; (d) you understand and acknowledge that by accepting this Agreement you are giving up certain legal rights and remedies; (e) you voluntarily accept and agree to, and will fully comply with, the terms and conditions of this Agreement; (f) you will not violate any applicable international, federal, state or local laws which may concern the Site, the App, their servers, the Services or any information, communications or content found on or through them; (g) you are the exclusive owner of all rights, titles and interests in and to the User Materials (including, without limitation, all copyrights, trademarks, patents, trade secrets, rights of publicity and rights of privacy) and/or, if applicable, have secured all necessary rights and permissions from all subjects depicted in, and all persons and entities who contributed to, the User Materials to allow for your performance and grant of rights hereunder; (h) the User Materials are wholly original to you; (i) the User Materials do not and will not infringe upon or otherwise violate the proprietary, publicity or privacy rights of any person or entity (including, without limitation, any copyrights, trademarks, patents or trade secrets); (j) the User Materials do not and will not defame, disparage, embarrass or disclose confidential, private or personal information about or belonging to any person or entity; (k) nothing contained in the User Materials is or

will be, or contains or will contain, links to material that is, profane, indecent, obscene, threatening, abusive, illegal, false, misleading or any form of spam, malware, virus, bug, bot, spyware or other malicious or tracking technology; (l) BikerBuddy is not required to seek the permission of or compensate any third party(s) to exercise any of the rights granted by you under this Agreement; (m) no obligation, disability, agreement or adverse claim exists that may restrict your performance or grant of rights hereunder; (n) all information you provide to BikerBuddy in connection with your access or use of the Site, the App and the Services is truthful and accurate; and (o) you are not listed on any United States government list of prohibited or restricted parties.

19. Additional Host-Specific Representations, Warranties and Covenants. If you are a Host, then you further represent, warrant, and covenant to BikerBuddy that: (a) you will comply with and will not violate any applicable international, federal, state, or local laws in connection with your offer, marketing, provision and performance of all products and services offered, marketed, provided or performed by you on, through or in relation to the Site or the App (including, without limitation, your temporary lodgings and related travel and hospitality services), including, without limitation and by way of example only, all property and land use laws, all health and safety laws, all hotel and other temporary lodging laws, all food service and hospitality laws, all drug and alcohol laws, all commercial zoning laws, and all advertising laws, or performance of the Fitness Services; (b) you are the exclusive owner of all rights, titles and interests in and to the temporary lodgings and other products and services that you offer, market, provide and perform to other users of the Site or the App (including, without limitation, Riders), and that your offer, marketing, provision and performance of the same does not and will not violate or contradict any agreements, deed restrictions, restrictive covenants, equitable servitudes, liens or any other rights, titles, interests, duties, obligations, restrictions or encumbrances of, concerning, touching upon or running with those temporary lodgings and other products and services; (c) you have all necessary licenses, certifications, consents and permissions to offer, market, provide and perform all products and services offered, marketed, provided or performed by you on, through or in relation to the Site or the App (including, without limitation, your temporary lodgings and related travel and hospitality services); (d) neither Biker Buddy nor any Rider is required to seek the permission of or compensate any third party in relation to any of the products and services offered, marketed, provided or performed by you (including, without limitation, your temporary lodgings and related travel and hospitality services); (e) all information that you provide to BikerBuddy and any other users of the Site or the App (including, without limitation, Riders, and other Hosts) on, through or in relation to the Site, the App or any of the products and services offered, marketed, provided or performed by you on, through or in relation to the Site or the App (including, without limitation, your temporary lodgings and related travel and hospitality services) is complete, accurate and truthful; and (f) all of the products and services offered, marketed, provided or performed by you on, through or in relation to the Site or the App (including, without limitation, your temporary lodgings and related travel and hospitality services) are safe, secure and of marketable quality.

20. Disclaimers and Limitations.

a. General Disclaimer. YOUR VISIT, ACCESS, REGISTRATION WITH OR USE OF THE SITE, THE APP AND/OR ANY PRODUCTS OR SERVICES MADE AVAILABLE TO YOU ON, THROUGH OR IN

RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES, AND ALL TEMPORARY LODGINGS AND RELATED TRAVEL AND HOSPITALITY SERVICES OFFERED, MARKETED, PROVIDED AND PERFORMED BY THE HOSTS) IN ANY WAY IS DONE AT YOUR OWN RISK. THE SITE, THE APP, ALL INFORMATION, COMMUNICATIONS, CONTENT, FEATURES, PRODUCTS AND SERVICES OFFERED, MARKETED, SOLD, LICENSED OR MADE AVAILABLE ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES, AND ALL TEMPORARY LODGINGS AND RELATED TRAVEL AND HOSPITALITY SERVICES OFFERED, MARKETED, PROVIDED AND PERFORMED BY THE HOSTS) AND THE SUCCESS, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY, SAFETY OR PERFORMANCE OF THE SITE, THE APP AND SUCH INFORMATION, COMMUNICATIONS, CONTENT, FEATURES, PRODUCTS AND SERVICES ARE PROVIDED TO YOU ON AN “AS IS,” “WHERE IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. BIKERBUDDY DOES NOT MAKE, NOR HAS BIKERBUDDY MADE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE (WHETHER DIRECT OR INDIRECT, ORAL OR WRITTEN OR EXPRESS OR IMPLIED) TO YOU WITH RESPECT TO THE SITE, THE APP, ANY SUCH INFORMATION, COMMUNICATIONS, CONTENT, FEATURES, PRODUCTS OR SERVICES OR THEIR SUCCESS, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY, SAFETY OR PERFORMANCE. BIKERBUDDY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD FAITH AND FAIR DEALING, TITLE, NON-INFRINGEMENT, QUALITY, SAFETY, COMPLETENESS, ACCURACY, RELIABILITY AND PERFORMANCE) AND WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM AND USAGE IN TRADE WITH RESPECT TO THE SITE, THE APP, ANY SUCH INFORMATION, COMMUNICATIONS, CONTENT, FEATURES, PRODUCTS AND SERVICES AND THEIR SUCCESS, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY, SAFETY OR PERFORMANCE. BIKERBUDDY DOES NOT MAKE, NOR HAS BIKERBUDDY MADE, ANY AFFIRMATION OF FACT, PROMISE OR WARRANTY (EXPRESS, IMPLIED OR OTHERWISE) RELATING TO THE SITE, THE APP, ANY SUCH INFORMATION, COMMUNICATIONS, CONTENT, FEATURES, PRODUCTS OR SERVICES OR THEIR SUCCESS, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY, SAFETY OR PERFORMANCE THAT EXTENDS BEYOND THE FACE OF THIS AGREEMENT OR THAT HAS BECOME ANY BASIS OF ANY BARGAIN.

- b. Disclaimer About Products and Services. ALL DESCRIPTIONS, IMAGES, REFERENCES, FEATURES, CONTENT, SPECIFICATIONS, PRODUCTS AND PRICES OF ANY PRODUCTS OR SERVICES OFFERED ON OR THROUGH THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES, AND THOSE PRODUCTS AND SERVICES OFFERED, MARKETED, PROVIDED AND PERFORMED BY ANY HOSTS) ARE SUBJECT TO CHANGE AT ANY TIME AND WITHOUT NOTICE TO YOU. CERTAIN DESCRIPTIONS ARE APPROXIMATE AND ARE PROVIDED FOR CONVENIENCE PURPOSES ONLY. THE INCLUSION OF ANY SUCH PRODUCTS OR SERVICES ON, THROUGH OR IN RELATION TO THE SITE OR THE APP DOES NOT IMPLY OR WARRANT THAT THEY ARE OR WILL BE AVAILABLE. IT IS YOUR RESPONSIBILITY TO ASCERTAIN AND OBEY ALL APPLICABLE LOCAL, STATE, FEDERAL AND INTERNATIONAL LAWS (INCLUDING MINIMUM AGE REQUIREMENTS) IN REGARD TO THE RECEIPT, POSSESSION, USE AND SALE OF ANY SUCH PRODUCT OR SERVICE ORDERED OR PURCHASED ON OR THROUGH THE SITE OR THE APP. BIKERBUDDY RESERVES THE

RIGHT, WITH OR WITHOUT PRIOR NOTICE TO YOU, TO DO ANY ONE OR MORE OF THE FOLLOWING: (I) LIMIT THE AVAILABLE QUANTITY OF OR DISCONTINUE ANY SUCH PRODUCT OR SERVICE; (II) IMPOSE CONDITIONS ON THE HONORING OF ANY COUPON, COUPON CODE, PROMOTIONAL CODE OR OTHER SIMILAR PROMOTION; (III) BAR YOU FROM MAKING OR COMPLETING ANY TRANSACTIONS ON OR THROUGH THE SITE OR THE APP; AND (IV) REFUSE TO PROVIDE YOU WITH ANY SUCH PRODUCT OR SERVICE.

- c. Disclaimer About Other Users and Their Products and Services. YOUR DEALINGS AND INTERACTIONS WITH ANY OTHER USERS OF THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, RIDERS, AND HOSTS), AND YOUR USE OF ANY PRODUCTS OR SERVICES OFFERED, MARKETED, PROVIDED OR PERFORMED BY ANY SUCH OTHER USERS (INCLUDING, WITHOUT LIMITATION, TEMPORARY LODGINGS, AND RELATED TRAVEL AND HOSPITALITY SERVICES), IN ANY WAY IS DONE AT YOUR OWN RISK; AND BIKERBUDDY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING FROM OR IN CONNECTION WITH, AND SHALL NOT BE RESPONSIBLE FOR, ANY ACTS, ERRORS OR OMISSIONS OF ANY SUCH OTHER USERS OR THE SUCCESS, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY, SAFETY OR PERFORMANCE OF ANY SUCH PRODUCTS OR SERVICES. BIKERBUDDY DOES NOT CONTROL, HAS NOT INVESTIGATED, AND DOES NOT MAKE ANY ASSURANCES TO YOU OR ANY OTHER PERSON OR ENTITY ABOUT THE QUALIFICATIONS, SKILLS, ABILITIES, AUTHORIZATIONS, LICENSES, CERTIFICATIONS, SUCCESS, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY, SAFETY OR PERFORMANCE OF ANY SUCH OTHER USERS OR THEIR RESPECTIVE PRODUCTS OR SERVICES (WHETHER OFFERED OR MARKETED ON, THROUGH OR IN RELATION TO THE SITE OR THE APP OR BY OTHER MEANS). ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT BIKERBUDDY HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY INFORMATION, COMMUNICATIONS, CONTENT, FEATURES, PRODUCTS, OR SERVICES MADE, OFFERED, MARKETED, SOLD, LICENSED, PROVIDED OR PERFORMED TO YOU BY, OR ANY INTERACTIONS YOU MAY HAVE WITH, ANY SUCH OTHER USERS, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT; THAT CERTAIN OF THOSE OTHER USERS MAY NOT BE QUALIFIED, SKILLED, ABLED, AUTHORIZED, LICENSED, CERTIFIED, RELIABLE OR SAFE INDIVIDUALS OR BUSINESSES; THAT CERTAIN OF THOSE PRODUCTS OR SERVICES MAY NOT BE SUCCESSFUL, FUNCTIONAL, QUALITY, COMPLETE, ACCURATE, RELIABLE, MARKETABLE OR SAFE; AND THAT, DESPITE SUCH KNOWLEDGE, YOU ARE WILLING TO VOLUNTARILY INTERACT WITH SUCH OTHER USERS, AS APPLICABLE, AND TO VOLUNTARILY OFFER, MARKET, PROVIDE, PERFORM, ACCEPT AND USE THOSE PRODUCTS AND SERVICES, AS APPLICABLE. THERE ARE NO WARRANTIES (EXPRESS, IMPLIED OR OTHERWISE) CONCERNING ANY SUCH OTHER USERS OR THEIR RESPECTIVE PRODUCTS OR SERVICES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.
- d. Disclaimer About System Delays. **YOU UNDERSTAND AND ACKNOWLEDGE THAT THE SITE, THE APP AND THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THIRD-PARTY COMMUNICATION NETWORKS AND FACILITIES THAT ARE OUTSIDE OF BIKERBUDDY'S CONTROL. ACCORDINGLY, BIKERBUDDY SHALL NOT BE RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS, ANY DELAYS, FAILURES, LOSSES, INJURIES, LIABILITIES OR DAMAGES ASSOCIATED WITH THE SITE, THE APP OR THE SERVICES WHICH RESULT FROM ANY SYSTEM DELAYS,**

DOWNTIMES, INTERRUPTIONS OR OTHER FAILURES OF OR PROBLEMS WITH THE SITE, THE APP OR THE SERVICES WHICH ARE OUTSIDE OF BIKERBUDDY'S CONTROL (INCLUDING, WITHOUT LIMITATION, SCHEDULED MAINTENANCE OR NETWORK FAILURE).

- e. Disclaimer About Certain Information, Communications and Content. ANY OPINIONS, ADVICE, REVIEWS, STATEMENTS, OFFERS OR OTHER INFORMATION, COMMUNICATIONS OR CONTENT FOUND ON, THROUGH OR IN RELATION TO BIKERBUDDY, THE SITE, THE APP, THE SERVICES, ANY USERS OF THE SITE OR THE APP, ANY PRODUCTS OR SERVICES OFFERED, MARKETED, PROVIDED OR PERFORMED BY SUCH USERS OF THE SITE OR THE APP OR ANY OTHER PERSON, ENTITY, PRODUCT OR SERVICE (INCLUDING, WITHOUT LIMITATION, ADVERTISEMENTS, RATINGS, FORUMS AND SOCIAL MEDIA PAGES) ARE THOSE OF THEIR RESPECTIVE AUTHORS, AND NOT NECESSARILY THOSE OF BIKERBUDDY; THUS, THEY SHOULD NOT NECESSARILY BE RELIED UPON. SUCH AUTHORS ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF SUCH INFORMATION, COMMUNICATIONS OR CONTENT. BIKERBUDDY DOES NOT GUARANTEE, ADOPT OR ENDORSE THE ACCURACY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY SUCH INFORMATION, COMMUNICATIONS OR CONTENT, EVEN IF BIKERBUDDY IS THE AUTHOR. BIKERBUDDY IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY SUCH INFORMATION, COMMUNICATIONS OR CONTENT. UNDER NO CIRCUMSTANCES SHALL BIKERBUDDY BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM OR IN CONNECTION WITH YOUR RELIANCE ON ANY SUCH INFORMATION, COMMUNICATIONS OR CONTENT.
- f. Limitation of Liability. **IN NO EVENT SHALL BIKERBUDDY OR ANY OF BIKERBUDDY'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS OR LICENSEES BE HELD LIABLE TO (OR BE OBLIGATED TO INDEMNIFY) YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LEGAL COSTS, ATTORNEY FEES, LOST PROFITS, REPLACEMENT COSTS OR REPAIR COSTS) CAUSED BY OR ARISING FROM OR IN CONNECTION WITH: (I) YOUR VISIT, ACCESS, REGISTRATION WITH OR USE OF THE SITE, THE APP OR THE SERVICES, OR YOUR INABILITY TO VISIT, ACCESS OR USE THE SITE, THE APP OR THE SERVICES; (II) ANY PRODUCTS OR SERVICES MADE AVAILABLE ON OR THROUGH THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES, AND THOSE PRODUCTS AND SERVICES OFFERED, MARKETED, PROVIDED OR PROMISED BY ANY HOSTS); (III) ANY STATEMENTS, CONTENT OR CONDUCT OF ANY THIRD PARTY ON, THROUGH OR IN RELATION TO THE SITE, THE APP OR ANY SUCH PRODUCTS OR SERVICES; (IV) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR PERSONAL; (V) ANY HACKING, DENIAL OF SERVICE ATTACKS, DATA SECURITY BREACHES OR OTHER THIRD-PARTY CONDUCT THAT MAY LEAD TO A COMPROMISE OF YOUR PERSONAL INFORMATION OR DAMAGE TO YOUR DEVICE(S), SOFTWARE, OPERATING SYSTEM(S), FILE(S), CARRIER(S), NETWORK(S) OR USER ACCOUNT; (VI) ANY TRANSMISSION, DOWNLOAD OR INFECTION OF ANY**

SOFTWARE, SYSTEM, PROGRAM, FILE, PROCESS, DEVICE, APPLICATION OR ROUTINE (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, ROBOTS, SCRAPERS, SPIDERS, VIRUSES, SPYWARE AND MALWARE) THAT MAY LEAD TO A COMPROMISE OF YOUR PERSONAL INFORMATION OR DAMAGE TO YOUR DEVICE(S), SOFTWARE, OPERATING SYSTEM(S), FILE(S), CARRIER(S), NETWORK(S) OR USER ACCOUNT; (VII) THE FACT THAT YOU HAVE RELIED ON ANY INFORMATION, CONTENT OR COMMUNICATIONS PUBLISHED ON, THROUGH OR IN RELATION TO THE SITE, THE APP OR ANY SUCH PRODUCTS OR SERVICES; OR (VIII) ANY ACTS, ERRORS OR OMISSIONS OF ANY THIRD-PARTY PROVIDERS. IF YOU ARE DISSATISFIED WITH THE SITE, THE APP OR ANY PRODUCTS OR SERVICES OFFERED, SOLD, LICENSED OR MADE AVAILABLE ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES), THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR ACCESS AND USE OF THE SITE, THE APP AND SUCH PRODUCTS AND SERVICES.

- g. No Injunctive Relief. IF BIKERBUDDY BREACHES OR OTHERWISE VIOLATES THIS AGREEMENT, THEN YOU SHALL NOT BE ENTITLED TO SEEK OR OBTAIN, AND YOU DO HEREBY WAIVE, ANY TYPE OF INJUNCTIVE RELIEF AGAINST THE SITE, THE APP AND/OR ANY PRODUCTS OR SERVICES MADE AVAILABLE ON OR THROUGH THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES) AS A RESULT OF SUCH BREACH OR OTHER VIOLATION. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING LIMITATION ON INJUNCTIVE RELIEF DOES NOT LIMIT YOUR ABILITY TO SEEK OR RECOVER ANY MONETARY REMEDIES AUTHORIZED BY LAW IN THE EVENT OF ANY SUCH BREACH OR OTHER VIOLATION (EXCEPT FOR THOSE WHICH ARE OTHERWISE EXPRESSLY PRECLUDED BY THIS AGREEMENT).
- h. Limitation of Remedies. **IF BIKERBUDDY BREACHES OR OTHERWISE VIOLATES THIS AGREEMENT, THEN IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, SPECULATIVE OR PUNITIVE DAMAGES ARISING OUT OF OR IN RELATION TO SUCH BREACH OR OTHER VIOLATION, EVEN IF BIKERBUDDY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES; AND IN NO EVENT SHALL BIKERBUDDY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF TRANSACTION FEES ACTUALLY PAID BY YOU OR THE SHARE OF TRANSACTION FEES ACTUALLY PAYABLE TO YOU UNDER THIS AGREEMENT, AS APPLICABLE, WITHIN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF SUCH BREACH OR OTHER VIOLATION OF THIS AGREEMENT.**
- i. Consumer Protections. The disclaimers and limitations set forth in this section 20 are not intended to limit liability or alter your rights as a consumer that cannot be limited or altered under applicable law.
- j. Consumer Protections. The disclaimers and limitations set forth in this section 20 are not intended to limit liability or alter your rights as a consumer that cannot be limited or altered under applicable law.

21. General Release of Claims. **YOU HEREBY RELEASE AND HOLD HARMLESS BIKERBUDDY AND BIKERBUDDY'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS AND LICENSEES FROM AND AGAINST ALL CLAIMS THAT YOU HAVE OR MAY HAVE AGAINST THEM FOR INFRINGEMENT, VIOLATION OF THE RIGHTS OF PRIVACY OR PUBLICITY, DEFAMATION, DISPARAGEMENT, PERSONAL INJURY, PROPERTY DAMAGE, NEGLIGENCE AND/OR ANY OTHER LEGAL THEORY ARISING FROM OR IN CONNECTION WITH THE SITE, THE APP, THE PRODUCTS OR SERVICES MADE AVAILABLE ON OR THROUGH THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES, AND THOSE PRODUCTS AND SERVICES OFFERED, MARKETED, PROVIDED OR PROMISED BY ANY HOSTS) AND/OR THE RIGHTS AND PRIVILEGES GRANTED OR CONVEYED BY YOU UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THOSE RIGHTS AND PRIVILEGES RELATING TO THE USER MATERIALS AND/OR ANY ELEMENTS, DERIVATIVES OR MARKETING OF THE FOREGOING). FURTHER, YOU WAIVE YOUR RIGHT TO, AND IN NO EVENT SHALL YOU SEEK TO, ENJOIN BIKERBUDDY, ANY OF BIKERBUDDY'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS OR LICENSEES OR ANY EXERCISE OF THE RIGHTS OR PRIVILEGES GRANTED OR CONVEYED BY YOU UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE USER MATERIALS).**
22. Indemnification. YOU HEREBY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS BIKERBUDDY AND BIKERBUDDY'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, TRANSFEREES, TRUSTEES, INSURERS, CONTRACTORS, VENDORS AND LICENSEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, ACTIONS, JUDGMENTS, LOSSES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING COSTS AND REASONABLE OUTSIDE ATTORNEYS' FEES) INCURRED BY SUCH INDEMNITEES, OR ASSERTED AGAINST SUCH INDEMNITEES BY THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH (A) YOUR ACTS, ERRORS OR OMISSIONS, (B) YOUR USE OF THE SITE, THE APP OR ANY PRODUCTS OR SERVICES MADE AVAILABLE ON OR THROUGH THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES) IN ANY MANNER CONTRARY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, (C) YOUR VIOLATION OF THE RIGHTS OF OR OTHER INJURY TO ANY THIRD PARTY, AND/OR (D) YOUR BREACH OF ALL OR ANY PART OF THIS AGREEMENT.
23. Term; Termination; Survival. This Agreement shall continue and remain in effect until it is terminated in accordance with the terms and conditions of this Agreement. BikerBuddy may terminate this Agreement at any time, for any or no reason, and without notice to you (including, without limitation, if BikerBuddy believes that you have violated or acted inconsistently with any term or condition of this Agreement). You may terminate this Agreement at any time and for any or no reason if you are a registered user of the App by cancelling your User Account. If this Agreement is terminated for any reason, then all rights granted to you under this Agreement shall automatically revert back to BikerBuddy, and the following shall survive in perpetuity: (a) all defined terms under this Agreement; (b) all

rights and privileges under this Agreement which were granted to and/or accrued in favor of BikerBuddy and/or any of BikerBuddy's officers, directors, members, managers, owners, partners, agents, employees, representatives, parents, subsidiaries, affiliates, successors, trustees, assigns, transferees, contractors, vendors or licensees as of the date of this Agreement's termination; (c) all payments which accrued as of the date of termination; (d) all disclaimers, limitations of liability and limitations of remedies; and (e) all representations, warranties, covenants, certifications, releases, indemnifications and promises made by you under this Agreement.

24. Governing Law. This Agreement, the additional terms, conditions, and policies referenced herein (including, without limitation, the Site's and the App's [Privacy Policy](#)), your visit, access, registration with or use of the Site, the App or the Services, any transactions made on, through or in relation to the Site, the App or the Services, the Parties' relationship and all disputes, controversies, and claims arising from or in connection with any of the foregoing (whether grounded in contract, tort, statute, law, or equity) shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Texas in the United States of America and applicable federal law of the United States of America, regardless of its place of execution, its place of performance, and any conflicts of law analysis. For the avoidance of any doubt, the United Nations Convention on Contracts for the International Sale of Goods shall have no application whatsoever.

25. Dispute Resolution.

a. Binding Arbitration; Waiver. Each Party hereby irrevocably submits all disputes, controversies and claims arising from or concerning this Agreement, any additional terms, conditions, or policies referenced in this Agreement, your visit, access, registration with or use of the Site, the App or the Services, any transactions made on, through or in relation to the Site, the App or the Services, and/or the Parties' relationship (whether grounded in contract, tort, statute, law or equity) (collectively, the "**Dispute(s)**") to binding arbitration administered by Judicial Arbitration and Mediation Services, Inc. (a/k/a JAMS) or its successor ("**JAMS**") for the resolution thereof, and such arbitration shall be the sole and exclusive method for resolving the Disputes. The arbitration shall be binding, final and confidential. **EACH PARTY ACKNOWLEDGES AND AGREES THAT HE/SHE/IT IS WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS THE MEMBER OF A CLASS IN ANY PURPORTED CLASS ACTION PROCEEDING.**

b. Arbitration Rules. The arbitration shall be conducted before a single arbitrator under the then-current JAMS Comprehensive Arbitration Rules & Procedures (the "**JAMS Rules**"), as supplemented by the Federal Rules of Civil Procedure and the Federal Rules of Evidence if and where applicable as a gap-filler. If there is any conflict between a provision of the JAMS Rules, the Federal Rules of Civil Procedure, the Federal Rules of Evidence, or this Agreement, then the conflicting provision of this Agreement shall control and govern over the JAMS Rules, the Federal Rules of Civil Procedure and the Federal Rules of Evidence; and the JAMS Rules shall control and govern over the Federal Rules of Civil Procedure and the Federal Rules of Evidence. The construction, interpretation, and enforcement of this section 25 is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*

- c. Arbitration Process, Location, and Procedures. The Party initiating the arbitration proceeding shall serve a written notice of arbitration on the other Party in accordance with the JAMS Rules. The arbitration shall be held in Travis County, Texas, United States of America or, if that is an unavailable venue, Dallas County, Texas, United States of America. The arbitration shall be conducted in the English language. The arbitrator shall be selected in accordance with the JAMS Rules, unless otherwise agreed to by the parties to the arbitration. All issues or questions concerning either the scope of this arbitration clause or the arbitrability of any of the Disputes shall be referred to and finally decided by the arbitrator. The arbitrator may construe or interpret, but shall not vary or ignore, the terms and conditions of this Agreement and shall be bound by applicable law.
- d. Arbitration Decisions and Awards. The arbitrator shall render a written final decision on the subject Dispute as soon as practicable and in any event not more than forty-five (45) days after the close of evidence and briefing. The arbitrator's decision shall be written, shall be in accordance with applicable law, and shall be supported by written findings of fact and conclusions of law setting forth the basis for his/her decision. The arbitrator shall have no authority to award punitive, exemplary or consequential damages, unless such an award is authorized by applicable law. The arbitrator shall have the authority to award attorney fees and expenses if such an award is permitted under this Agreement or applicable law. Subject to any applicable rights of appeal, the final decision of the arbitrator shall be binding and conclusive upon all of the Parties who have been served with proper written notice of the arbitration proceeding as required by this section 25. Judgment on any award rendered by the arbitrator may be confirmed in any state or federal court having jurisdiction thereof that is located in the State of Texas, and may be entered in and enforced by any domestic, foreign, or international court having appropriate subject matter jurisdiction. Any decision, judgment, ruling, finding, award or other determination of the arbitrator and any information disclosed in the course of any arbitration hereunder shall be kept confidential by the Parties, and any court order to enforce the decision, judgment, ruling, finding, award or other determination of the arbitrator shall be filed under seal.
- e. Arbitration Fees and Expenses. JAMS's administrative and filing fees, the arbitrator's fees and expenses and all other fees and expenses charged by JAMS and/or the arbitrator to administer or conduct the arbitration shall be shared equally among all parties to the arbitration; provided, however, that the prevailing party of the arbitration may recover an award of its share of such fees and expenses if such an award is permitted under this Agreement or applicable law.
- f. Litigation; Waiver. In the event a particular Dispute is not subject to arbitration (whether by decision of an arbitrator with binding authority, or otherwise according to this Agreement or applicable law), each Party hereby irrevocably submits to the exclusive personal jurisdiction and venue of the state courts of the State of Texas in Travis County, Texas, United States of America and the United States federal courts in the Western District of Texas, Austin Division, for the litigation of said Dispute, and covenant and agree that neither of the foregoing is an inconvenient venue or forum.

g. Waiver of Jury Trial and Class Action. **REGARDLESS OF WHETHER A PARTICULAR DISPUTE IS SUBJECT TO ARBITRATION OR LITIGATION, EACH PARTY DOES HEREBY WAIVE HIS/HER/ITS RIGHT TO A TRIAL BY JURY, TO PARTICIPATE AS THE MEMBER OF A CLASS IN ANY PURPORTED CLASS ACTION OR OTHER PROCEEDING OR TO NAME UNNAMED MEMBERS IN ANY PURPORTED CLASS ACTION OR OTHER PROCEEDINGS.**

26. Notice. Unless otherwise expressly stated in this Agreement, BikerBuddy may give or deliver all other notices to you by means of a general notice posted on this or a similar page of the Site or the App, as applicable, by email to the email address associated with your User Account or by posting to your User Account, and shall be deemed effective as of their stated effective dates.

27. Relationship. In no event shall this Agreement, the Site, the App, the Services, the exercise or performance of a Party's rights or obligations under this Agreement, or a Party's visit to, access of, registration with or use of the Site, the App or the Services create any type of fiduciary, franchise, agency, employment, independent contractor, partnership or joint venture relationship between you or BikerBuddy.

28. Several Notes About This Agreement and Apple. The following addresses certain matters with respect to Apple Inc. ("**Apple**") and/or the so-called "Usage Rules" set forth in Apple's App Store Terms of Service (located at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>) as of the effective date hereof ("**Apple's Usage Rules**"):

a. Acknowledgement. The Parties hereby acknowledge that:

- i. this Agreement is between the Parties only and not with Apple;
- ii. Apple is not responsible for the App or the content thereof;
- iii. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
- iv. Apple is not responsible for addressing any claims you or any third party have or may have relating to the App or your possession and/or use of the App, including, without limitation, (i) product liability claims, (ii) any claim that such App fails to conform to any applicable legal or regulatory requirement, (iii) claims arising under consumer production or similar legislation, and (iv) intellectual property infringement claims;
- v. this Agreement's usage rules for the App are not intended to be less restrictive than Apple's Usage Rules;
- vi. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement; and
- vii. Upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary hereof.

- b. Amended Scope of Limited License – The App. If you download, access or use the App from or through Apple’s App Store, then the limited license(s) granted to you hereunder with respect to the App (see section 6(b) above) is/are hereby amended to add the following restriction: you may not use the App on any device other than the Apple-brand device (e.g., iPhone, iPod Touch, iPad) that you own or control or in any manner that is contrary to Apple’s Usage Rules.

29. Miscellaneous.

- a. Electronic Signatures. IF YOUR ACCEPTANCE OF THIS AGREEMENT IS FURTHER EVIDENCED BY YOUR AFFIRMATIVE ASSENT TO THE SAME (E.G., BY A “CHECK THE BOX” ACKNOWLEDGMENT PROCEDURE), THEN THAT AFFIRMATIVE ASSENT IS THE EQUIVALENT OF YOUR ELECTRONIC SIGNATURE TO THIS AGREEMENT. HOWEVER, FOR THE AVOIDANCE OF DOUBT, YOUR ELECTRONIC SIGNATURE IS NOT REQUIRED TO EVIDENCE OR FACILITATE YOUR ACCEPTANCE AND AGREEMENT TO THIS AGREEMENT, AS YOU AGREE THAT THE CONDUCT DESCRIBED IN THIS AGREEMENT AS RELATING TO YOUR ACCEPTANCE AND AGREEMENT TO THIS AGREEMENT ALONE SUFFICES.
- b. Excused Performance. BikerBuddy is hereby excused for any failure to perform under this Agreement to the extent that its performance is prevented by any reason outside of its reasonable control or that may be characterized as a force majeure event.
- c. Assignment and Delegation. You shall not assign, delegate, or otherwise transfer any of your rights or obligations under this Agreement without BikerBuddy’s prior written consent in each instance.
- d. Construction and Interpretation. This Agreement shall be construed to have been drafted by all of the Parties, so that any rule of construction or interpretation that construes or interprets ambiguities against the drafter shall have no force or effect.
- e. Headings. Section headings are inserted in this Agreement for reference and convenience only and shall not interpret, define, limit or describe the scope, intent, terms or conditions of this Agreement.
- f. Severability. If any term or condition of this Agreement is deemed invalid or unenforceable by the arbitrator or (if applicable) a court of law with binding authority, then the remaining terms and conditions shall not be affected, and said arbitrator or court of law shall reform the invalidated or unenforceable term or condition to the maximum extent permitted under the law and consistent with the intent of this Agreement.
- g. Entire Agreement. This Agreement, together with those additional terms, conditions, and policies referenced herein and/or made available herein by hyperlink (including, without limitation, the Site’s and the App’s [Privacy Policy](#)), constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof; supersedes any prior agreements and understandings, if any, between the Parties with respect to such subject matter; and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

30. Contact Us. Please direct any questions you may have about the Site, the App, the Services or this Agreement to help@bikerbuddy.co, with a subject line of “BikerBuddy Question.” The foregoing contact information may change from time-to-time by supplementation, amendment, or modification of this Agreement.

31. Last Modified. This Agreement was last modified on October 15, 2017.