

TERMS OF SERVICE

YOU SHOULD READ AND REVIEW THESE TERMS OF SERVICE THOROUGHLY. THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING, VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AN AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS IN THE USA (UNLESS YOU OPT OUT), AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

Introduction

Foedera Corporation (hereinafter, “Foedera,” “we,” or “us”), provides an online light and heavy duty equipment sharing tool. This website connects equipment owners those in need of equipment. Foedera may be accessed from computing and mobile devices (“the Services”). By accessing or using the Services, including communicating with us or other users, you agree to comply with, and be legally bound by, the provisions of these Terms of Service (“Terms”). Such agreement to comply applies whether you are a registered user or not. These Terms govern your access to, and use of the Services and constitute a binding legal agreement between you and Foedera.

All of the provisions in the Terms, together with Foedera’s Privacy Policy, applicable insurance terms and certificates, and the user Policies provided related to the Services (the “Policies”) constitute the “Agreement” between you and Foedera.

Right to Modify

Foedera reserves the right, in its sole discretion, to modify our Services or to modify these Terms at any time. If modified, such modifications will be updated online. By continuing to access or use the Services after a modification is uploaded, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your sole recourse is to stop using and accessing the Services and close your account within 15 days.

General terms

Who May Join

You must be and represent that you are twenty-one (21) years of age or older to access and utilize the Services. Anyone under the age of twenty-one (21) years of age are prohibited from using the Services.

Registration Process

All users must sign up for an account prior to renting equipment (hereinafter a “Foedera Account”). Upon registration, you must provide us with your email address, create a password or create an account through a third-party social networking site account.

Verification Process

When you sign up to use the Services, you will provide us with certain information about yourself to enable us to verify your identity in order to become an approved renter. In this regard, you represent that you will provide complete and accurate information to Foedera about yourself and your equipment, if any. Where permitted, Foedera has the right, but not the obligation, to undertake screenings, checks, and processes designed to help verify or check the identities and/or backgrounds of users and equipment, including criminal background checks, driving history checks, identity checks and any other verification or background check deemed necessary by Foedera. However, Foedera does not and will not endorse any equipment, user, or his or her background, or commit to undertake any specific screening process. Third parties may be used in Foedera's sole discretion to verify the information you provide to us. Foedera may accept or reject your application to become an approved renter in its sole discretion.

Consumer Report Authorization

When you apply to become an approved renter, you are providing Foedera with written instructions and authorization in accordance with the Fair Credit Reporting Act, applicable consumer reporting laws, or any similar laws to obtain your personal and/or business auto insurance score, credit report and/or conduct a background check, including a criminal background check where permissible under applicable law. You are also authorizing Foedera to obtain your personal and/or business auto insurance score, credit report or conduct a background check at any time during your time as a user of the Services.

Obligation to Update Information

You agree and represent to update the information you have provided to Foedera in the event of any changes to your personal history, contact information, or background. Specifically with respect to your contact information, Foedera may deliver notices to you at the most recent email, telephone, or billing address provided by you, and those notices will be considered valid even if you no longer maintain the email account, telephone number, or receive mail at that address unless you provide updated contact information to us.

Responsibility for your Account

You are and will be solely responsible for all of the activity that occurs through your account, so please keep your password and account information secure. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Foedera Account, whether or not you have authorized such activities or actions. You will immediately notify us of any actual or suspected unauthorized use of your Foedera Account. We are not responsible for your failure to comply with this clause, or for any delay in shutting down or protecting your account after you have reported unauthorized access to us.

Further, you will always use your account and the Services in compliance with the Terms, applicable law, and any other policies and standards provided to you by Foedera. As an

equipment owner or leasee (hereinafter “leasee”), you commit that you will provide safe, legally insured equipment, with a clean ownership/title, in good mechanical condition, on time to the leasor who is an approved renter (hereinafter “leaser”). As a leasor, you commit that you’ll be a legally authorized operator, who will treat the equipment well and will take all reasonable measures to return the equipment on time in essentially the same condition that you received it. In connection with your use of or access to the Services you may not, and you agree that you will not, nor advocate, encourage, request, or assist any third party to:

Violate any law, including:

- breach, violate, and/or circumvent any local, state, provincial/territorial, regional, or national law or other law or regulation;
- post false, inaccurate, misleading, defamatory, or libelous content;
- violate, infringe or use for your own purposes any intellectual property of Foedera;

Provide any false information, including:

- provide any false information including name, date of birth, license, credit card, insurance, or other personal information;
- provide a claim, or respond to a claim (for example about damage to equipment), with false or misleading information;
- offer, as an owner, any equipment that you do not yourself own or have authority to share;
- offer, as an owner, any equipment that may not be shared for compensation pursuant to the terms and conditions of an agreement with a third party, including, but not limited to, a lease or financing agreement;
- offer, as an owner, any equipment that is not in proper working condition;
- book or use any equipment without a valid operator’s license if such an operator’s license is required;
- submit any listing with false or misleading information, or submit any listing with a price that you do not intend to honor;
- register for an account on behalf of an individual other than yourself;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;

Fail to honor your commitments, including:

- fail to pay your fees or other amounts owed for the Services;
- fail, as either a leasor or leasee, to timely deliver, make available, or return any equipment, unless you have a valid reason as set out in our Policies;
- use the Services to find a leasee or leasor, and then complete a transaction to share it partially or wholly independent of the Foedera Services, in order to circumvent the obligation to pay any Foedera Fees related to these Terms of Service or for any other reasons;
- transfer your Foedera account and/or user ID to another party;

- allow anyone other than an approved renter to operate the equipment;
- list or provide to a leasor equipment that is subject to a safety recall without first properly addressing the matter subject to the recall;

Harm or threaten to harm users of our community, including:

- “stalk” or harass any other user or collect or store any personally identifiable information about any other user;
- engage in physically or verbally abusive or threatening conduct;
- use our Services to transmit, distribute, post, or submit any information concerning any other person or entity;
- make any discriminatory threats or statements;

Use Foedera for your own unrelated purposes, including:

- contact a leasor for any purpose other than asking a question related to a booking or such leasor’s equipment and or listing;
- contact a leasee for any purpose other than asking a question related to a booking or such traveler’s use of the Services;
- commercialize any content found on the website, including reviews;
- harvest or otherwise collect information about users without their and our consent;

Interfere with the operation of the Services, including:

- interfere with any listing or rental;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies such as cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology that may disrupt or interfere with the operation or provision of our Services, or harm Foedera or the interests or property of others;
- bypass robot exclusion headers, interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- systematically retrieve data or other content from our Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory, or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror, or frame the Services or any individual element within the Services, Foedera’s name, any Foedera trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without Foedera’s express written consent;
- access, tamper with, or use non-public areas of the Services, Foedera’s computer systems, or the technical delivery systems of Foedera’s providers;

- attempt to probe, scan, or test the vulnerability of any of Foedera’s system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Foedera or any of Foedera’s providers or any other third party (including another user) to protect the Services;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive, or false source-identifying information;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services; or
- endeavor to circumvent a suspension, termination, or closure of your account, including, but not limited to, creating a new account to circumvent an account suspension or closure or giving cars registered to you or a member of your household to other Foedera users to List.

Violations

Foedera reserves the right, but not the obligation, to investigate, pursue, and seek to prosecute, litigate, or refer to law enforcement, violations of this Agreement to the fullest extent permissible by the law. Foedera may access, preserve, and disclose any of your information if we are permitted or required to do so by law; if we believe in good faith that it is reasonably necessary to respond to claims asserted against Foedera or to comply with permissible legal process (for example, subpoenas or warrants); to enforce or administer the Terms; to do so for fraud prevention, risk assessment, investigation, customer support, product development and debugging purposes; and/or to protect the rights, property, or safety of Foedera, its employees, its users, or members of the public.

Foedera reserves the right, at any time and without prior notice, in accordance with applicable law, to remove or disable access to any content that Foedera, at its sole discretion, considers to be objectionable for any reason, in violation of this Agreement or otherwise harmful to the Services or our community. In this regard, Foedera may limit, suspend, or terminate your user account(s) and access to the Services, remove hosted content, deny a claim for coverage, remove and demote your listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services. Additionally, we reserve the right to refuse or terminate our Services to anyone for any reason at our discretion to the full extent permitted under applicable law.

Foedera Fees and Leasing Charges

The fees we charge for using the Services and other cost structures can be found on our _____.

Collection of Foedera Fees and Leasing Charges

When you provide Foedera with a payment method, you authorize Foedera, or third-party partners acting on Foedera’s behalf, to store your payment credential for future use in the event

you owe Foedera any money. You authorize Foedera to use stored payment credentials for balances, including but not limited to, rental charges, payment, fines and fees and claims costs and related administrative fees. Foedera and its partners will employ all legal methods available to collect the amounts, including the engagements of collection agencies or legal counsel. In addition, you may be subject to late fees. Foedera, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. In addition to the amount due, delinquent accounts and/or chargebacks will be charged with fees and/or charges that are incidental to the collection of delinquent accounts and/or chargebacks including, but not limited to, collection fees and/or convenience fees and/or other third parties charges. You hereby explicitly agree that all communication in relation to delinquent accounts may be made by electronic mail or by phone, as provided to Foedera by you. Such communication may be made by Foedera or by anyone on its behalf, including but not limited to a third party collection agent. If you wish to dispute the information Foedera reported to a credit bureau (i.e., Experian, Equifax, or TransUnion) please contact our _____. If you wish to dispute the information a collection agency reported to a credit bureau regarding your Account, you must contact the collection agency directly.

Communications with Users.

Foedera may at times contact you using autodialed or prerecorded message calls or text messages at your telephone number(s). We may place such calls or texts primarily to confirm your signup; provide notices regarding your Account or Account activity; investigate or prevent fraud; collect a debt owed to us; or communicate urgent messages. You agree that we, or our service providers, may contact you using autodialed or pre-recorded message calls and text messages to carry out the purposes we have identified above. We may share your phone number(s) with service providers with whom we contract to assist us in pursuing these interests, but will not share your phone number(s) with third parties for their own purposes without your consent. Standard telephone minute and text and data charges may apply. Where Foedera is required to obtain your consent for such communications, you may choose to revoke your consent.

You authorize Foedera and its partners, without further notice or warning and in our discretion, to monitor or record telephone conversations you or anyone acting on your behalf has with Foedera or its agents for quality control and training purposes. You acknowledge and understand that your communications with Foedera may be overheard, monitored, or recorded without further notice or warning. If you do not wish to have your call recorded, please contact us instead in writing through email at support@foedera.com.

LEGAL DISPUTES SECTION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND FOEDERA HAVE AGAINST EACH OTHER ARE RESOLVED.

Subject to applicable law, you and Foedera agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous

versions of the Terms of Service, your use of or access to the Service or any breach, enforcement, or termination of this Agreement will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

Applicable Law

You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the State of Texas, without regard to principles of conflict of laws, will govern the Terms of Service and any claim or dispute that has arisen or may arise between you and Foedera. You and we agree to submit to the personal jurisdiction of a state court located in _____ County, _____, Texas or a United States District Court for the District of _____ located in _____, Texas.

Agreement to Arbitrate

You and Foedera each agree that any and all disputes or claims that have arisen or may arise between you and Foedera (including its respective subsidiaries, employees, officers, directors, and agents) relating in any way to or arising out of this or previous versions of the Terms of Service, your use of, or access to the Service, or any services sold, offered, or purchased through Foedera's Services (such as listing or sharing equipment) or any breach, enforcement, or termination of this Agreement shall be resolved exclusively through final and binding arbitration, rather than in court, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

Prohibition of Class and Representative Actions and Non-Individualized Relief

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

Arbitration Procedures

All arbitrations will be conducted by the American Arbitration Association (“AAA”) under its rules and procedures, including the AAA’s Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate.

A prerequisite to seeking arbitration is that the party must first send to the other, by email, a notice of dispute (“Notice”). The Notice to Foedera should be sent via email to support@foedera.com. The Notice must contain your name, telephone number, email, mailing address, and briefly describe the nature of your dispute and briefly describe the relief you would like from Foedera.

If you and Foedera are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or Foedera may initiate arbitration proceedings. Any AAA arbitration hearing shall be held in the _____ County, Texas or at another mutually agreed location. You or Foedera may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Foedera subject to the arbitrator’s discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or Foedera may attend by telephone.

The Parties agree that all communications and evidence related to the dispute will remain confidential, and neither party shall take any action that will harm the reputation of any of the other, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the Parties or entities

Costs of Arbitration

Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s rules, unless otherwise stated in this Agreement to Arbitrate.

Severability

With the exception of any of the provisions in Section “Prohibition of Class and Representative Actions and Non-Individualized Relief,” if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in Section “Prohibition of Class and Representative Actions and Non-Individualized Relief” is invalid or unenforceable, then the entirety of the Agreement to Arbitrate shall be null and void. The remainder of the Agreement, the Terms of Service, and its Legal Disputes Section will continue to apply.

Opt-Out Procedure. IF YOU ARE A NEW FOEDERA USER, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION ("OPT-OUT") BY EMAILING US AN OPT-OUT NOTICE TO SUPPORT@FOEDERA.COM EMAIL ADDRESS ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE TERMS OF SERVICE FOR THE FIRST TIME.

In order to opt-out, you must email your name, address (including street address, city, state, and zip code), and email address(es) associated with your Account(s) to which the opt-out applies and to _____. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Agreement and its Legal Disputes Section will continue to apply to you.

Photography Rights

Foedera may offer lessors the option of having photographs of their equipment (“Images”). You alone are responsible for using the Images in connection with your listing and you warrant that you are the rightful owner of the images and allowed to use them, will cease using the Images if they no longer accurately represent your vehicle. You agree that Foedera is the sole and exclusive owner (or exclusive licensee, as allowed by applicable law) of all right, title, and interest in all copyrights, trademark rights, and any and all other intellectual property rights, including right of publicity rights, worldwide, in the Images regardless of whether you include them in your listing and you shall take no action to challenge or object to the validity of such rights or Foedera’s ownership or registration thereof. You hereby acknowledge that Foedera may use the Images for advertising, marketing, commercial, and other business purposes, without further notice or compensation. Further, you hereby waive any and all rights to royalties or moral rights you may have in the Images.

User Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit content through our Services such as photographs of you and your equipment, reviews, feedback, and descriptions of your equipment. By making available any content on or through the Services, or through Foedera promotional campaigns, you hereby grant to Foedera a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such content on, through, by means of or to promote or market the Services.

Copyright Protection

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the US Digital Millennium Copyright Act and similar laws. If you think a user is violating your copyright(s) and want to notify us, you can find information about submitting notices here.

Equipment and Personal Protection

In addition to the terms set forth in Sections “Your Financial Responsibility Is Primary” and “Other Insurance and Legal Matters” below, during the applicable rental period, Foedera, or third parties acting for the mutual benefit of Foedera and our users, may provide certain comprehensive insurance coverage for use of the equipment, as well as liability insurance for bodily injury and property damage in the United States. Any insurance provided shall be excess

and contingent over any other valid and collectible insurance that may be available to the leasee. Protection package details and other specifics may be found at _____. If you have questions about your own personal insurance policies, you should contact your insurance professional; if after reviewing the other items on the website, you or your insurance professional still have questions regarding the Foedera protections, please contact us at (833-363-3372) and we will connect you with our broker in the United States.

Termination

You may discontinue your use of the Services at any time and Foedera may terminate your access to the Services and remove any listings for any reason or no reason to the maximum extent permissible under applicable law. Termination will have no effect on the other obligations and agreements set forth herein.

Disclaimers

FOEDERA PROVIDES SERVICES THAT ENABLE EQUIPMENT OWNERS TO LEASE THEIR EQUIPMENT TO THIRD PARTIES. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, FOEDERA DOES NOT ITSELF PROVIDE EQUIPMENT RENTAL SERVICES AND/OR INSURANCE SERVICES AND IS NOT RESPONSIBLE FOR ANY OF THE ACTS OR OMISSIONS OF ANY OF THE USERS OF ITS SERVICES, THE EQUIPMENT MANUFACTURER, OR ANY THIRD PARTY PROVIDER OF SERVICES. THE SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT LIMITING THE FOREGOING, FOEDERA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Foedera makes no warranty that the Services, including, but not limited to, the listing and/or any equipment, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Foedera makes no warranty regarding the quality of any listings, vehicles, lessors, leasees, the Services, or any content or the accuracy, timeliness, truthfulness, completeness, or reliability of any content obtained through the Services. No advice or information, whether oral or written, obtained from Foedera or its service providers or through the Services or content, will create any warranty not expressly made herein.

Limitation of Liability and Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST FOEDERA AND ITS RESPECTIVE SUBSIDIARIES, DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES (THE "FOEDERA PARTIES") AND ANY FOEDERA USER (EXCEPT AS DETAILED BELOW FOR TRANSACTIONS WHERE THE LEASOR PROVIDES THEIR OWN COMMERCIAL/RENTAL INSURANCE/PROTECTION) FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES INCLUDING, WITHOUT LIMITATION, EQUIPMENT NOT BEING AVAILABLE WHEN

IT WAS SUPPOSED TO BE, ANY MALFUNCTION OF OR DEFICIENCY IN A VEHICLE, ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY ANY MANUFACTURER OR OTHER THIRD PARTY, ANY PERSONAL INJURY OR PROPERTY DAMAGE SUFFERED BY YOU OR ANY OF YOUR OPERATOR, PASSANGER OR THIRD PARTY AND, IN THE CASE OF THE FOEDERA PARTIES, ANY ACTIONS OR INACTION OF THE LEASOR. NEITHER FOEDERA NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, FROM THE USE OF OR INABILITY TO USE THE SERVICES, OR FROM YOUR LISTING OR BOOKING OF ANY EQUIPMENT VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY. Except for our obligations to pay amounts to applicable leasor and leasee pursuant to these Terms, including an approved payment request or claim under a protection package or applicable insurance policy, in no event will Foedera or its insurer's aggregate liability arising out of or in connection with this Agreement or your use of the Services, exceed the greater of the amounts you have paid or owe for bookings via the Services as a leasee in the twelve month period prior to the event giving rise to the liability, or if you are a leasor, the amount earned by you in the 12 month period prior to the event giving rise to the liability, or US\$100. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FOEDERA AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU WAIVE CALIFORNIA CIVIL CODE §1542, OR ANY SIMILAR LAW, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST ANY FOEDERA USER FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES UNLESS (1) YOU ARE A LEASOR WHO HAS DECLINED A PROTECTION PACKAGE VIA FOEDERA AND ARE MAKING A CLAIM AGAINST A LEASEE WHO BOOKED EQUIPMENT FOR WHICH YOU OPTED TO PROVIDE YOUR OWN COMMERCIAL/RENTAL INSURANCE OR PROTECTION TO THE LEASEE; OR (2) YOU ARE A LEASEE WHO BOOKED A VEHICLE FROM A LEASOR WHO OPTED TO DECLINE A PROTECTION PACKAGE VIA FOEDERA AND OPTED TO PROVIDE INSURANCE OR PROTECTION DIRECTLY TO YOU AND YOU ARE MAKING A CLAIM AGAINST THAT COMPANY/LEASOR.

Indemnification

To the extent permitted by applicable law, you agree to release, defend, indemnify, and hold Foedera and its subsidiaries, officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services or your violation of these Terms; your user content; your interaction with any user, booking of equipment for rent, or creation of a listing; or the use, condition, or rental, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of a using the Services.

Liquidated damages/Contract penalty

You acknowledge that the actual damages likely to result from engaging in gray market transactions (i.e., using Foedera to find a leasee or equipment, and then completing a rental or related transaction partially or wholly independent of Foedera, in order to circumvent the obligation to pay any Foedera Fees) are difficult to estimate and would be difficult for Foedera to prove. You will pay Foedera \$3,500 in Liquidated Damages to compensate Foedera for any such conduct. This amount is not intended as a punishment for any such breach.

Foedera is not an equipment rental company. It does not own any equipment, and is not, in the business of renting equipment to the public. Foedera is in the business of providing the Services where equipment owners and those in need of equipment can meet and share amongst themselves subject to these Terms.

Foedera is neither an insurance company nor an insurance broker. Foedera has obtained group liability and physical damage insurance policies in the United States. Foedera is the named insured on those policies. If you receive protection under one of these group policies, your coverage is provided by third party insurance companies and/or their brokers

No Agency

Foedera does not appoint you or any other user as its employee, mandatory, legal agent, or form any kind of legal partnership or joint venture. You are not authorized to make any commitments on behalf of Foedera and it will not make commitments on your behalf, except as contemplated by Services or expressly stated in these Terms.

General

These Terms state the entire understanding between you and Foedera concerning your access to and use of the Foedera Services and supersedes any earlier verbal or written communications between us. You may not delegate your legal obligations or transfer any of your rights, in whole or in part, to any third party. If any provision of these Terms is construed to be unenforceable, the remaining provisions will not be affected and will continue in full force and effect. Foedera's failure to exercise any right under these Terms will not constitute a waiver of any other right it may have.

Headings are for reference purposes only and do not limit the scope or extent of such Section. Except as otherwise provided in these Terms, if any provision of these Terms of Service are held to be invalid, void, or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

Foedera may be contacted at these addresses: 2118 W US Hwy 190, Belton, TX 76513 and support@foedera.com.

Terms Applicable to Leasors

The following Sections also apply if you share your equipment through the Foedera Services:

Information Given at Registration

When you sign up for Foedera, you will identify equipment that you want to list for sharing through the Services. Each piece of equipment must meet the requirements found here. You may only use the Services in connection with equipment that you own or otherwise have all the necessary rights and permissions to share for compensation.

Vehicle Availability

Once a rental is booked, you must make the equipment available or deliver the equipment as expected by the leasee. If you offer the leasee the option to pick up your equipment at a persistent specified location, you must supply the location of the equipment accurately to Foedera and ensure that the equipment is available at that location at the beginning of the rental period. In order to qualify for available insurance and related protections, before you provide a prospective leasee with your vehicle, you must verify that the leasee is of sufficient age to rent and operate the equipment.

Trip Fees

You will have the ability to set and revise the equipment's pricing as you choose. Foedera will pay you the amount collected from those who book your equipment, less the applicable fees payable to Foedera. To the extent you owe Foedera money for any reason, Foedera also reserves the right to deduct those amounts from your payment.

Taxes and Permitting Fees

You understand and acknowledge that appropriate governmental agencies, departments, or authorities may take the position that you owe taxes in connection with your use of our Services. Please familiarize yourself with the applicable tax regulations and consult with your personal tax advisor.

Maintenance

You are required to regularly check your equipment for any defects in its operations or safety. You promise that, at all times, your equipment will be in safe and operable condition, in good mechanical condition, and in full compliance with all applicable inspection and registration requirements. You will only list equipment with a clean ownership and title history. You agree to respond to any applicable recall or similar safety notices and to complete any recommended action before allowing your equipment to be rented. In addition, if Foedera believes that your equipment does not conform to reasonable standards, Foedera may notify you and reserves the right to remove or decline listing your equipment until its concerns have been resolved. Foedera

may, but does not commit to, undertake efforts to ensure the safety of equipment booked through the Services.

Incident Reporting

If you did not decline insurance and protection via Foedera, and you believe that a leasee has caused any damage to your equipment, you are required to report that damage as soon as you become aware of it (and in any event, no more than 12 hours after the end of the rental period) and to provide reasonable cooperation in the investigation of the damage so that it can be eligible for coverage. Based on the investigation, Foedera or third party claims administrators will reasonably determine whether the damage occurred during the rental period and is eligible for coverage. If it was, and you did not decline insurance and protection via Foedera, you will be reimbursed for the loss as described in Sections below. If Foedera is not given prompt notice as described in this paragraph, or if you do not provide reasonable cooperation in the investigation by Foedera or third party claims administrators, we may not be able to determine the cause. In that case, you agree that we may decline any financial responsibility for such damage.

Physical Damage

During each rental period where you opted to receive insurance and protection via Foedera or its insurance partners, Foedera or its insurers will bear the risk of theft, destruction, or damage with respect to your equipment, subject to the Terms and as described here in the United States. In the event of a loss that is covered by this Agreement, Foedera, its insurers, and/or its adjusters will, at their option, pay you either the reasonable and actual expenses of repair of the vehicle or the actual cash value (“ACV”) of your equipment (if, for instance, the expected cost of repairs exceeds 75% of the ACV of the vehicle). For owners who select Premium (where available) and Standard Protection Packages, Foedera will also reimburse you a reasonable amount in cash or credit to pay for replacement equipment from the date of loss until the repairs are completed or, in the event of a total loss, until the earlier of the date when Foedera or third party claims administrators make the first settlement offer or the date when you replace the equipment. Note, if Foedera or third party claims administrators choose to pay you the ACV for your equipment, you will be required to transfer title to the vehicle to Foedera or its agent. The standard for the vehicle’s ACV will be as determined by Foedera or its third party claims administrators and in compliance with applicable law.

Damage Exclusions

There are some exceptions to Foedera’s obligations in the “Physical Damage” Section even where you have selected to receive insurance and protection via Foedera. Foedera and its insurers are not responsible for any personal property, including any aftermarket installations or modifications that are taken from your equipment or damaged during a rental period. We recommend that you remove all personal property before making the equipment available for a rental. In addition, you should expect normal wear and tear on your equipment, including minor scrapes and dings, in connection with your participation in the Services. Foedera will not reimburse you for normal wear and tear to your equipment other than as described here. Any protection, coverage, and/or insurance provided may be voided if you violate our Terms of

Service, any other policies, and/or submit inaccurate information about your equipment when listing it for sharing through Foedera (for example, falsely represent the make, model, or year of the equipment).

Other Insurance and Legal Matters

In addition to the terms provided in the “Vehicle and Personal Protection” Section, you agree to comply with any and all applicable laws and regulations, including applicable registration and minimum insurance requirements for your equipment. As part of your participation in the Services, you must maintain your own insurance policy and meet any minimum insurance levels required by law. Where permitted by law and where you opted to receive insurance and protection via Foedera, you hereby appoint Foedera as your attorney-in-fact for the purpose of filing insurance claims, receiving insurance payment, otherwise administering an applicable insurance policy, and/or working with law enforcement, leasees, or private entities to recover unreturned or impounded equipment. You also promise to maintain proof of insurance in your equipment during every rental period. Foedera may obtain insurance through a third party provider, or may choose to self-insure (meaning Foedera takes on all or part or all of the insurance obligations itself, subject to all applicable laws and regulations). You agree to provide Foedera with information regarding your policy’s coverage as may be requested. You must inform Foedera promptly in the event information previously provided changes.

Indemnification

If you opted to receive insurance and protection via Foedera, in the event of any claim for a loss or injury that occurs during the use of your equipment by a leasee (or by Foedera itself), Foedera or its insurers will defend and indemnify you against such claims as required by applicable law. In connection with any indemnified claim, you are required to give Foedera or its insurers prompt written notice of the claim; allow Foedera sole control over the defense of the claim; and provide Foedera reasonable cooperation in its defense of the claim, at Foedera’s expense. If Foedera or its insurers reimburses you for a lost or damaged vehicle and you later receive payment for some or all of your vehicle from a third party (e.g. a third party insurance company or restitution), you must reimburse Foedera any monies received from that third party in an amount equivalent to, but not to exceed, the funds provided to you by Foedera.

Missing Vehicles

If you opted to receive insurance and protection via Foedera, if your equipment goes missing, is not returned and/or is stolen during the rental period (or extension period), you, as the lessor, must immediately contact a Foedera representative and follow his or her instructions, including cooperating with Foedera, the police, and any other authorities in all related to the investigation of the theft. If you are instructed by Foedera to file a police report, you must do so within 12 hours of receiving those instructions.

Specific Terms for Owners Who Decline Foedera Protection

The following Sections also apply if you decline Foedera protection and insurance (such as if you choose to offer your own commercial/rental policy to leasees) or where no protection or insurance is offered via Foedera by its insurance partners:

In exchange for keeping more of the rental price for yourself, when you decline a Foedera protection package or where no protection package is offered, you waive, on behalf of yourself and any affiliated individuals (including, but not limited to, employees, employers, associates, contractors, or any other related personnel) or entities (whether they be corporations, partnerships, sole proprietorships, limited liability companies, or otherwise) (collectively, “Affiliates”) any insurance or protection normally offered via Foedera to you or any Affiliates, your equipment, and any leasees or approved operators of all of the equipment you list on Foedera.

When you choose to provide your own commercial rental insurance in the United States, you, as the lessor, or an authorized representative acting on behalf of the lessor, shall be exclusively responsible for providing commercial insurance coverage for any rental of your equipment through Foedera. You shall carry no less than the minimum applicable liability and/or physical damage insurance for your equipment, your lessee, and his/her authorized operators. When you select to decline a protection package or where none is offered in your region, you represent and warrant that you are an individual or company, or are authorized to act on behalf of, and bind a company, that can offer commercial insurance protection for the leasees.

You further acknowledge and agree that you shall receive no protection or coverage by Foedera or its affiliates, whether that be equipment damage protection, liability protection, uninsured or underinsured coverage, PIP or any similar coverage or indemnification, or trust and safety support as part of a booking of your equipment when you have chosen to provide your own commercial insurance. You shall add Foedera as an additional insured on all applicable insurance policies. These provisions replace and supersede any representation made by Foedera, or those acting on behalf of Foedera, including but not limited to statements made on the Foedera website, applications, blog, Terms of Service, emails, and/or marketing materials, concerning insurance and/or protection and otherwise offered to lessors and leasees when the owners do not decline protection via Foedera.

You must disclose on your listing page any applicable additional fees, costs, and/or taxes you assess in addition to other requirements you may impose (such as a security deposit or if you do not accept debit cards, for example). You must never surprise leasees with hidden costs or requirements at pick-up. Foedera reserves the right, in its sole discretion, to default your equipment back to a Standard protection package, remove your listings, or suspend your account for failure to be transparent up front with leasees about fees, costs, and requirements in your equipment listing page.

You acknowledge that the actual damages likely to result from breach of this Section are difficult to estimate and would be difficult for Foedera to prove. You will pay Foedera \$3,500 in Liquidated Damages/Contract Penalties to compensate Foedera for any such conduct. This amount is not intended as a punishment for any such breach.

You shall defend, indemnify, and hold Foedera, its subsidiaries, affiliates, employees, officers, directors, and agents, and any of your leasees or their authorized operators, harmless from and against any and all claims, demands, suits, judgments, costs, expenses, liabilities, attorneys fees, damages, consequential damages, punitive damages, property damage, personal injury, theft or otherwise, without limitation, related to or arising out of any rental or use of any equipment, including without limitation, any equipment damage, personal injury or property damage where you have declined Foedera's protection package or one is not available in your region.

Terms Applicable to Leasees

The following Sections also apply if you rent equipment using the Services:

Fees

You are responsible for paying all fees when they come due. You authorize Foedera to charge any payment methods or stored payment credentials associated with your account for all amounts due, including but not limited to, security deposits, processing fees, rental fees, fines/penalties, deductibles, and damages, and you furthermore represent and warrant that you have the right to make this authorization. You will be responsible for all of the costs relating to any citations and fines incurred during your rental.

Your Financial Responsibility Is Primary

With regard to damage, losses, or other liabilities, you acknowledge that, where permissible under applicable law, you are primarily liable, though you may fund that primary liability via any personal insurance you have available to you (e.g., applicable commercial general liability policies, excess policies, other insurance policies or insurance from credit cards, etc.) which can be the primary source of funds for your liabilities hereunder. Any protection package you select when booking your rental, if one is offered via Foedera, will not be available to you until your personal insurance has been exhausted. In addition, Foedera's protection package you select when booking your rental, if any, may not be available to you in the event you breach your obligations under these Terms. Subject to the coverage and protection available to you, you acknowledge that you are fully responsible for any damage, losses, or other liabilities relating to your activities through the Foedera. You agree that in the event damage is reported, Foedera may immediately charge you up to the amount stipulated with the protection package that you selected when you booked your rental. Nothing in these Terms is intended to limit your responsibilities or Foedera's legal rights in connection with your use of the Services. You acknowledge that Foedera may require and hold a deposit as part of the rental.

In addition to the terms in "Vehicle and Personal Protection" Section above:

Most equipment owners in the United States participating in Foedera cannot offer commercial liability insurance to you, so Foedera has obtained, via its broker in the United States, a group insurance policy that provides secondary liability insurance to you.

You are fully responsible for paying any damage to the equipment, subject to the protection package you selected, as well as deductibles, contribution, fees, expenses, liens, or fines arising out of your use of the equipment rented through Foedera. If Foedera advances any payment on your behalf, you will continue to be responsible for such amounts and will adhere to Foedera's schedule for repayment of those amounts to Foedera.

Use of Equipment

When you book equipment from a lessor through Foedera, you must use the equipment only for its intended purpose and according to its standard operating manual. You may not access the equipment until the beginning of your rental period and you must return the equipment on time and in the correct location. You must exercise reasonable care in your use of the equipment. You are required at all times to operate the equipment safely, and in compliance with all applicable laws, including without limitation, commercial law, licensing, permitting, and any other applicable law. In the event Foedera has any concern about your use of the equipment, Foedera, may terminate your rental in its discretion at any time and require the return of the equipment, including recovering the equipment on behalf of the lessor. You are required to follow all safety procedures in the operation of the equipment. You will be fully financially responsible for any claims, loss, or damage related to your misuse of the equipment, and your protection package may be voided.

Condition of Equipment

You understand that third parties own the equipment offered through the Services. Each lessor is responsible for complying with all legal requirements (including ensuring the equipment is properly registered and insured, if applicable, and maintaining their equipment in safe and operable condition. Please complete a visual inspection before you begin your use of the equipment. If you find damage in your initial inspection, you should upload photos of such pre-existing damage at the start of your rental to ensure you are not held responsible for pre-existing damage. If you find damage on your initial inspection and fail to report it, Foedera, third party claims adjusters, or insurance partners, may assume that the damage occurred during your rental period. If, after your initial inspection, you believe that the equipment is not safe to operate, , please do not use the equipment; in that event, please contact Foedera immediately at (833-363-3372).

Reporting an Incident

Where you received insurance or protection when booking your rental through Foedera, you must immediately report any damage to the equipment you are using to Foedera at (833-363-3372), and if there has been an accident, to the police as well. You will need to use all reasonable efforts to secure evidence from any available witnesses and to provide Foedera or third party claims administrators with a written description of the incident and any other information requested, including identity and insurance information of any parties involved in the incident. You are also required to cooperate in any loss investigation conducted by Foedera, third party claims administrators, or insurers. After an incident, you may not continue to use the equipment unless you have the explicit permission of Foedera to do so. Failure to timely report an incident or cooperate in an investigation may reduce or invalidate protection.

Repossession

Foedera, a hired agent of Foedera or the lessor may repossess any equipment rented through the Services without demand, at the lessee's expense, if the equipment is not returned by the end of the rental period, is apparently abandoned, or used in violation of applicable law or these Terms.

Missing Equipment

If equipment you have rented through Foedera goes missing and/or is stolen during the rental period (or extension period), you, must immediately return the original ignition key to the lessor; file a police report immediately after discovering the equipment is missing or stolen, but in no event more than 12 hours after discovering it has gone missing; and cooperate fully with the lessor, law enforcement, Foedera, and other authorities in all matters related to the investigation.

