

General Terms of Use (overall general use terms applicable to both Adventurers and Trailblazers)

Please read these General Terms of Use (the “Agreement”) carefully, as they contain the legal terms and conditions that govern your use and access of the site, <http://www.rexchanger.com>, including its directories, subdirectories, apps, and mobile platforms (“RexChanger” or the “Services”). This Agreement governs your use of RexChanger and constitutes a legally binding agreement between each user (“you,” “your,” “User”) and RexChanger (or “we,” “us,” or “our”). By using any of the Services, you agree to be bound by this Agreement. You also agree to any additional terms specific to Services you use, such as those listed below, which become part of your agreement with us (collectively, the “Terms”). If you do not agree to the Terms of this Agreement, do not access RexChanger. By accessing RexChanger in any manner, including browsing the website or taking part in a Rental, you acknowledge that you have read, understood, and agree to the terms listed herein, the accompanying Privacy Policy, which is accessible at <http://rexchanger.com/privacy-policy/> and the Rental Terms, accessible at <http://rexchanger.com/privacy-policy/>. We reserve the right to amend and revise this Agreement at any time at our sole discretion. Any changes to this Agreement will be posted in our application and will become effective immediately upon posting. It is your responsibility to check updates to this Agreement periodically. If you do not agree to any modifications to this Agreement, you should cease using RexChanger. Your continued use of RexChanger after any amendment or modification to the Agreement constitutes your agreement to the changed or amended Terms.

Definitions

“**Gear**” shall mean a piece of equipment available by a Trailblazer to Adventurers for rent through RexChanger as described in any Rental Listing, including accompanying accessories and, if specifically indicated, any consumables included therewith. As context requires, Gear may also refer generally to all Gear available on RexChanger for rent.

“**Trailblazer**” shall mean a party with Gear for rent on or via RexChanger.

“**Rental Contract**” shall mean an agreement between a Trailblazer and an Adventurer for Rental specifying the Rental Period and the Rental Payment. The Rental Contract includes: (i) Rental terms, which can be found at <http://rexchanger.com/terms-of-use/>, and (ii) any additional terms agreed upon between the applicable Trailblazer and Adventurer of Gear to facilitate a Rental through RexChanger.

“**Rental Listing**” shall mean information published by a Trailblazer on RexChanger in connection with a specified piece of Gear.

“**Rental Payment**” shall mean a payment made from an Adventurer to a Trailblazer for Gear rented subject to a Rental.

“**Rental**” shall mean a rental of Gear between a Trailblazer and an Adventurer granting Adventurer the right to use such Gear for a fixed amount of time in exchange for the Rental Payment.

“**Rental Period**” shall mean the fixed period of time during which there is a Rental between a Trailblazer and an Adventurer pursuant to a Rental Contract.

“Adventurer” shall mean a party who rents Gear, pursuant to a Rental Contract, through RexChanger.

RexChanger is an online marketplace designed to connect Adventurers and Trailblazers. Because all Rentals are directly between the Adventurers and Trailblazers, we cannot and do not have control over the quality, timing, safety, legality, integrity, actions, or omissions of any Trailblazer or Adventurer. We also do not have control over:

- The truthfulness or accuracy of the Rental Listings;
- The ability of Trailblazers to rent the Gear listed; or
- The ability of Adventurers to rent or pay for the rental of any Gear.

When using our Services, know that there is no guarantee that the parties will comply with any terms of the applicable Rental Contract.

RexChanger is not liable for a User’s deceptive or fraudulent acts, voluntary parting of the Gear, theft of Gear, or any other loss caused by a User’s deceptive or fraudulent acts through RexChanger. RexChanger may, in its sole discretion, choose to work with law enforcement and any insurance companies involved, and cooperate with any investigation and produce information about the incident and parties involved.

Rentals

Upon receipt of a Rental confirmation from RexChanger, a legally binding agreement is formed between the Trailblazer and Adventurer, subject to any additional terms and conditions detailed in the Rental Listing, as well as the terms and conditions of the Rental Terms.

If you are a Trailblazer, you understand and agree that we do not act as an insurer or as your contracting agent. By entering into a Rental as a Trailblazer, any agreement you enter into with such Adventurer is between you and the Adventurer, and RexChanger is not a party to it. Notwithstanding the foregoing you hereby appoint RexChanger as your limited agent for the purpose of collecting the Rental Payments from Adventurers, and you understand that our obligation to pay you is subject to and conditional upon successful receipt of the associated payments from Adventurers. In accepting appointment as the listed collection agent of the Trailblazer, we assume no liability for any acts or omissions of the Trailblazer.

Please note that, even though we have certain protections in place to maximize coverage for lost or damaged Gear, damage coverage facilitated by RexChanger will NOT cover an Adventurer’s fraud or failure to return rented Gear. By using our Services as a Trailblazer, you acknowledge that there is always a possibility of complete loss that may not be covered by damage coverage. We strongly encourage Trailblazers to separately purchase an insurance policy that covers theft and voluntary parting for the Gear they post on RexChanger.

Fees & Billing

Service Fees. For each rental, we charge a service fee (“Service Fee”) as follows: (a) 20% of the transaction] from Trailblazer’s listed Rental Price.

Responsibility for Paying Fees. Our Service Fees and any third-party processing fees will be deducted from the Listed Rental Price. Adventurers will be responsible for paying the Rental Payment for the applicable Rental, which includes the Listed Rental Price, any extra payments related to the Rental, such as delivery, maintenance, or other assistance as linked to the particular Gear listed, and any other applicable fees (as determined in our sole discretion). Once a Trailblazer has accepted a particular Rental, the Adventurer will be charged and hereby authorizes RexChanger to process the Rental Payment. Trailblazer acknowledges and agrees that we will remit Rental Payment to Trailblazer within time frame identified by stripe (www.stripe.com) and after the Gear is returned to the Trailblazer.

Rex Protection Coverage (RPC) LLC Damage Coverage and Rental Protection Policies
(explanation and terms applicable to damage coverage)

DISCLAIMER: Please note that RPC is not an insurance provider, broker, or agent. RPC is not licensed in any state or country to be an insurance provider, broker, or agent. The RPC damage coverage policy is not an insurance policy, instead it is a limited coverage provided by RexChanger, as a convenience.

To help protect both our Adventurers and Trailblazers we recommend Trailblazers or Adventurers purchase a damage waiver at 7.5% of the cost of rental prior to renting any Gear.

1. Purchase Damage Coverage through RPC: The RPC damage coverage policy ("Damage Coverage") is not an insurance policy, instead it is limited coverage provided by RexChanger, as a convenience, to Trailblazers for rentals with a listed replacement value of no greater than \$2,000. When listing equipment Trailblazers can apply coverage for any equipment, not to exceed \$2,000. When checking out, if a Trailblazer hasn't required protection coverage, Adventurers can get instant coverage for any Rental of equipment, not to exceed \$2,000 in value RPC damage coverage is subject to certain conditions, limitations, and exclusions, as described.

Disputes Between Trailblazers & Adventurers. Except as explicitly stated here or as otherwise explicitly agreed in writing, we're not a party to any Rental Contract between Adventurers and Trailblazers. We serve only as a limited agent and facilitator by offering a digital communications platform through which Users can execute Rentals. You understand that we do not create, manufacture, store, or inspect any of the Gear rented through our Service. We cannot and do not make any warranties about Gear quality, safety, or even their legality. Any legal claim related to Gear you rent must be brought directly against the Trailblazer of the Gear. If you find yourself in a dispute with another user of the Services or a third party, we encourage you to contact the other party and try to resolve the dispute amicably. You hereby release RexChanger from any claims, demands, and damages arising out of disputes with other Users or third parties.

Warranties.

YOU UNDERSTAND AND AGREE THAT WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO REXCHANGER, GEAR RENTED THROUGH REXCHANGER, OR ANY OTHER SOFTWARE REFERENCED IN THIS AGREEMENT, ALL OF WHICH ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY, COMPLETENESS, SECURITY, COMPATIBILITY, RELIABILITY, OR OTHERWISE, WITH RESPECT TO ALL SUCH SOFTWARE OR GEAR.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHERS AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF REXCHANGER, INCLUDING, BUT NOT LIMITED TO, ANY TRAILBLAZERS OR ADVENTURERS. YOU UNDERSTAND THAT WE DO NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF REXCHANGER. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF REXCHANGER OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF REXCHANGER. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF REXCHANGER AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF OUR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY TRAILBLAZERS OR ADVENTURERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY US.

BECAUSE WE ARE NOT INVOLVED IN THE ACTUAL CONTACT BETWEEN USERS OR IN THE CONSUMMATION OF RENTALS, IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE US (AND OUR OFFICERS, DIRECTORS, AGENTS, INVESTORS, SUBSIDIARIES, AND EMPLOYEES) FROM AND ALL CLAIMS, DEMANDS, OR DAMAGES (ACTUAL OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. WE EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN USERS.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF REXCHANGER, ITS RENTAL LISTINGS, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF THE SERVICES, WHETHER IN PERSON OR ONLINE, REMAINS WITH YOU. THE REXCHANGER PARTIES WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY RENTAL CONTRACT, FROM THE USE OF OR INABILITY TO USE THE SERVICES, FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF REXCHANGER, OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF REXCHANGER OR FROM ITS RENTAL LISTINGS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE

BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT AND YOUR USE OF REXCHANGER, INCLUDING, BUT NOT LIMITED TO, FROM ITS RENTAL LISTINGS OR FROM THE USE OF OR INABILITY TO USE REXCHANGER OR IN CONNECTION WITH ANY INTERACTIONS WITH ANY OTHER USERS OF REXCHANGER, EXCEED THE LOWER OF: (1) AMOUNTS YOU HAVE PAID OR OWE FOR YOUR RENTALS IN THE ONE (1) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY; OR (2) \$2000.

Choice of Law. This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the State of Utah, and the federal laws of the United States, without regard to conflict of laws principles. You waive any objection based on lack of jurisdiction, place or residence, improper venue, or forum non conveniens in any such action.

Your relationship with Us. Except as set forth herein, nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a partnership, franchise, agency, joint venture, or formal business entity of any kind or create a fiduciary or similar relationship with us.

RexChanger Damage Coverage Terms of Use & Conditions (terms applicable to an Adventurer purchasing damage protection)

Overview of How it Works

Here's how the damage coverage works for rentals of equipment not to exceed value of \$2,000 or less are covered by damage coverage.

- At listing, the Trailblazer can select option to apply the protection policy at 7.5% cost of the rental price. If the Trailblazer elects to require coverage for their equipment, coverage will be applied to the total listing price
- at checkout, if the Trailblazer applied the protection plan, the Adventurer will be notified that the protection plan is included in the price
- At checkout, if the Trailblazer did not apply the protection plan, the Adventurer has the option to purchase the protection plan.
- If the Trailblazer and Adventurer do not select the option of the protection plan, RexChanger will be relieved of any responsibility or liability for any damages to rented equipment.
- In the event of an incident, claims are submitted to and processed by RexChanger. RexChanger will pay for the repair, reimbursement, or replacement of the equipment at current market value determined by RexChanger in its sole discretion.

RPC Damage Coverage Pricing

Deductibles are established based on current market value. Current market value will be determined by RexChanger in its sole discretion using various pricing information available at the time of value determination for any damaged rental equipment.

How RexChanger Damage Coverage Works: Step-by-Step

1. **Request:** Adventurer selects Gear on RexChanger, enters payment method and chooses to purchase RexChanger Damage Coverage for equipment at 7.5% of rental cost. Which provides protection up to the maximum of \$2000
2. **Acceptance:** Trailblazer accepts rental request.
3. **Adding Additional Rentals to a Policy:** Each piece of equipment listed or rented will require the selection of the protection policy to be covered. This means that if you add additional equipment to your listing or rental you must select the protection policy to ensure coverage.
4. **Charge:** Once the Trailblazer accepts the protection policy, the cost of the policy is included in the rental price. If the Trailblazer does not select the option, the Adventurer has the option to purchase the protection policy. If the protection policy is purchased by the Adventurer, the price will be listed in the cost of the rental
5. **Pickup and Inspection:** Upon pickup of the gear, the Adventurer and the Trailblazer must inspect all items to ensure that they are in good working order. In addition, they must comply with the rental RexChangers rental process by taking a picture of the equipment being rented and picked-up. By accepting the equipment and taking it into the Adventurers custody, the Adventurer accepts terms of rental agreement and that the Adventurer has received the gear in good condition. If the Adventurer finds that the equipment, they received is not in good condition they must report the discrepancy to the Trailblazer and to RexChanger within two hours of picking up the equipment.
6. **Claims:** Claims for damage to equipment must be appropriately documented and reported to RexChanger within four hours of discovery. Undue delay will disqualify any claims from coverage. Claims reported within two hours following pickup and inspection are presumptively the responsibility of the Trailblazer for which no coverage will be available. In such events the Adventurer may return the gear for a full refund and the Trailblazer will forfeit the rental payment.

RexChanger Trailblazer Guarantee Terms & Conditions (terms to help a Trailblazer feel more comfortable in renting gear because of the coverage offered)

Trailblazers may benefit from the RexChanger Guarantee program, which is subject to these terms and conditions (the "Trailblazer Guarantee Terms"). The Trailblazers Guarantee Terms apply in addition to RexChanger's Terms of Use (the "RexChanger Terms").

You as a Trailblazer will be covered by RPC the RexChanger Damage Protection Policy with respect to any Rental of Gear by approving Rental Request and agreeing to these Trailblazer Guarantee Terms for the applicable Rental Request.

If an incident occurs and your claim is approved, RexChanger agrees to pay you, as a Trailblazer, current market value of any Covered Gear, subject to a Covered Loss, subject to the limitations and exclusions and conditions in the Trailblazer Guarantee Terms.

You must comply with all the requirements and conditions in these Trailblazer Guarantee Terms in order to be eligible to receive any payments for Covered Losses. Your failure to fully comply will prevent your recovery for any Covered Loss. Please carefully review the definitions of

“Covered Loss” and “Covered Gear” below so that you may identify and protect property not covered by the RexChanger Trailblazer Guarantee.

You agree to use your best efforts to communicate with the Responsible Adventurer (as defined below) as soon as you have knowledge of a Covered Loss. You must notify RexChanger as well as the Responsible Adventurer about your complaint and attempt to resolve the loss or damage with the Responsible Adventurer within 48 hours of the expiration of the Rental Period. You must fulfill this obligation before submitting a Covered Loss Claim.

You agree to promptly file: (a) a police report for theft of the Covered Gear, and (b) a claim under any insurance policy you hold for the Covered Gear. You must fulfill these obligations before submitting a Covered Loss Claim.

You agree that any amounts payable to you under the RexChanger Trailblazer Guarantee will be reduced by the amounts you have already collected for the same Covered Losses from a source other than the RexChanger Trailblazer Guarantee, including without limitation: (i) amounts received under an insurance policy, guarantee or indemnity; or (ii) payment directly by the Responsible Adventurer, or other party or an insurer or guarantor of such party.

Key Defined Terms

The following capitalized terms shall have the following meanings:

“Covered Gear” means Gear rented to an Adventurer under a Rental Contract offered in a Rental Listing where the Trailblazer has opted in to the RexChanger Trailblazer Guarantee with respect to such Gear. The Value for any Covered Gear, per rental, or per incident, will in no event exceed \$2,000 for purposes of payment under the RexChanger Trailblazer Guarantee.

“Covered Loss” means a Renter’s failure to return Covered Gear after expiration of the applicable Rental Period, but only after such Adventurer either (a) fails to respond to repeat written communications regarding such Adventurer’s failure to return Covered Gear, or (B) responds to a Trailblazer’s communications regarding such Adventurer’s failure to return Covered Gear with an explicit refusal to either return the Covered Gear or reimburse the Trailblazer for the Value of Covered Gear.

“Covered Loss Claim” means the form found in RexChanger application

“Excluded Losses” has the meaning set forth below.

“Ordinary Wear and Tear” means the deterioration in the condition of Gear that occurs under normal use and conditions.

“Rental Request” means a request from an Adventurer to rent a Trailblazer’s equipment after the Effective Date.

“Required Information” means any information reasonably requested by RexChanger regarding a Covered Loss, including, without limitation:

- The make, model, and serial number of the Covered Gear;

- All transcripts of written communications between the Trailblazer and the Responsible Adventurer;
- A written summary by the Trailblazer of the events before and after the Covered Loss;
- Proof that Trailblazer filed a police report and an insurance claim (if applicable) for the Covered Loss; and
- The contact information of no fewer than three (3) references who will attest to the Trailblazer's trustworthiness.

"Responsible Adventurer" means the Adventurer who rented Covered Gear subject to a Covered Loss.

"Value" means the cost to replace Covered Gear that is lost due to a Covered Loss, measured on the date of occurrence of such Covered Loss, with a reasonable deduction for depreciation. The Value for any Covered Gear will in no event exceed \$2,000.

Limitations and Exclusions

The RexChanger Trailblazer Guarantee applies to Covered Losses only and does not apply to any of the following ("Excluded Losses"):

Any damage to or destruction of Covered Gear, including but not limited to any Ordinary Wear and Tear;

Covered Gear that is returned to the Trailblazer late, provided that such Covered Gear is returned before the Trailblazer makes a valid Guarantee Claim pursuant to these Trailblazer Guarantee Terms.

Covered Gear that has received the same Covered Losses from a source other than the RexChanger Trailblazer Guarantee, including without limitation: (i) amounts received under an insurance policy, guarantee or indemnity; (ii) a security deposit; or (iii) payment directly by the Responsible Adventurer, or other party or an insurer or guarantor of such party.

Conditions to the RexChanger Trailblazer Guarantee

In order to be eligible to obtain payment under these Trailblazer Guarantee Terms, you must fully comply with each of the following conditions. Your failure to fully comply will prevent your recovery under the RexChanger Trailblazer Guarantee. In all cases, the onus will be upon you to demonstrate that you have complied with the following conditions.

- You must have incurred Covered Losses.
- You must have complied with the RexChanger Terms.
- You must have attempted to contact the Responsible Adventurer within 48 hours following the expiration of the applicable Rental Period for the Covered Gear.
- You must have promptly filed a police report for a theft of the Covered Gear and share a copy of that report with RexChanger.
- You must have promptly filed a claim under any applicable insurance policy you hold for the Covered Gear.
- You must engage in at least one (1) conversation (either in person or by phone) with RexChanger staff or agents regarding the facts and circumstances of the Covered Loss.

- You must notify RexChanger via the application under the Problem Button via the rental listing and provide all Required Information to RexChanger.
- You must prove to RexChanger, in RexChanger's reasonable discretion, that you did not assist the Responsible Adventurer in connection with the Covered Loss.

Disposition of Trailblazer Payment Requests

RexChanger will complete its processing of any RexChanger Covered Loss Claim that you file within a reasonable period following the date you have (a) completed and filed an RexChanger Trailblazer Guarantee Payment Request Form, and (b) provided RexChanger with all Required Information. In any event, we will use commercially reasonable efforts to complete processing of your RexChanger Covered Loss Claim within thirty (30) days after our receipt of such documents and information. If you receive an Approved Payment Request (as defined below), then as a condition to payment to you under the RexChanger Trailblazer Guarantee, you will be required to execute and deliver to RexChanger the "Settlement Agreement and Release", which includes your agreement:

to assign to RexChanger or its designee(s) full right, title, and interest in the Covered Gear subject to a Covered Loss and any rights and remedies you may have to recover amounts paid to you with respect to an Approved Payment Request (defined below) from the Responsible Adventurer or from any other party that is financially responsible for the Approved Payment Request (including reasonable attorneys' fees and costs to recover such amounts);

to release and hold harmless RexChanger and all officers, directors, employees, contractors and agents of RexChanger from any further liability or obligations with respect to the facts and circumstances of the matters and incident set forth in the Covered Loss Claim;

if requested, to treat as "confidential information" the amount of any payment made under the RexChanger Trailblazer Guarantee as well as the facts and circumstances of the Covered;

to refrain from disparaging RexChanger or making any negative public comments regarding RexChanger.