

Leazzer Terms of Use

As Amended July 15, 2016

The following Terms of Use (the “Terms”) shall apply when Users view, use, or make purchases through Company Services. Please review the Terms carefully. By accessing or using the Services, you signify your agreement to these Terms. If you do not agree to these Terms, you may not access Leazzer Services. These Terms shall include Leazzer’s Privacy Policy, which is incorporated by reference in these Terms.

Definitions

- A. “Leazzer” and “Company” shall refer to the company SGW Investments, LLC a limited liability company d/b/a Leazzer, organized under the laws of Texas, which provides a peer-to-peer, business-to-peer, business-to-business, and peer-to-business Internet-based platform to rent consumer goods and services;
- B. “User” shall refer to any person or entity accessing, using, viewing, or renting through Leazzer Services;
- C. “Peer User” shall refer to any person who wishes to rent their consumer goods or services, or rent others’ consumer goods or services;
- D. “Business User” shall refer to any business who wishes to rent their consumer goods or services, rent others’ consumer goods or services, or rent out other peers’ or business’ consumer goods or services;
- E. “Terms” shall collectively refer to these Terms of Service inclusive of the Copyright Policy, and the linked Privacy Policy; and
- F. “Services” shall collectively refer to all services offered by Leazzer including, but not limited to, access to its website and mobile application, online products and services, services from Peer and Business Users, downloadable products, any and all services, and ability to rent consumer goods and services.

Changes to Terms of Service and Notices

Leazzer may modify the Terms at any time, under its discretion. Should there be any material changes to the Terms, Users shall be notified with a one (1) month notice prior to the effective date of the new terms. It shall be posted on Services and on the Company mobile application if applicable. At the beginning of each set of Terms, the effective date shall be posted. Users agree the continued access of Services after the effective date, warrants their acceptance to the modifications.

Special Notices

Users are solely responsible for understanding all the laws in all the jurisdictions in which they reside and offer services. Some jurisdictions have laws with restrictions on rental of certain facilities or accepting guests. This may include restrictions as to zoning, permits, or an absolute prohibition. Users are solely responsible for any fees or punishments incurred, and shall not hold Company liable under any circumstances.

Leazzer Services Overview

Leazzer is an internet-based platform that allows peer-to-peer, business-to-peer, business-to-business, and peer-to-business rental of consumer goods and services. Leazzer operates a website and mobile application that allows Users to list their goods to be rented by other Users. Leazzer does not rent these items, but acts as a technological intermediary to connect Users who need certain goods for a specified period of time with other Users who own such items and are willing to rent them to other Users.

Service Eligibility

In order to use Services, with the exception below, Users must be 18 years old, or older, and have the requisite power and authority to accept these Terms. If one is under 18 years of age, such person is strictly prohibited from using Services. People, businesses, or otherwise, may not access Services if they have been previously banned from Services. If you are using Services on behalf of a company, entity, or organization, then you represent and warrant you are: an authorized representative of such organization; have the requisite authority to bind the organization to these Terms; and agree to be bound by these Terms on behalf of such organization.

1. **Vehicle Exception to Service Eligibility.** Leazzer has a differing age policy when its Services are used by Users to rent, or rent out, motor vehicles. The primary renter of the vehicle must be 25 years old, or older. Certain vehicles, which are determined from time to time by Leazzer, may not be rented out by young persons. These are subject to change at the sole discretion of Leazzer, may include, but are not limited to, Luxury, Specialty Minivans, Passengers Vans, Full-Size SUVs, and Premium SUVs. Users shall be aware that some jurisdictions have in place differing age limits for motor vehicle rental and Leazzer fully defers and adheres to local regulations where applicable. Leazzer reserves the right to refuse the right to allow the rental of a vehicle at its own discretion.

Service Permission

Leazzer grants Users permission to use Services subject to all restrictions set out in these Terms. Use of Services is at User's own risk, including the risk of exposure to offensive, indecent, inaccurate, objectionable, or otherwise inappropriate content.

Service Availability

Leazzer provides Services to Users, and Services may be interrupted, suspended, un-

secure, modified, updated, discontinued, or unavailable in particular locations. This may happen without notice from Company, and Company shall not be held liable for any problems regarding Services availability. Currently, Leazzer offers its mobile application on multiple mobile device application platforms.

User Accounts

Users must create an account on Company's Services (the "User Account") and provide personal information for its creation. Business Users may be required to enter more information than Peer Users. For details on information collected in the creation of a Leazzer User Account, please see Leazzer's Privacy Policy located on its website. The ability to post goods or services for rent takes place in Users' accounts. Also, Users will have the ability to read other Member profiles, and post ratings regarding their rental of goods and services. Users are solely responsible for remembering and maintaining the security of their User names and passwords. Should any User fail to remember their username or password, they are able to enter their e-mail address in order to receive their username and reset their password. User must notify Leazzer of any unauthorized access to User Accounts.

Leazzer may suspend, terminate, modify, or delete User Accounts, with or without notice, to Users, at any time and for any reason. Users are required to provide complete and accurate information in the creation of their User Accounts. Users are expressly prohibited from creating names with false information, false names, false business names, or creating multiple User Accounts. Through the registration of a User account, Leazzer may request a consumer report from Users from a Consumer Reporting Agency.

Users may delete their Account, Account Content, and all other Account information, at any time, by sending an email to Leazzer to the address below with the following subject line:

To: admin@leazzer.com

Subject: User Account Termination

Communication and Data Retention

Users may receive emails from Company and other Users regarding communications in connection with Leazzer Services. Leazzer, may collect highly sensitive information ("HSI") including but not limited to: User financial information (indirectly via third party processing companies), email addresses, passwords, and usernames. Further information regarding HSI may be found in the Privacy Policy. Leazzer will keep HSI for the shortest possible duration that is reasonably necessary in order to carry out the task for which it was collected. Furthermore, any and all data and communications shall be retained to minimally meet any applicable legal or ethical reporting or document retention requirements.

Leazzer Intellectual Property

Leazzer owns all intellectual property connected to Services, including but not limited to its website, applications, or otherwise. This shall include visual interfaces, graphic design, website design, logo, application development, interactive features, compilation, technological code, software, Company hardware, and any method of compiling or analyzing Users' Content. This shall be considered Company intellectual property, which is protected worldwide by copyrights, trademarks, trade secrets, and any other applicable intellectual property rights. These rights shall apply to property now existing or that which is created in the future by Leazzer. User may not copy, reproduce, distribute, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of Company content on Services. Such unauthorized use may violate copyright, trademark, and communication regulations.

Leazzer shall be able to use any ideas or suggestions made by Users in their Company Services, if Company chooses to do so. User is not entitled to any remuneration of any kind, under any circumstances, for such information. Any submitted suggestion shall provide Leazzer with complete ownership and any intellectual property rights arising therefrom. Leazzer shall be entitled to unrestrictive use of such information.

Privacy Policy

By using Company Services, Users hereby agree to the Leazzer's Privacy Policy which may be found on the Company's website.

Copyright Policy

The following Copyright Policy (the "Policy") explains how Leazzer respects the intellectual property rights (the "IP Rights") of others and describes Leazzer's policy concerning rules and regulations of its Company and Services. If anyone believes their IP Rights have been infringed, please contact Leazzer with contact information found in the Contact Information Section located at the end of this Policy.

- A. Changes to Policy. Leazzer may modify this Policy at any time, under its discretion. Should there be any material changes to the Policy, Users shall be notified with a seven (7) day notice prior to the effective date of the new policy. It shall be posted on Services and on the Company mobile application. At the beginning of each set of Policies, the effective date shall be posted. Users agree the continued access of Services after the effective date, warrants their acceptance to the modifications.
- B. Prohibitions. Leazzer prohibits Users from uploading, posting, transmitting, or otherwise making available, any content that violates any IP Rights of any person, company, or otherwise. This prohibition shall apply to any of Company Services including websites, web pages, applications, widgets, blogs, social networks, or otherwise. Any violations of US Copyright Law, shall subject offenders to its penalties to the fullest extent allowed under law. Leazzer reserves the right to

terminate any User who is in violation of IP Rights of other users, persons, company, or otherwise. Leazzer requests Users adhere to these same policies. Pursuant to the Digital Millennium Copyright Act of 1998 (17 U.S.C. § 512) (the “DMCA”) and US Copyright Law. Leazzer may terminate Users’ access to Services, and use thereof, if Company deems User is repeatedly infringing the IP Rights of another User, person, company, or otherwise. Leazzer is not responsible for any errors in web based material and shall not be liable for any damages arising from the use of such material found on Leazzer’s website.

C. DMCA. The DMCA and US Copyright Law provides the framework for owners of IP Rights who believe their material that is appearing in public infringes their IP Rights under US Copyright Law. It is Leazzer’s policy to respond to all notices and counter-notices that are in conformity with the requirements under 17 U.S.C. § 512(c)(3)). Notices and counter-notices must meet the then-current statutory requirements imposed under the DMCA. Please visit www.copyright.gov for up to date details of current DMCA legislation.

a. Take-Down Notices. If one believes their IP Rights have been infringed upon by any materials in Leazzer’s Services, such person may submit a notification pursuant to the DMCA (17 U.S.C. §512(c)(3)) by sending a properly formatted take-down notice to Company at the address in Contact Information Section. Please include all required information, including:

- i. The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner’s behalf;
- ii. In sufficient detail, provide the copyrighted work that you claim has been infringed. If multiple copyrighted works on the websites are covered by a single notification, you may provide a representative list of such works on the websites; however, the representative list must still contain sufficient detail of the copyrighted works so that we can identify them;
- iii. The URL or other specific location on the websites that contain the material that you claim to be infringing your copyright. You must provide us with reasonably sufficient information to enable us to locate the alleged infringing material, so that we can comply with your request to remove or deny access;
- iv. Your name, address, telephone number, and email address;
- v. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that you swear under penalty of perjury that the information contained in your notification is accurate and that you are the copyright owner or that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

b. Response to Take-Down Notices. Leazzer shall take response to such

DMCA notice, and will make a good faith attempt to contact any party believed to have infringed the IP Rights of another. DMCA infringement notices may be forwarded to the party who originally made the alleged infringing content available on Services.

c. Counter-Notices. If you believe in good faith that your own copyrighted material has been removed from Services as a result of a mistake or misidentification, you may submit a written counter notification letter to Company pursuant to the DMCA (17 U.S.C. 512(g)(2-3)). If a counter-notice is received by Leazzer, Company may send a copy of such counter-notice to the original complaining party that Company may reinstate the removed content. Unless the alleged IP Rights holder files a court action against the party that provided the counter-notice, the removed content may be reinstated on Company's Services. Counter-Notices require the following information:

- i. Your physical or electronic signature;
- ii. Identification of the material that has been removed or disabled, and the location at which the material appeared before it was removed or 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;
- iv. Your name, address and telephone number; and
- v. A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, that you consent to the jurisdiction of the United States District Court for the Western District of Texas and a statement that you will accept service of process from the party, or party's agent, that filed the notification of alleged copyright infringement.

D. Contact Information. Should you require any further information regarding these policies, please contact:

Leazzer
9900 Spectrum Dr.
Austin, TX, 78717
832-381-0817

Email: admin@leazzer.com
Subject: "Copyright Policy – DMCA Notification"

This contact information is for DMCA purposes only. Any other inquiries to the DMCA Agent will not be answered. Any material misrepresentations regarding

copyright violations may subject complainant to court costs and attorney fees.

Prohibited Conduct

User hereby agrees, while using Services, certain restrictions exist concerning which type of transactions Users may engage in with other Users on Company Services. All of the following transactions are expressly disallowed on Company's Services. If Users are found to be conducting any of the following transactions, all User accounts associated with the transaction will be immediately deleted, and User may face any and all criminal and civil penalties applicable to the illegal transaction. The following Services are strictly not allowed on Services:

- A. Any transaction that involves a violation of any and all federal, state, county, local, or municipality law;
- B. Under no circumstances may a User contract with another User for the delivery of alcohol, even if both Users are above the legal age in the jurisdiction(s) in which the transaction takes place;
- C. Under no circumstances are Services to be used by one User to contract with another User that involves in any way whatsoever, any minor User or minor third party to obtain access to alcohol;
- D. Under no circumstances are Services to be used by one User to contract with another User in such a way that involves the purchase, use, delivery, or otherwise, of any illegal substance, including any controlled substance, street drug, narcotics, prescription drug (even with a prescription), or otherwise;
- E. Under no circumstances may Users contract with other users in any way that could be considered dating, or any similar service or act;
- F. Under no circumstances may Users contract with other Users in any way that would be construed as prostitution, or for the transaction of providing sexual acts or favors for any payment or bargained for exchange of any kind;
- G. Under no circumstances may Users contact with other Users in any way that involves the use, rental, or otherwise, of anything that can be defined, described, or used as a weapon; and
- H. Under no circumstances are Users permitted to contract with other Users for professional services, examples include but are not limited to: accounting, legal, or medical services.

Users hereby agrees not to post or upload any of the following prohibited Content:

- A. Content known by User to be false, misleading, or Content that encourages or promotes illegal activity;
- B. Content that is abusive, threatening, obscene, defamatory, or libelous;
- C. Content that harasses any other User, person, business, or person, in any way;
- D. Content that violates another person's intellectual property rights;
- E. Content that solicits any private information, including passwords, or personal identification information;
- F. Content that is offensive to any User, person, or business, including, but not

- limited to: racism, bigotry, hatred, physical harm of any kind against any group, minority, or individual;
- G. Content promoting any business venture of the User, person, business, or otherwise;
 - H. Content used to solicit information from minors or other protected classes;
 - I. Content involving the transmission of junk mail, chain letters, or unsolicited mass mailing; or
 - J. Content displaying obscene, pornographic, or sexually explicitly material, of any kind.

User hereby agrees, while using Services, not to commit any of the following actions:

- A. Upload content or any information that could damage, disable, overburden, or impair any of Leazzer's servers or networks;
- B. Attempt to gain any unauthorized access to other Users' account, Leazzer computer networks, systems or infrastructure, by any means;
- C. Attempt to gain access to other Users' accounts, for any reason;
- D. Use data mining, robots, or other data gathering devices on or through Services;
- E. Frame or link to the Services without express permission;
- F. Attempt in any way to reverse engineer, decompile, interrupt, or disassemble, any part of Services or its security features;
- G. Modify, distribute, reproduce, copy, adapt, or create any derivative work in any way, of Service;
- H. In any way restrict other Users or persons from gaining access or creating accounts;
- I. Use any technology or tool that automatically retrieves, alters, or combines Company content or Services;
- J. Reverse engineer any content, Services, website, or application of Company and its Users;
- K. Breach Leazzer rights regarding intellectual property rights, or otherwise; or
- L. Use the Services or content to transmit any computer viruses, Trojan horses, worms, or otherwise, that could potentially cause any damage to software or hardware of Users or Company.

Member Conduct, Safety, and Suggestions

Leazzer encourages its Users to practice safe and reasonable procedures when carrying out transaction on its Services. Leazzer wishes to ensure its Users are kept safe, and its services remain professional. Therefore, Leazzer strongly suggests that Users:

- A. While using Company Services online:
 - a. Do not violate any terms under Prohibited Conduct;
 - b. Be respectful to other Users;
 - c. Practice proper language;
 - d. Practice appropriate behavior;
 - e. Do not harass other Users; and

- f. Do not act in any way that could be considered offensive.

B. When Meeting someone in person:

- a. Meet in a public place such as a café, restaurant, or shopping center;
- b. Do not meet in a secluded place;
- c. Meet in a safe place;
- d. Do not meet someone at your home;
- e. Inform a relative or friend of the meeting place, time, and expected time of return;
- f. Take a cell phone with you;
- g. Do not meet others alone;
- h. Do not meet others at night;
- i. Take extra precaution when renting items of high value; and
- j. Trust your instincts.

For more information, please visit: <http://www.staysafeonline.org>

Users are strongly encouraged to take “before and after” pictures of any product or place rented through Leazzer, or any other reliable form of documentation of the condition of rented items through Leazzer Services. When taking “before and after” photos, Leazzer strongly encourages Users to use a smartphone, digital camera, or other similar device that utilizes date stamping on the photos.

Reporting Misconduct

Should any User feel any level of dissatisfaction with any rental through Leazzer, including but not limited to all provisions in Prohibited Conduct above, has the right to, and where necessary, encouraged to contact the relevant law enforcement authority. If such action is taken, Users are further encouraged to provide any legal documentation to Leazzer. However, all duties and responsibilities regarding any investigation and punishment are wholly outside Leazzer’s control and obligation.

Purchases and Payment Processing/Fees

All payments between Users and Users for goods and services rented shall be paid through a third-party processor PayPal, Stripe, Google Pay, Apple Pay (the “Third Party Payment Processors”). Leazzer reserves the right to add or remove alternative payment processing services in the future. Third Party Payment Processors charge their own fees separate of that from Leazzer. For their fees and Terms of Service, please visit the relevant Third Party Payment Processor website.

Leazzer Fee

Leazzer charges a commission from each transaction between Users. Such transaction fee shall be made at the sole discretion of Company, and shall be subject to change. Currently, Leazzer charges a flat fee of fifteen percent (15%) of the total rental price of

each User to User transaction. Users are free to set their own rates.

Customer Dissatisfaction Process

As previously mentioned, Users will have the ability to rate their experiences with other Users on Leazzer's Services. This will be in the form of a one-click survey that allows the relevant User to rate the owner of the good or service rented and a comments section to enter text. These ratings will show on the owning Users' Account. This is currently the only process for customer dissatisfaction offered by Leazzer. As Leazzer merely acts as an intermediary, it does not offer any returns on its services, unless otherwise allowed by law. For returns, Users are encouraged to contact the owner from whom they rented the goods or service.

Vehicle Rental Disclosures

The following rules and regulations shall apply strictly to all Users who use Leazzer to rent motor vehicles:

1. Vehicle Rental and Personal Protection. All Users who rent out their vehicles and Users who rent vehicles are required to provide their own motor vehicle insurance coverage. This shall include comprehensive and collision protection for the vehicle, as well as liability insurance for bodily injury and property damage. Leazzer does not provide such coverage, and shall not be liable for any failure of a User to hold and retain such coverage.
2. User Responsibilities. Renting Users are solely responsible for any damage, losses, or other liabilities arising from the rental of the owners' vehicle, equipment, good, or service. Users hereby acknowledge they are primarily liable for such financial occurrences should they arise. Users are solely responsible for assessing their capabilities in any item they rent to use. Leazzer shall not be responsible should a User experience any loss, of any kind, due to the User's inability to properly use any rented good or service.
3. Vehicle Use. Users are only allowed to rent vehicles through Leazzer for personal use. Any other use is strictly prohibited. This involves using the car for transportation to work, or as a means of work (i.e. Uber and Lyft). Users must pickup and return the vehicle on time at the specified locations. Users are strictly required to use reasonable care and abide by all traffic laws of the jurisdiction in which they are in, or traveling through. Regardless of local laws, all Users are strictly required to use safety belts when using vehicles through Leazzer. Should Leazzer find any of these provisions are being violated, Leazzer reserves the right to cancel any rental at any time. Any misuse of any vehicle shall subject such User to all damages arising therefrom.
4. Insurance Coverage. It is Users' sole responsibility to ensure that whether they are renting, or renting out, that such vehicle will be covered under their insurance

policy. Leazzer accepts no responsibility for any failure of coverage due to the fact said vehicle is not covered when being used by Leazzer's Services.

5. Vehicle Condition. Owning users are strictly required to maintain up to date registration, insurance, and any applicable emissions or safety testing in their jurisdiction.
6. Reporting an Incident. Should any User, renting or owning, find any damage to any vehicle at any time, or encounter any accident or otherwise, they should immediately contact Leazzer at the specified contact information found at the bottom of these Terms and contact the vehicle owner. Users are required to contact the local police in the case of any accident. Users will need to use all reasonable efforts to secure evidence from any available witnesses and to provide Leazzer 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. Users are strictly required to cooperate in any investigations that are related to said accidents with any insurance company or claim administrators.
7. Stolen and Missing Vehicle. It is a felony in most states to steal, misplace, or not return a rented vehicle after the rental has expired. Users are strongly encouraged to research the relevant law in their jurisdiction should they have any questions. In the event a vehicle you have rented through Leazzer becomes missing, the renting Users must immediately return the key and any other information to the owning Users, and file a police report.
8. Owning User Maintenance. Any person who owns or has possession of a vehicle and rents it through Leazzer is strictly required to routinely check their vehicle and conduct any and all necessary maintenance to ensure the safe operation of the vehicle. All vehicles must continue to be in safe operable condition, and in compliance with any and all laws and regulations of the jurisdiction within which it is registered.

Limited Liability and Disclaimers

The following information applies to the maximum extent permitted under law. User rights are not limited beyond those they are rightfully entitled to. By using Company Services, Users hereby agree to the following Terms, and Users forfeit certain legal rights they may otherwise be entitled to you. If a User is uncertain of any of the following, it is suggested they consult a legal professional.

- A. Availability. Leazzer provides Services on an "as is" and "as available" basis for Users' use. Leazzer does not guarantee Services will be available in any location for any User, or that Services will always be available at any given time. Leazzer does not warrant Services will be uninterrupted, timely, error-free, or secure. Furthermore, it does not warrant any defects will be corrected.

- B. Security. Leazzer makes every effort to keep its Services, Content, website, and application secure. However, Leazzer does not guarantee its website or applications will be free from viruses or other harmful components. Leazzer accepts no liability for any loss, disruption, or damage incurred by Users to its data, computer, or software, that is a result of unauthorized access by any person who has caused a loss due to any data breach or hacking, even if such breach or hack was the mistake of Company. Users are responsible for taking their own precautions to ensure the electronic process employed for accessing Services, website, or application, does not expose them to the risk of viruses, malicious computer code, Trojan horses, worms, or otherwise, that may interfere, infect, or damage their computers, software, or data. Furthermore, Leazzer limited liability shall extend should any Company computer, server, or software malfunction, and cause any Users any of the aforementioned losses. Leazzer has taken precautions to prevent any malfunction, however User hereby agrees to accept full liability for any loss, of any kind, should they occur.
- C. Limited Liability Between Users. Company provides Services so Users may interact with other Users to rent goods and services, and it provides the platform and ability for User to conduct transactions with other Users. These transactions are in the form of services for hire on a project basis. These transactions are strictly between User and another User, and Company is not involved in the transaction. User hereby assumes all risk and liability in contracting services for hire with other Users on Company Services. User hereby agrees not to hold Company liable for any damage or loss arising out of the transaction with other User, including but not limited to, financial loss, future loss, or loss of business or opportunity. Company is expressly not liable in the event one User fails to pay other User for contracted service or transaction. Further, this liability disclaimer is to include any injury to body of any kind resulting from assault or battery, which arose from a transaction through Services, whether directly or indirectly occurring. If User engages in a transaction with another User for the service of carpooling, ridesharing, vehicle rental, or any other similarly construed service, User who chooses to ride with another User accepts any and all liabilities of doing so. Company does not check whether such driver's have a license, active motor insurance, whether it is active, or verifies such driver's personal driving record. User hereby agrees to release Company from all liability regarding any ridesharing transaction, and hold them harmless for any injury arising therefrom.
- D. Third Party Disclaimer. Users hereby agree to hold third parties solely liable for any and all claims regarding such transactions with third parties. Any products or services rented or otherwise acquired by a third party, are separate legal transactions solely between Users and the relevant third party, and in no way involve Company.
- E. Taxation of Services. Users are solely responsible for assessing their own tax liability under any and all applicable laws in their jurisdictions that occur as a

- result of using Leazzer Services. Company does not offer legal, or taxation advice. Users are required to obtain their own independent legal counsel or tax professional should they require these professional services. Should Users be liable for any taxes, it is Users' sole responsibility to assess and retain any amounts from the earnings off Company Services.
- F. Insurance Disclaimer. Because Leazzer acts as an intermediary, Company does not obtain any insurance on any equipment, services, or places for Users. Users are solely responsible for obtaining their own insurance for any foreseeable or unforeseeable circumstances that may arise from the rental of its good, service, or otherwise.
- G. Software Updates. Leazzer may make software updates to its mobile application at any given time. In order to use Services, Users may be obligated to download the updated version of the applications. Leazzer may choose to make downloading the updated version of the application a required precedent to continued use of Services. However, Leazzer makes no guarantees any subsequent version of an application will work on Users mobile phone or devices. Leazzer is expressly not liable for any loss incurred due to Users inability to use Services due to the inability to use an updated version of the mobile application on their specific mobile device.
- H. Third Party Transactions. Leazzer does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Company Service, hyperlink, website, or any of its applications. Users hereby agree to hold third parties solely liable for any and all claims regarding such transactions with third parties. Any products or services rented or otherwise acquired by a third party, are separate legal transactions solely between Users and the relevant third party, and in no way involve Company.
- I. Third Party Sites and Embedded Content. Services may contain links, and embedded content from, third party websites, as well as services not operated by Company. Leazzer does not control these services. Linked sites may be provided as a service to Users, and does not imply any endorsement of the activities or content of these sites, nor any association with its operators. Users assume any and all risks, known or unknown, now existing or existing in the future, by following a link to a linked site.
- J. Limited Liability. Users assume any and all risk associated with using Leazzer's website, application, or Services. Leazzer, its parents, subsidiaries, affiliates, owners, directors, officers, employees, licensors, distributors, subcontractors, sublicensees, independent contractors, and agents (collectively known as the "Company Parties") shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, or losses of any kind. These include without limitation, loss of profits, business, goodwill, use, data, or other intangible losses, whether based in contract, tort, negligence, strict liability,

or otherwise, which may be incurred in connection with the use, or inability to use, Services, including interruption, inaccuracy, error, or omission.

- K. Disclaimer. Leazzer expressly disclaims all warranties, express or implied, including but not limited to: implied warranties of merchantability; fitness for a particular purpose; non-infringement; warranties of title and accuracy; warranties regarding products and services offered by all businesses listed on Company's website; and warranties in the course of dealing, performance or usage of trade.
- L. Maximum Liability. Leazzer's maximum aggregate amount of liability for any loss or damage a User experiences in Company's content, Services, website, application, or otherwise, shall not exceed \$100 or the aggregated amount paid by Users for Company Services in the immediate preceding twelve (12) month period, whichever is lower.

Miscellaneous

- A. Class Action Waiver and Other Restrictions. Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between Users and Company alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Terms (including the "Continuation" provision below), and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall sever and continue.
- B. Indemnification. Users agree to indemnify, defend, and hold harmless, Leazzer and Company Parties, from and against all: claims; injuries; damages; obligations; losses; lawsuits; attorney fees; legal fees or filing fees from any and all claims or demands made by any party related to Users' use of Service, website, or applications; violations of these Terms, goods and services purchased; or misuse of User accounts. Leazzer reserves the right to execute the exclusive defense of any issues arising out of such indemnification. Users are expressly prohibited from settling such claims without the prior written Consent of Company.
- C. Independent Relationship. Users fully understand and accept in no way do these Terms, Services, or otherwise, create a joint venture, agency, partnership, or employment relationship with Company. Leazzer is not liable for any financial or other loss of Users in any way, on any transaction, under any circumstances. Users accept use of Leazzer's Services often involves financial exchange, and the Leazzer shall bear no liability or responsibility therefore.

D. Integration. Both parties agree these Terms are the complete and exclusive statement and the mutual understanding of the parties, and these Terms supersede and cancel all previous written and oral agreements and communications relating to the subject matter of these Terms. Any waivers or amendments shall be effective only if made in writing and signed by an agent of the respective parties authorized to bind the parties.

E. Severability. Leazzer's failure to exercise, delay in exercising, any privilege, any power or any rights hereunder will not operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of these Terms shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

F. Termination and Survival. If a User breaches Terms, or any part of the Terms, in any way, then Company may take action up to, and including, suspending Users' access to Services or prohibiting them from accessing Company website or application. Leazzer may take these actions without liability or notice to you. If a User's account is terminated due to a breach in the Terms, Users will not be entitled to any refund of any kind. Furthermore, Users can be barred from any future use of Services.

The following Sections of these Terms shall survive termination: Communication and Data Retention; Company Intellectual Property; Privacy Policy; Prohibited Conduct; Third Party Sites; Independent Relationship; Arbitration Agreement; Limited Liability and Disclaimers; Class Action Waiver and Other Restrictions; Indemnification; Exclusivity; Severability; Jurisdiction; Termination and Survival.

G. Arbitration Agreement. All claims and disputes arising under or relating to these Terms and Services are to be settled by binding arbitration in the State of Texas or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in commercial arbitration and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of diction.

H. Jurisdiction. These Terms of Use, and any dispute legal or otherwise arising from its implementation, shall be deemed to have been made in, and shall be construed

pursuant to the laws of the State of Texas. If any party brings a claim, parties hereby submit and consent to the personal and exclusive jurisdiction of the State of Texas.

- I. Notice to California Users. Under California Civil Code Section 1789.3, users of Company Services are entitled to the following contact information: The Complaint Assistance Unit of the Division of Consumer Services at the California Department of Consumer Affairs may be contacted in writing or by telephone at:

400 R Street, Suite 1080
Sacramento, California
95814
Telephone: (916) 445-1254, or (800) 952-5210

Contact Information

Leazzer
9900 Spectrum Dr.
Austin, TX, 78717
832-381-0817
admin@leazzer.com