

EQUIPMENT RENTAL PROMOTION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER.

This Equipment Rental Promotion Agreement (the "Agreement") is made by and between EQM, LLC DBA TecShares. (hereafter referred to as "TecShares", "we," "us," or "our"), a US Limited Liability Corporation, and you (hereafter referred to as "you," "your", "Supplier", "Vendor" or "Member") and is effective as of the date you submitted your online registration and checked the box indicating your acceptance of this Agreement.

WHEREAS, TecShares maintains www.TecShares.com and related subdomains, including, but not limited to, owner.TecShares.com (collectively, the "Site"), and performs marketing and related (booking) services for those seeking to supply Equipment to be rented out (a "Member") and users seeking to learn about Equipment for rent (a "Customer") and to, if they wish, (book) Rental Equipment by accepting the Rental Agreement and initiating the applicable payment (a "Booking") (our Site and such services, collectively, our "Services").

WHEREAS, you are requesting use of our Services as a Member to promote a specific Equipment rental or Equipment rentals (collectively, your "Inventory") in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MEMBER RESPONSIBILITIES, TERMS & CONDITIONS.

- a) Neutral Venue. Our Site is a venue that acts as an online marketplace for your Inventory, the inventory of other Members and for Customers to learn about inventory and, if they wish, to book an Equipment Rental. TecShares is not a broker, lender or seller. TecShares does not, under any circumstances, for compensation or valuable consideration, lease or offer to lease, rent or offer to rent, manage or offer to manage your Inventory. TecShares is not a party to any Booking or any other agreement you make with Customers. TecShares shall not, by reason of this Agreement or otherwise, be deemed to be your employee or agent. This Agreement does not create the relationship of principal and agent, partnership, or a joint venture between you and TecShares.
- b) Authority, Eligibility & Member Verification. You hereby represent, warrant and agree that personally and/or with respect to your Inventory, as applicable:
 - (1) you are at least 18 years of age;
 - (2) TecShares is authorized to screen you against third party databases or other sources and request reports from service providers, and may continue to do so from time to time in our sole discretion;
 - (3) TecShares may require you to submit identity and/or equipment ownership information;
 - (4) you are authorized to enter into this Agreement;
 - (5) you are authorized to transact with Rental Customers; and
 - (6) TecShares does not require the authorization, approval or acknowledgement of any other parties in order to perform our Services.
- c) TecShares Marketing Partners. Your Inventory will be displayed on our Site and the Web sites of our marketing partners, licensees and affiliates (collectively, our "Marketing Partners," and such sites our "Marketing Partners' Sites").
- d) Availability Calendar. You agree:
 - (1) that TecShares will not be required to contact you prior to confirming a Booking between you and a Rental Customer;
 - (2) to continually review the calendar(s) for your Inventory on the Site to ensure it accurately reflects all of your personal usage, maintenance and any other situation which would make your Inventory unavailable for Rental Customers; and
 - (3) that in the event of a double Booking or other schedule conflict due to your failure to update your availability calendar on the Site by either booking inventory for own use or notifying TecShares of changes to inventory status, you will honor the Booking that TecShares generated at the Total Rate advertised on our Site for such Booking.
- e) Rental Rates. TecShares' recommended rate plan for your Inventory, including, but not limited to, dynamic fluctuations based on market data and any applicable minimum rates, and all fees and taxes

(as to any specific Booking, the “Total Rate” and collectively, your “Rate Plan”) is subject to your approval. You understand and agree that you are solely responsible for determining your own tax reporting requirements. We cannot and do not offer tax advice to either Members or Rental Customers. You acknowledge that the Total Rate constitutes an essential part of a Booking and agree not to alter the Total Rate for any Rental Customer once accepted.

- f) Additional Inventory Information. Without limiting Sections 1.d, you acknowledge that it is your sole responsibility to ensure all pertinent information regarding your Inventory is updated on the Site including, without limitation, applicable fees, equipment details, applicable taxes, and any additional details that Rental Customers may require in order to rent your inventory.
- g) User Name and Password. You will select an internal site user and provide user details to TecShares as part of the registration process. The internal site user must log on to the Site at least every ninety (90) days to verify and update information regarding your Inventory. By logging on to the Site you confirm that every detail of your Inventory is valid and up-to-date. Failure to comply with this requirement will result in suspension of our Services. You are solely responsible for the confidentiality and use of your username and password. You must log off from your account at the end of each session on our Site and notify us immediately of any unauthorized use of your username and password or any other breach of security.
- h) Member Booking of own Inventory.
 - i) You may reserve “Book” your Inventory at any time via the Site provided that:
 - (1) your Inventory is available for the dates you wish to reserve;
 - (2) you comply with the terms of Section 1.d.
 - ii) Book your own inventory from the site through organization assigned internal site user
 - (1) select item
 - (2) choose date range for use
 - (3) following the checkout process. The system will recognize internal site user as the vendor of that equipment resulting in no charge for rental booking (see definition of terms “Member Booking”, “Internal site user”).
- i) Damage to Equipment. You understand that TecShares assumes no liability for any loss or damage resulting from Rental Customers who rent your Inventory through our Services.
- j) Core Equipment Standards. You acknowledge that THE EQUIPMENT IS IN GOOD WORKING ORDER AND THAT EQUIPMENT IS MAINTAINED ACCORDING TO THE ORIGINAL EQUIPMENT MANUFACTURE MAINTENANCE SCHEDULE. your Equipment must be safe, rent ready and as-advertised (collectively, the “Core Rental Standards”) for every Rental Customer. You agree that if your Inventory fails to meet the Core Equipment Standards the terms of Sections 3, 4 and 5 shall apply and that failure to consistently meet the Core Equipment Standards will result in suspension and/or termination of our Services.
- k) Customer Rental Agreement. Rental Customers will accept a Rental Agreement as a condition to a Booking. You agree that all documentation and information required to be accepted by a Rental Customer is described and referenced in your Rental Agreement prior to such Rental Agreement being presented to a Rental Customer. You agree that a Rental Customer will not, under any circumstances, be asked or required to sign any additional documentation, information, etc., beyond that which was detailed in the Rental Agreement originally accepted by the Rental Customer. If you refuse to honor the original Rental Agreement accepted by the Rental Customer, you agree to abide by the terms of Section 5.b. You agree that TecShares will not be responsible for collecting any additional signatures, approvals or authorizations from a Rental Customer after they have accepted a Rental Agreement.
- l) Rental Customer Identity Verification. User verification on the internet is difficult and we cannot, and do not, assume any responsibility for the confirmation of each Rental Customer’s purported identity, reputation, conduct, morality or criminal background.
- m) Inventory Display and Presentation. Our Site and our Marketing Partners’ Sites include Inventory from other Members. We need not adhere to a strict rotation system and may vary the frequency of display, and/or presentation of information pertaining to, your Inventory or the inventory of other Members, in our sole discretion, or for reasons including, without limitation:
 - (1) rental customer preferences for particular equipment age, model, features, or location;

- (2) availability, including as a result of your personal usage of your Inventory;
 - (3) restrictions placed upon the Inventory by you;
 - (4) the physical condition of the Inventory, including any instances of failure to meet the Core Equipment Standards; and/or
 - (5) any other factors affecting Rental Customer demand for, or desirability of, your Inventory.
- n) Rules and Restrictions. In connection with your use of our Services, you must act responsibly and exercise good judgment. TecShares reserves the right to suspend or cancel our Services for your Inventory or take other appropriate actions in its sole discretion in response to any inappropriate conduct, including, but not limited to, the conduct below or for no reason at all. Without limiting the foregoing, you agree not to:
- (1) violate any local, municipal, state, provincial, national, or other law or regulation, or any order of a court;
 - (2) violate any other private contractual commitments with respect to your Inventory;
 - (3) infringe the rights of any person or entity, including, without limitation, their intellectual property, privacy, publicity or contractual rights, including, without limitation, subleasing equipment without the rights to do so;
 - (4) interfere with or damage our Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
 - (5) use our Services to transmit, distribute, post or submit any information concerning any other person or entity, including, without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
 - (6) use our Services in connection with the distribution of unsolicited commercial email (“spam”) or advertisements unrelated to Equipment Rental;
 - (7) “stalk” or harass any other Member and/or Rental Customer or collect or store any information about any other Member and/or Rental Customer other than for purposes of transacting a Booking for your Inventory;
 - (8) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
 - (9) use automated scripts to collect information or otherwise interact with our Services;
 - (10) use our Services to find a Member or Customer and then complete the transaction outside of our Services in order to circumvent your obligation to pay for our Services;
 - (11) approve a Rate Plan for your Inventory that is misleading or that you do not intend to honor;
or
 - (12) advocate, encourage, or assist any third party in doing any of the foregoing
- 2) **TECSHARES FEES.**
- c) Booking Fees. TecShares charges a booking fee which is applied to all non-tax portions of the Total Rate for each Booking (the “Booking Fee”). Some optional services or functionality may incur additional fees as determined by TecShares and is at our sole discretion.
 - d) Processing Fee. The customer is charged a payment processing fee of 3% (plus a 2% surcharge for international payments outside of the United States) of the Total Rate for each rental (the “Processing Fee”, and collectively with the Booking Fee, (“TecShares Fees”) for processing of payments through our Platform.
 - e) TecShares Fee Payment Logistics. We will retain TecShares Fees directly from Customer payments, and/or, if needed, collect them from you per the terms of Section 3.
 - f) Changes to TecShares Fees. We reserve the right to modify TecShares Fees, or any other fee structure, at any time in accordance with this provision and Section 15.g. If we make changes to TecShares Fees, we will provide you with notice on the Site and by email at least thirty (30) days before the date they become effective. If you disagree with the revised TecShares Fees, you may terminate this Agreement with immediate effect. If you do not terminate your Agreement before the

date the revised TecShares Fees become effective, your continued use of our Services will constitute acceptance of the revised TecShares Fees.

3) GENERAL PAYMENT TERMS.

- c) TecShares shall be entitled to 30% of the Rental Proceeds ("Booking Fee"). The "Rental Proceeds" shall be calculated by multiplying the number of days booked by the rental amount for each day. Member shall be entitled to Rental Proceeds as defined above, less the Booking Fee and any expenses incurred on Member's behalf pursuant to this Agreement. Rental Proceeds payable to Member shall include sales tax of 8.25% collected from non-exempt customers. It is the responsibility of the Member to determine other applicable taxes and payment of taxes to the appropriate taxing authority. TecShares reserves the right to deduct from rental proceeds payable to Member any damages resulting from Member's failure to honor existing bookings as required by this Agreement. TecShares shall remit to Member the Rental Proceeds less the Booking Fee and any other deductions permitted under this Agreement by the 10th of each month for the previous month's rentals. Member agrees to carefully review all account statements upon receipt. If Member identifies any presumed errors or has any questions about a statement, Member shall notify TecShares of the error or question by the 28th day of the month in which the statement is sent.
- d) Collection Actions. We reserve the right to place your account on hold, suspend our Services and/or terminate this Agreement if you are overdue in paying us any amounts due. Declined, refused and/or returned payments may result in a \$50.00 service charge payable immediately. Notwithstanding anything else herein, if you fail to pay any amounts owed to us under this Agreement, we reserve the right, on our own or through a third-party collection agency, to initiate a collection action against you to recover such funds. In such event, you agree to pay all costs and expenses, including without limitation, reasonable attorneys' fees and other expenses, incurred by or on behalf of TecShares in connection with the collection action.

4) RENTAL CUSTOMER PAYMENTS, DISPUTES & REFUNDS

- c) Booking Policies. You acknowledge and agree to the following rescission, cancellation and damage policies associated with Bookings (the "Booking Policies"):
- (1) rental customers payments are not process until the booking has been confirmed. Upon confirmation by customer the payment is processed. Cancellation requests by customer following payment processing is subject to the terms as set out in the Refund Policy. Member acknowledges and agrees to be terms of the TecShares Refund Policy.
 - (2) In lieu of a Member offered Loss or Damage Waiver, Rental Customers will purchase a mandatory third party Loss or Damage insurance policy naming Member as additionally insured covering your equipment up to the casualty value (see definition of terms).
- d) Rental Customer Disputes. If your Inventory fails to meet the Core Equipment Standards, you authorize TecShares, as your marketplace Platform to make adjustments to the Total Rental Rate, up to and including a full refund, with all such determinations to be made in our sole discretion.
- e) Chargebacks and Reversals. Any payment by a Rental Customer is subject to the right of a credit cardholder to file a claim for a refund with their card issuer (a "Chargeback") or the right of a bank account owner to seek the return funds for a transaction that was funded (a "Reversal"). In the event of a Chargeback or Reversal, you acknowledge and agree that:
- (1) the rights of Chargeback and/or Reversal exist between the accountholders and their bank or card issuer, and the final determinations as to the applicability of these rights are ultimately made by the applicable issuing bank, card issuer, association or network, and/or the National Automated Clearing House Association;
 - (2) you are responsible for any Chargeback or Reversal of a payment, plus the applicable Chargeback and Reversal fees imposed, regardless of the reason for the Chargeback or Reversal; and
 - (3) we may, in our sole discretion, assist you to investigate and dispute the validity of the Chargeback on your behalf. You agree to cooperate with us, provide any information that may be reasonably requested by us, and hereby authorize us to share information about a

Chargeback with the Rental Customer, the Rental Customer's financial institution, and your financial institution in the course of investigating or mediating a Chargeback. You acknowledge that your failure to assist us in a timely manner when investigating a Chargeback may result in you losing the Chargeback dispute.

5) **MEMBER PAYOUTS & BOOKING CANCELLATIONS**

a) Member Payouts. Payout to a Member for a Booking (a "Payout") will be initiated on or before the 10th day of the month for the prior months rentals. The time it takes to receive a Payout may depend on the payment processor or receiving bank's processing schedule. You agree that:

- (1) your Payout for a Booking that is not cancelled will be the Total Rate less the Booking Fee and the Processing Fee;
- (2) for Bookings cancelled by a Rental Customer, your Payout will be the non-refundable portion of the Total Rate (as determined by the Booking Policies), less the applicable Booking Fee and Processing Fee for such amount;
- (3) your Payout may be delayed or canceled per the terms of Section 4, or for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation if deemed necessary in our sole discretion.

b) Member Cancellation of Booking. In the event that you need to cancel a Booking you agree that:

- (1) you will immediately notify TecShares of the cancellation;
- (2) we are authorized to return to the Rental Customer all funds paid on the Booking;
- (3) you will pay the total TecShares Fees we would have otherwise earned on the cancelled Booking (with the exception of Member cancellations due to circumstances beyond your control, including, but not limited to, natural disasters, as determined in our sole discretion); and
- (4) TecShares will not be liable in any capacity for any losses or expenses incurred by you or the Rental Customer related to your cancellation of a Booking.

6) **RIGHT TO SELL OTHER PRODUCTS, ADVERTISING & THIRD PARTY CONTENT.**

a) Right for TecShares to Sell Other Products. TecShares has the right to sell ancillary products and services, for a commission, to you, other Members and/or Rental Customers. You are not entitled to any commissions earned from the sale of these products or services.

b) Right of Member to Sell Other Services. Members have the right to sell ancillary services directly to customers of the Member. All other services are included in the "Total Rate" as described in section 2.c

c) Right to Display Advertising. Certain advertising information may be displayed on our Site and/or through our Services at our sole discretion. The display of advertising information shall not entitle you to any advertising fees or revenues from such advertising unless otherwise explicitly agreed to in writing by TecShares. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through our Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that TecShares shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers as a part of our Services.

d) Third Party Content. In using our Services, you may be exposed to content and information from other users or third parties ("Third Party Content"), either at our Site or through links to third party websites. We do not control, and shall have no responsibility for, Third Party Content, including material that may be unlawful, misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. You must evaluate the veracity of, and bear all risks associated with your exposure to, Third Party Content, including without limitation, profiles of other users of our Services.

7) **YOUR CONTENT, PRIVACY, RESTRICTIONS & USE THEREOF.**

a) Privacy Policy. Our privacy policy is available on the Site at <https://TecShares.com/privacy> (the "Privacy Policy") and is hereby incorporated by reference. You agree to abide by all terms set forth in the Privacy Policy. Please be aware that, even though we are not a party to any Booking and assume no liability for legal or regulatory compliance pertaining to rental equipment listed on the Site,

there may be circumstances where we are nevertheless legally obligated (as we may determine in our sole discretion) to provide information relating to your listing in order to comply with requests from governmental bodies in relation to investigations, litigation or administrative proceedings, and we may choose to comply with such obligations in our sole discretion.

- (1) No Obligation to Post Content. We have no obligation to post any content from you or anyone else. In addition, we may, in our sole discretion, edit, remove or delete any content that you post or submit.
 - b) You Grant Us a License. By submitting any content (including, without limitation, any photographs, videos, words, pictures, or symbols) to our Site, you hereby grant us a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce, display, perform, adapt, modify, sell, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created and for any purpose, subject to the Privacy Policy. You represent and warrant that you have sufficient rights to grant us this license.
 - c) Content Restrictions. You are solely responsible for any content that you submit, post or transmit via our Services. You may not post or submit any content that:
 - (1) infringes the copyright, trademark, or other intellectual property rights of any person;
 - (2) is defamatory;
 - (3) contains nudity or sexually explicit content, or is otherwise obscene;
 - (4) may disparage any ethnic, racial, sexual, religious, or other group by stereotypical depiction or otherwise;
 - (5) depicts individuals under 18 years of age;
 - (6) depicts or advocates the use of illicit drugs;
 - (7) makes use of offensive language or images;
 - (8) characterizes violence as acceptable, glamorous or desirable; or
 - (9) provides a link to any other website.
- 8) **TECSHARES'S PROPRIETARY RIGHTS.**
- a) Our Intellectual Property. Material on our Site (with the exception of third party content) is protected by rights of publicity, copyright, trademark, trade secret, and other proprietary rights and intellectual property laws as applicable. Except as expressly authorized by us, you may not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such material. "TecShares Equipment Rental Network" and "www.TecShares.com" are trademarks of TecShares protected by federal and state law; you agree not to use such marks for any purpose, including, without limitation, as metatags on other websites, in written materials or otherwise.
 - b) Your Use of Our Intellectual Property. You may not systematically retrieve data or other content from our Site 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. You may not display any portion of our Site in a frame (or any content from our Site through in-line links) without our prior written consent, which may be requested by contacting us at info@TecShares.com. You may, however, establish ordinary links to the homepage of our Site without our written permission, and you may make use of embedded HTML "widgets" if we have provided the HTML code.
 - c) Your Feedback. We welcome and encourage you to provide feedback, comments, and suggestions for improvements to our Services ("Feedback"). You may submit Feedback via the Site, by emailing us, in conversation with a TecShares employee, or otherwise. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.
- 9) **TERM, TERMINATION & SUSPENSION OF SERVICES.**
- a) TecShares Suspension or Termination. We may, in our sole discretion and without liability to you, with or without cause, for any reason or no reason at all, and with or without prior notice:
 - (1) suspend and/or terminate your access to our Services; or

- (2) modify or discontinue, temporarily or permanently, any portion of our Services.
- b) Member Termination. You may, at any time, cancel our Services for all, or a portion of, your Inventory by providing notification via email to billing@TecShares.com, in which case the terms of this Agreement shall apply to any Bookings confirmed prior to such notification.
 - c) Term. This Agreement shall be effective for one (1) year, at the end of which it will automatically and continuously renew for subsequent one (1) year terms until such time when you or TecShares terminate this Agreement in accordance with this Section 9.
 - d) Termination of this Agreement. This Agreement shall automatically terminate in the event that you or TecShares exercise your rights to terminate our Services for all of your Inventory per this Section 9.
- 10) LIMITATION OF LIABILITY.
- a) IN NO EVENT WILL TECSHARES, INC, OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS, AGENTS AND/OR EMPLOYEES (COLLECTIVELY, THE "TECSHARES GROUP"), OR ANY THIRD-PARTY PROVIDER OF A SERVICE OR TOOL OFFERED ON ANY SITE OF A MEMBER OF THE TECSHARES GROUP (EACH A "THIRDPARTY PROVIDER"), BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (A) OUR SERVICES, (B) THIS AGREEMENT, (C) ANY BREACH OF THIS AGREEMENT BY YOU OR A THIRD PARTY, (D) OUR SERVICES, (E) ANY USER-CONTRIBUTED CONTENT, (F) INTERACTION BETWEEN OUR SITE AND ANY THIRD PARTY SITE, INCLUDING WITHOUT LIMITATION A SOCIAL MEDIA SITE OR MARKETING PARTNERS' SITES, FACILITATED BY A TOOL OR SERVICE ON OUR SITE AND/OR (G) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR BOOKING, INCLUDING WITHOUT LIMITATION, ANY PAYMENT TRANSACTION (EVEN IF WE OR ANY THIRD PARTY PROVIDER RECEIVES A FEE IN CONNECTION THEREWITH) BETWEEN MEMBERS AND RENTAL CUSTOMERS, IN EACH CASE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.
 - b) IF YOU ARE DISSATISFIED WITH OUR SERVICES, YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US, ANY THIRD PARTY PROVIDER OR ANY USER OF THE SITE WITH RESPECT TO THIS AGREEMENT OR OUR SERVICES, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING OUR SERVICES. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY MEMBER OF THE TECSHARES GROUP, TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH OUR SERVICES IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAID TO US IN THE TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100.00 IN THE AGGREGATE FOR ALL CLAIMS.
- 11) DISCLAIMERS
- a) OUR SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE VIA OUR SERVICES OR ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR OUR SERVICES, THE CONTENT ON THE SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE, EVEN IF WE BECOME AWARE OF ANY SUCH BREACHES. FURTHER, WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. WE DO NOT

WARRANT THAT OUR SERVICES OR THE FUNCTIONS CONTAINED ON THE SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM THIS SITE IS NOT CONFIDENTIAL AND YOUR COMMUNICATIONS OR USER-CONTRIBUTED CONTENT MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS OR USER-CONTRIBUTED CONTENT TO US AND BY POSTING INFORMATION ON THE SITE, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND US OTHER THAN PURSUANT TO THIS AGREEMENT.

- b) YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT HOLD OR SEEK TO HOLD US OR ANY THIRD PARTY PROVIDER RESPONSIBLE FOR THE CONTENT PROVIDED BY ANY USER, INCLUDING, WITHOUT LIMITATION, ANY TRANSLATION THEREOF, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE ARE NOT A PARTY TO ANY BOOKING OR OTHER TRANSACTION BETWEEN MEMBERS AND RENTAL CUSTOMERS OR OTHER USERS OF THE SITE. WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE THE SAFETY OF ANY BOOKING.

12) RELEASE & INDEMNIFICATION

- a) IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN MEMBERS AND RENTAL CUSTOMERS REGARDING ANY TRANSACTION OR USER-CONTRIBUTED CONTENT) OR ANY THIRD PARTY PROVIDER OR ANY THIRD PARTY WEBSITE THAT MAY BE LINKED TO OR FROM OR OTHERWISE INTERACT WITH THE SITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE OR MARKETING PARTNERS' SITES, YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE EACH MEMBER OF THE TECSHARES GROUP, EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF OUR SERVICES.
- b) IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."
- c) YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD EACH MEMBER OF THE TECSHARES GROUP (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF YOUR USE OF OUR SERVICES OR OTHERWISE RELATING TO THE BUSINESS WE CONDUCT (INCLUDING, WITHOUT LIMITATION, ANY POTENTIAL OR ACTUAL COMMUNICATION, TRANSACTION OR DISPUTE BETWEEN YOU AND ANY RENTAL CUSTOMER, OTHER USER OR THIRD PARTY), ANY CONTENT POSTED BY YOU OR ON YOUR BEHALF OR POSTED BY OTHER USERS OF YOUR ACCOUNT TO THE SITE, ANY USE OF ANY TOOL OR SERVICE PROVIDED BY A THIRD PARTY PROVIDER, ANY USE OF A TOOL OR SERVICE OFFERED BY US THAT INTERACTS WITH A THIRD PARTY WEBSITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE OR MARKETING PARTNERS' SITES OR ANY BREACH BY YOU OF THIS AGREEMENT OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM.

- d) WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.
- 13) MEMBER DISPUTES & ARBITRATION
- a) TecShares' right to modify or amend this Agreement, in whole or in part, per Section 15.g below, does not apply to this "Member Disputes and Arbitration" section. The version of this "Member Disputes and Arbitration" section in effect on the date you last accepted this Agreement controls. TecShares is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section. You agree to give us an opportunity to resolve any disputes or claims relating in any way to our Services, any dealings with our customer agents, any services or products provided, any representations made by us, or our Privacy Policy ("Claims") by contacting us at legal@TecShares.com. If we are not able to resolve your Claims within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.
- b) Any and all Claims will be resolved by binding arbitration, rather than in court, except you may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us, our subsidiaries, Rental Customers, other users or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted this Agreement, regardless of whether prior versions of the Agreement required arbitration.
- c) There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce this Agreement as a court would.
- d) Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Arbitration Consumer Rules (together, the "AAA Rules"). Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this section. If your total Claims seek less than \$10,000, we will reimburse you for filing fees you pay to the AAA and will pay arbitrator's fees. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state where you live or at another mutually agreed upon location.
- e) By agreeing to arbitration under the AAA Rules, the parties agree, among other things, that the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive power to rule on any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim.
- f) To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to "TecShares Legal: Arbitration Claim Manager," at TecShares, 410 Pierce St., Houston, TX 77002. If we request arbitration against you, we will give you notice at the email address or street address you have provided. The AAA's rules and filing instructions are available at www.adr.org or by calling 1-800- 778-7879.
- g) Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration we each waive any right to a jury trial. The Federal Arbitration Act and federal arbitration law apply to this Agreement. An arbitration decision may be confirmed by any court with competent jurisdiction.
- 14) JURISDICTION. This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), AAA Rules, federal arbitration law, and for U.S. residents, the laws of the state in which you reside (as determined by the billing address you have provided us), without regard to conflict of laws principles. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law.
- 15) GENERAL.

- a) Entire Agreement. This Agreement constitutes the entire agreement between us and you with respect to the matters set forth herein, and supersedes any prior agreement between us and you with respect to your use of our Services. Headings in this Agreement are for reference only and do not limit the scope or extent of such section. In the event of any conflict between this Agreement and any other terms and conditions applicable to a product, tool or service offered via our Services, this Agreement shall prevail. If any portion of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Further, any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- b) Assignment. We may assign this Agreement in our sole discretion. Members must obtain our prior written consent to assign this Agreement, which may be granted or withheld by us in our sole discretion.
- c) Force Majeure. TecShares will not be responsible for delays, errors, failures to perform, interruptions or disruptions in our Services resulting from any act, omission or condition beyond our reasonable control, whether or not foreseeable or identified, including without limitation acts of God, labor strikes, lockouts, riots, acts of war, governmental regulations, fire, power failure, earthquakes, severe weather, floods or other natural disasters, hackers, or the failure of any third party's hardware, software or communications equipment or facilities.
- d) Effect of Waiver. No waiver of any breach of any term, covenant, agreement, restriction, or condition of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant, agreement, term, restriction, or condition of this Agreement. The consent or approval of either party to or of any action or matter requiring consent or approval shall not be deemed to waive or render unnecessary any consent to or approval of any subsequent or similar act or matter.
- e) Survival. Sections 2 (TecShares's Fees), 3 (General Payment Terms), 4 (Rental Customer Payments, Disputes & Refunds), 5 (Member Payouts and Booking Cancellations), 7.a (Privacy Policy), 7.c (You Grant Us a License), 8 (TecShares's Proprietary Rights), 10 (Limitation of Liability), 11 (Disclaimers), 12 (Release and Indemnification), 13 (Member Disputes and Arbitration), 14 (Jurisdiction) and this Section 15 (General) shall survive any termination or expiration of this Agreement.
- f) Notices. You can contact us and/or provide any notice under this Agreement at legal@TecShares.com or by mail to "TecShares Legal" at TecShares, dba., 410 Pierce Street, Houston, TX 77002.
- g) Modification of this Agreement. TecShares reserves the right to modify this Agreement at any time in accordance with this provision. If we make changes to this Agreement, we will post the revised Agreement on the Site and provide you with notice of the modifications by email at least thirty (30) days before the date they become effective. If you disagree with the revised Agreement, you may terminate this Agreement with immediate effect. If you do not terminate your Agreement before the date the modifications become effective, your continued access to or use of our Services will constitute acceptance of the revised Agreement.