

RIDE RENTAL AGREEMENT

IMPORTANT - READ THIS CAREFULLY BEFORE AGREEING TO RENT A RIDE.

For the purposes of this Agreement, (a) a “Ride” is any type of recreational equipment, such as a bicycle, snow skis, snowboard, surfboard, stand up paddle board, etc. made available through the Spinlister website (the “Site”); (b) the “Renter” is the person renting the Ride and any other equipment using an account created on the Site), and the “Lister” is the owner or authorized agent for the Ride made available for rent via the Site. This Ride rental agreement (“Agreement”) is a binding agreement between Renter and Lister. Spinlister, LLC (“Spinlister”) is a party to this Agreement solely to the extent necessary to facilitate the rental transaction and collect and pay any fees that may be owed hereunder, and is otherwise a third party beneficiary of this Agreement.

Lister enters into this Agreement and allows Renter to rent and use the Ride, along with any associated equipment (the “Rental”) only on the condition that Renter accepts all of the terms in this Agreement. By entering into this Agreement to rent and use the Ride, Renter acknowledges that

- he or she has read and understood this Agreement;
- he or she agrees to be bound by all of the terms of this Agreement;
- he or she is knowledgeable with respect to the type of equipment being rented and adjustments required for safe operation and use; and
- if Renter is not properly qualified with respect to bicycle, water or winter sports equipment, as applicable, Renter is hereby advised to seek assistance of a qualified technician with proper evaluation, adjustment and tuning of equipment.

IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO RENT THE RIDE OR ANY OTHER EQUIPMENT.

This Agreement is effective on the date Renter agrees to the terms and conditions as provided herein (“Effective Date”). The Spinlister Guarantee will be ineffective for all rentals booked after 5PM on March 23rd, 2018; all rentals that are booked after this date will not be honored by the terms listed on this Agreement.

Renter and Lister agree as follows:

1. RENTAL

1.1 Agreement to Rent. By accepting this Agreement, Lister agrees to rent the Ride to Renter, and Renter agrees to rent the Ride from Lister, on the terms and subjects to the conditions set forth herein, and for the period agreed via the Site (the “Rental Period”).

1.2 Condition of Ride. By making the Ride available for rent hereunder, and agreeing to the terms of this Agreement, Lister represents and warrants that (a) he or she is the sole owner of the Ride, or that he or she has full agency or other authority to enter into this Agreement and to rent the Ride to Renter; (b) the Ride has been accurately described on the Site, including any known faults or mechanical issues; (c) except as clearly set forth on the Site, the Ride is in proper working condition, has been professionally maintained, and contains all functionality necessary

for the Renter to attain his or expected use of the Ride during the Rental Period, other than adjustments necessary to properly fit the equipment to Renter's height, weight and skill level. Unless expressly agreed, the Rental does not include additional equipment, such as lights, locks, helmets, car racks or GPS devices.

1.3 Refunds and Cancellations. All Rentals are subject to our Cancellation Policy, which is set forth as Exhibit B below and at https://help.spinlister.com/knowledge_base/topics/refund-policy-3.

1.4 Spinlister Guarantee.

Spinlister provides a limited guarantee to Listers for Rentals in Covered Countries (defined below) of up to (a) US\$10,000 for bicycles, (b) US\$2,000 for surfboards and stand up paddle boards and (c) US\$1,000 for winter sports equipment, subject to requirements set forth on the Site (the "Spinlister Guarantee"). Lister understands that the Spinlister Guarantee is limited to loss or damage to the Ride during the scheduled Rental period, and does not cover ordinary wear and tear, any repairs paid for by the Renter, or any loss or damage occurring prior to or after conclusion of the scheduled Rental period. "Wear and Tear" includes all cosmetic damage, including scratches and is further defined in Exhibit C below. The Spinlister Guarantee covers only damage that compromises the functionality or safety of the Ride. Furthermore, the guarantee does not cover any other property damage, injuries, loss of use or incidental, special or punitive damages - such damages may only be recovered from a Renter. The Spinlister Guarantee does not cover Rides that are stored outside and unsupervised at night (including any time from 10:00 p.m. to 6:00 a.m.), and Listers are advised to notify all Renters of this exclusion. Furthermore, Lister acknowledges and agrees that the Spinlister Guarantee is only available if accurate and current photographs and description of the Ride have been included with the listing as described in Exhibit D *prior to* the Rental period, and to the extent such photographs and description are sufficient to establish the make, model, components and condition of the Ride and any accessories (if applicable).

All claims under the Spinlister Guarantee must be initiated within twenty-four (24) hours of return of the Ride; late claims will not be honored. Therefore, we strongly encourage all Listers to examine their Rides for safety and functionality as soon as possible following return. No exceptions to the 24-hour rule will be honored. All claims for damage must include photographic evidence of the claimed damage; however, Spinlister reserves the option to require a physical inspection prior to making any payment under the Spinlister Guarantee. Any claim for a stolen Ride must be accompanied by a police report to be valid. For all claims, Lister may be required to provide additional documentation, such as purchase receipts for the Ride and any components, maintenance records, and such other documents as Spinlister may request in its reasonable discretion.

If Lister is entitled to coverage under the Spinlister Guarantee for lost or stolen Rides, or where the repair cost would exceed the replacement value of the Ride, Spinlister will make commercially reasonable efforts to provide the Lister with a Ride that is of a similar make, model and year, and with similar components and other aftermarket parts. If the Ride or components are not reasonably available at standard retail prices Spinlister reserves the right to provide a Ride of equal quality and/or value. In order to determine the value of the Ride and/or components in question, Spinlister will use market indicators to determine the fair market value. These values are determined by year, condition, and overall value and may use the following sources: product manufacturers websites, our network of industry partners and bicycle shops, e-commerce websites such as the Bicycle Blue Book, Craigslist, Ebay and other reliable sources to be used at Spinlister's discretion. Spinlister may use other relevant factors in its reasonable discretion.

In the case of damage, the repair cost of the Ride shall be in Spinlister's reasonable discretion, in consultation with professional repair personnel knowledgeable in the appropriate field, and shall account for any salvage value of the Ride, if applicable. Lister will be entitled to select a preferred repair shop, but any costs in excess of Spinlister's estimated repair cost shall be Lister's sole responsibility. "Covered Countries" currently consist of the United States, Canada, Germany, United Kingdom, Ireland, Spain, Italy, Portugal, France, Netherlands, Switzerland, Belgium, Sweden, Denmark, Norway, South Korea, Austria, Japan, New Zealand, Australia, Israel, Croatia, Singapore, Hong Kong, Taiwan, Iceland and Finland. The list of Covered Countries is subject to change from time to time, and this Agreement will be updated to reflect any such changes.

The Spinlister Guarantee only provides coverage for Rides rented through the Spinlister platform. No coverage is provided for third party property, personal injuries or other losses, which are the sole responsible of the Renter or the Lister, as applicable.

When you file a damage or theft claim, Spinlister determines, in its sole discretion, whether your claim qualifies for coverage under our Spinlister Guarantee. Spinlister's original determination is considered final, but you may be able to file an appeal of the decision with Spinlister if you have new or compelling information not available at the time of the original determination or you believe there was an error in the decision-making process.

NOTE: The Spinlister Guarantee will be ineffective for all rentals booked after 5PM on March, 23rd, 2018, all rentals that are booked after this date will not be honored by the terms listed on this Agreement.

1.5 Lister Obligations. If there is damage to a Ride during a Rental, the Lister must notify Spinlister within twenty-four (24) hours of completion of the Rental Period or prior to any subsequent rental, whichever occurs first. If any damage is not reported during such period, then the damage shall be presumed to have occurred subsequent to the Rental. Lister shall be responsible for the cost of any diagnostic fees, estimates, tune-ups, adjustments, etc.

If Renter does not return a Ride at the conclusion of the Rental Period, and does not agree within twenty-four (24) hours to schedule a new return time, or does not return the Ride at such rescheduled return time, then Lister agrees to file a report with the applicable police department and provide a copy of such report to Spinlister. In filing the report, Lister is required to notify the police department of the Spinlister Guarantee, and that Spinlister may ultimately be subrogated to Lister's right to recovery of the Ride. Lister must also authorize the police department to discuss and provide any information regarding the case with Spinlister.

2. RENTER OBLIGATIONS

2.1 Usage. No other person may drive or otherwise operate the Ride except Renter. Renter is prohibited from carrying any passengers on the Ride at any time (except on cargo bikes and tandems). Renter may not add any kind of seat or modification to allow someone to ride on the rear fender of a rented bicycle, and no one may ride on the handlebars of a rented bicycle at any time. Renter is prohibited from pulling or towing any passenger or object with the Ride at any time (except for bike trailers, when authorized by the Lister). For rentals of winter sports equipment, unless expressly included in the Rental, Renter is responsible for provision of boots, poles, gloves, helmet, goggles and any other necessary equipment. Renter is also responsible for making proper adjustments to the Ride and associated equipment, if any, to match Renter's height, weight and skill level. Renter is advised to seek professional assistance with these adjustments. Without limiting the assumption of risk and waivers set forth in Section 3, Renter

knowingly and voluntarily waives any claim it may have against Lister and Spinlister with respect to the proper adjustment of bindings, boots, helmets, seat posts and other equipment.

Renter must follow all laws, rules and regulations, as well as posted signs and warnings. Renter should always be aware of road and trail conditions, as well as weather and other environmental factors which may affect safe operation of the Ride. Renter is responsible for securing the Ride at all times, including the use of theft prevention devices, where appropriate, and only storing the Ride in an enclosed area at night. Renter is also responsible for any injuries to themselves or other people, or damage to the Ride or any other property during the Rental Period.

2.2 Return. Renter agrees to return the Ride to Lister in the same condition as received, except for ordinary wear and tear and ordinary adjustments meant to fit the Ride to the user's height, weight and skill level, on the due date and time and at the location specified by Lister at time of rental. Renter understands that there will be additional charges if the Ride is returned at a different time, date, or location than indicated in this Agreement, including late charges and additional rental charges at no less than the daily or hourly rate applicable to the Rental.

If Renter fails to return the Ride at the agreed date, time and location, and has not agreed with Lister or Spinlister on an alternate delivery time and location within 24 hours of the scheduled delivery time, or Renter fails to return the Ride at the rescheduled time and place, then (a) Spinlister shall determine that Renter does not intend to return the Ride; (b) Spinlister will charge Renter's payment method for the full retail value of the Ride, along with any other fees due to Spinlister; (c) Spinlister or Lister may lawfully repossess the Ride; and (d) Spinlister and Lister may exercise any other rights or remedies, and take any other necessary measures, to repossess the Ride and/or collect the full amount owed by Renter hereunder.

If Lister fails to appear at the scheduled time and place for return of the Ride, Renter remains responsible for the safe keeping of the Ride. In such event Renter should contact Spinlister to try to arrange alternate means of return of the Ride, which may be through a bike or ski shop or other public facility at Spinlister's direction. Lister shall be responsible for any fees incurred by Spinlister in connection with such alternate return method, and understands and acknowledges that, if the such fees exceed the amount of the rental fee due Lister, or any other credit amounts in Lister's account, then the Ride will not be released to Lister until payment arrangement satisfactory to Spinlister have been made. Spinlister shall not be responsible for any delay or loss of use of the Ride due to Lister's failure to appear as scheduled or to make alternate payment and return arrangements.

2.3 Repossession. Lister may repossess the Ride at any time if: (a) the Ride is used in violation of law; (b) it appears the Ride is abandoned, (c) the Ride is used in violation of any term or condition in this Agreement, (d) Renter made a misrepresentation to Lister or (e) Renter fails to return the Ride when due. Lister is not required to notify Renter in advance of repossession.

2.4 Prohibited Use. Use of the Ride is restricted to the general geographical area agreed upon by Renter and Lister. Renter will not operate Ride outside of this area and will not remove Ride from this area. Renter agrees not to use or permit the Ride to be used for hire or in any location that operation would be illegal or a nuisance to others. Renter will not use or permit the Ride to be used for an illegal purpose, including the transportation of a controlled substance or contraband. A violation of this paragraph automatically terminates the rental and makes Renter liable to Lister for any penalties, fines, forfeitures, liens, recovery and storage costs, and any related legal expenses associated with a violation of this paragraph. Rides may not be stored outside overnight,

with or without theft prevention devices. Rides stored outside at night are not covered by the Spinlister Guarantee. Lister may not approve overnight storage, and Renters are advised that any approval or direction by Lister will not relieve Renter of potential liability.

2.5 Damage to Ride. Renter shall pay Lister for all losses and/or damage to the Ride, except for ordinary wear and tear that does not impact the usability of the Ride or significantly impact the resale value of the Ride, regardless of fault (e.g. Renter agrees to pay for the loss or damage even though someone else caused the damage or is at fault). The determination of whether damage impacts the usability or resale value of the Ride shall be made by Spinlister in its sole discretion. Renter is also responsible for all theft or vandalism losses, even if Renter is not at fault for making the theft or vandalism possible, and regardless of any measures Renter may have taken to secure or protect the Ride, including any instructions or security devices provided by Lister. If the Ride is damaged, Renter agrees to pay the reasonable costs of repair and diminution in value, if any. With respect to surfboards and stand up paddle boards only, the Renter agrees to compensate Lister for damage according to the schedule of repairs set forth on Annex A to this Agreement. If the Ride is damaged beyond reasonable repair (as determined by Lister), Renter shall be responsible for the retail fair market value of the Ride, less any salvage value if applicable. In addition to the above, Renter shall also be responsible for the reasonable down time (“Loss of Use”) if the solution for the case takes more than 10 business days, reasonable administrative fee as determined by Lister or specified by law, plus any towing, pick-up and/or storage charges. Neither Spinlister nor the Renter will provide extra compensation for income lost due to damage or theft. In the event of theft, Renter shall be responsible for paying Loss of Use at the daily rate for each 24 hours Renter delays in paying the total loss. Renter is also responsible for any loss if Renter: (a) abuses the Ride or uses or operates the Ride other than as specified in this Agreement; (b) drives or uses the Ride recklessly; (c) drives or uses the Ride while under the influence of alcohol or a controlled substance; (d) fails to promptly report an accident to the police and Lister; (e) fails to complete an accident report; (f) obtains the Ride through fraud or misrepresentation; or (g) uses the Ride for an illegal purpose. Renter authorizes Lister to collect from a responsible third party any applicable loss and/or damage. In the event Lister obtains a recovery from a third party after Renter has paid Lister for all or part of any loss, Lister will refund to Renter any excess above the amount of the loss plus administrative fees and other collection costs and attorneys' fees incurred.

2.6 Payment. Renter agrees to pay upon demand all rates, charges, (including those applicable to miscellaneous services and equipment), plus applicable taxes, fees, and surcharges (if applicable), which may apply to the Rental, including, without limitation, charges for loss and/or damage to the Ride. Renter specifically agrees and authorizes Spinlister to apply any charges to the method of payment used by Renter at the time of rental.

2.7 Booking and Payment. Renter authorizes Spinlister to charge the amounts due as a result of the Booking Rental process to Renter’s credit card. Charges for upcoming rentals will be processed at the time of the booking. Spinlister may cause an additional charge authorization to be processed against Renter’s credit card or other payment method as a security deposit, which will be credited back to Renter’s payment method upon satisfactory return of the Ride without damage or delay. Spinlister is also authorized to make additional charges to Renter’s credit card related to late return fees, Rides that are lost or damaged during the Rental Period.

2.8 Repairs. If Renter experiences any malfunctions with the Ride during the Rental period, Renter should immediately notify Spinlister and Lister to obtain authorization for repairs. Renter agrees that he or she will be responsible for any unauthorized repairs or modifications to the Ride. Renter understands that Lister will not reimburse Renter for any authorized repairs without

receipts. All repairs needed as a result of the use of the Ride will be performed at the normal labor rates and the cost of such repairs, including all parts, shall be paid by Renter. Lister shall be responsible for returning the Ride to its prior state due to adjustments necessary to properly fit the equipment to Renter's height, weight and skill level. If a malfunction compromises the safety or usability of a Ride during a Rental, the Renter should contact the Lister immediately and arrange for return of the Ride to the Lister. In such an event, the cost for any remaining days of the Rental would be refunded to the Renter.

2.9 Ownership. The Ride, at all times, remains the exclusive property of Lister. Renter is responsible for damage to or loss of Ride. If the Ride is lost, destroyed or damaged beyond repair in the judgment of Lister, Renter agrees to pay Lister the value of Ride.

3. RISK AND LIABILITY TERMS

3.1 Acknowledgement of Risks. Renter understands and acknowledge that the Ride is provided "as is" and without warranties. Renter further understands and acknowledges that bicycling and winter sports are hazardous activities that entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to self, to property, or to third parties. Renter understands that such risks cannot be eliminated by Lister without jeopardizing the essential qualities of this activity. The risks include, without limitation, falling, collision with highway or roadway vehicles, striking obstructions or other person, unsafe speed of travel for conditions, equipment failure, and weather conditions including temperature exposure (hypothermia, sunstroke, sunburn, heat exhaustion and dehydration).

Renter understands that skis and snowboards typically contain boot binding systems that may not release or retain at all times, even where release or retention might prevent or minimize injury, and that certain binding systems are not designed to release at all. Renter acknowledges all the risks of operating a Ride on streets, roads, ski and snowboard trails, ungroomed trails, bike paths, bike lanes, in traffic and any other environment where the Ride might be used, including but not limited to the risks of serious bodily injury or death from falling off the Ride, colliding with other skiers, snowboarders, bicycles, motorcycles, motor vehicles or other objects, hitting potholes, trees, poles or lifts, or suffering sudden loss of control from flat tires due to unseen objects puncturing or damaging tires, brakes failing, binding failure or other mechanical failure, and hazards relating to terrain and weather conditions. Renter understands that protective gear such as helmets and gloves are recommended, but they do not eliminate the risk and may not reduce the risk of injury in the event of an accident.

3.2 Assumption of Risk. RENTER KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY ASSUME ALL RISKS RELATED TO THE OPERATION AND POSSESSION OF THE RIDE, INCLUDING, WITHOUT LIMITATION ANY BODILY INJURY OR DEATH TO ANY PERSON, OR PROPERTY DAMAGE TO ANY PROPERTY WHICH MAY RESULT FROM THE OPERATION OF THE RIDE OR POSSESSION OF THE RIDE EVEN IF SUCH LOSS OR DAMAGE IS DUE TO ANY NEGLIGENCE OF LISTER, SPINLISTER, THEIR AGENTS, EMPLOYEES, OFFICERS, PARTNERS, MEMBERS, SUCCESSORS AND/OR ASSIGNS. DESPITE KNOWING ALL ASSOCIATED RISKS, RENTER FREELY ASSUMES ALL RISKS OF PERSONAL INJURY AND/OR DAMAGE IN THE OPERATION OF THIS RIDE AND RENTER AGREES TO HOLD LISTER AND SPINLISTER HARMLESS FROM ALL CLAIMS OF INJURY OR DAMAGE.

3.3 Waiver and Release. In consideration of Lister renting the Ride, Renter specifically releases and forever discharges Lister, Spinlister, and their affiliates, officers, agents, and employees from

any and all liability or claims for injury, illness, death or loss of or damage to property which Renter may suffer while renting this Ride and participating in associated activities. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Lister, Spinlister, or their affiliates, officers, agents, or employees. It is the express intent of this Agreement that Renter release Lister and Spinlister and hold them harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Lister or Spinlister or whether based upon breach of contract, breach of warranty, or any other legal theory. In agreeing to this Agreement, Renter fully recognizes that if injury, illness, death or damage occurs while engaged in renting this Ride or participating in bicycling, winter sports or any other activity associated with the Ride, Renter will have no right to make a claim or file a lawsuit against Lister, Spinlister or their affiliates, officers, members, agents or employees, even if any of them negligently cause any injury, illness, death or damage.

3.4 Indemnification. Renter agrees to indemnify and hold harmless Lister and Spinlister and their subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including attorney's fees) arising from, related to, or in any way connected with, or resulting from Renter's participation in this activity or use of the Ride, including the possession, use, operation, or return of the Ride, and including any such claims which allege negligent acts or omissions on the part of Lister or Spinlister. Should Lister, Spinlister or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, Renter agrees to indemnify and hold them harmless for all such fees and costs.

4. Third Party Claims. Neither Lister nor Spinlister shall be responsible if Renter causes injury to another person or if Renter damages another bicycle, ski or snowboard, vehicle or personal property of another. Renter agrees to protect, defend, indemnify and hold Lister and Spinlister harmless and pay any claim, including attorneys' fees, brought by a third party arising out of Renter's use of the Ride and for any liability associated with any personal accident/injury as a result of Renter's use of the Ride starting off from the rental period.

4.1 Insurance. Renter certifies that he or she has adequate insurance to cover any injury or damage Renter may cause or suffer while participating in the activity, or else Renter agrees to bear the costs of such injury or damage. Renter understands and agrees that Lister and/or Spinlister may make a claim against any insurance coverage Renter maintains, whether liability, casualty, personal or health insurance, in the event of any loss, injury, death or damage to person or property while using or operating the Ride. Neither the maintenance of, or failure to maintain, adequate insurance shall relieve Renter of any liability hereunder.

4.2 Physical Condition. Renter understands that he or she should be in good physical health to participate in bicycling. Renter certifies that Renter has no medical or physical conditions which could interfere with Renter's safety in this activity, or else Renter is willing to assume all liability, damages or costs that may be created, directly or indirectly, by any such condition.

5. GENERAL PROVISIONS

5.1 No Warranty. THE RIDE IS PROVIDED TO RENTER ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RIDE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LISTER DOES NOT WARRANT THAT THE RIDE OR ANY RENTAL WILL MEET RENTER'S REQUIREMENTS.

5.2 Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LISTER OR SPINLISTER, THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM ANY RENTAL OR THE USE OF, OR INABILITY TO USE, THE RIDE.

(b) IF LISTER OR SPINLISTER, OR THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, OR SUPPLIERS ARE FOUND TO BE LIABLE, SUCH LIABILITY TO RENTER OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF (A) THE TOTAL FEES PAID HEREUNDER AND (B) \$100.

(c) THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SPINLISTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

5.3 Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by either Lister or Renter.

5.4 Third Party Beneficiary. Spinlister shall be an intended third party beneficiary of this Agreement with the full rights to enforce the provisions relating to Spinlister herein.

5.5 Governing Law. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any claim or dispute between Renter and Lister that arises in whole or in part from the rental of the Ride shall be decided exclusively by a court of competent jurisdiction closest to Lister's residence.

5.6 No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

5.7 Entire Agreement/Severability. This Agreement shall constitute the entire agreement between Renter and Lister concerning the rental of the Ride. If a court of competent jurisdiction deems any provision of this Agreement invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

Exhibit A
 Schedule of Repairs for Surfboards and Stand Up Paddle Boards

Damage	Charge
Minor dings (approx. 2")	\$30
Medium dings (2-4")	\$50
Medium to large dings (4-6")	\$70
Large dings (6"+)	\$90
Remove/Replace Future fin box	\$120
Remove/Replace FCS fin plug	\$80 for 1 \$100 for pair
Remove/Replace long fin box	\$120
Replace glass on fin	\$100
Buckles, Breaks or Total Damage	Replacement Cost

Small scratches that do not create a risk of water entering the board are not subject to repair charge.

Exhibit B
Spinlister Cancellation Policy

The following Cancellation Policy applies to all Rentals through Spinlister.

(a) In the event a Rental is cancelled by Renter within three (3) hours after booking (other than for same day Rentals, which are subject to Section (d) below), then all funds shall be returned to Renter.

(b) In the event a Rental is cancelled by Renter at least five (5) days prior to commencement of the Rental Period and Section (a) above does not apply, then all funds shall be returned to Renter, *less* the applicable Spinlister fee.

(c) In the event a Rental is cancelled by Renter at least two (2) days but less than five (5) days prior to commencement of the Rental Period and Section (a) above does not apply, then 50% of the Rental Fee shall be returned to the Renter. The Renter shall not receive any refund of the applicable Spinlister fee.

(d) In the event a Rental is cancelled by Renter less than 48 hours before commencement of the Rental, the Renter shall not be eligible for any refunds.

(e) If upon delivery of the Ride or, within the first twenty-four (24) hours of the Rental Period, Renter reasonably determines that the Ride does not materially conform to the Lister's description of the Ride, then Renter may notify Spinlister of the deficiency and request a refund. Further, if Lister does not deliver the Ride at the place and time agreed, then Renter shall be entitled to a full refund (including Spinlister fees), but Lister will be charged a US\$20 administrative fee.

(f) If a Rental must be canceled during the Rental Period due to a mechanical failure, the Renter will be eligible for a full refund, if the cancellation takes place on the first day of the Rental Period. Otherwise, any refunds shall be calculated on a pro rata basis based on the number of days elapsed compared to the total number of days in the Rental Period.

(g) Refunds shall only be granted after commencement of the Rental Period in extraordinary circumstances. Renter and Lister may mutually agree to shorten a Rental Period after commencement, in which case Renter would receive a partial refund; however the Spinlister Fee charged to Lister and Renter shall be calculated using the entire booked Rental Period.

(h) Lister Cancellation Policy: Cancellations can have serious implications on a Renter's trip, therefore there are penalties that will be applied for a Lister's cancellation. If a Lister cancels any reservation within 48 hours prior to pick up, The Lister be charged a fee of US\$20. In addition, if a Lister cancels more than one reservation within a six-month period, the Lister may charged up to US\$10 per cancellation. Any cancellation fees will be automatically deducted from a Lister's future payouts; if future payouts are insufficient to cover cancellation fees, then Spinlister is authorized to charge Lister's credit card on file, or take such other actions to collect from Lister as Spinlister deems necessary or reasonable in its sole discretion.

(i) Spinlister shall determine all refunds in its reasonable discretion. In the event either Lister or Renter is not satisfied with Spinlister's determination, their sole recourse shall be to seek payment or refund of fees from the Renter or Lister, as applicable.

(j) In the event of the failure of Lister or Renter to appear for scheduled delivery of the Ride, the parties may choose to reschedule the Rental Period rather than accept the penalties or refunds set forth above. In such event the parties must arrange such rescheduled delivery through the Site, or otherwise notify Spinlister as soon as practicable.

(k) Each party should be aware that Renters and Listers are entitled to post reviews on the Site with respect to cancelled Rentals.

Exhibit C
Definition of "Wear and Tear"

"Wear and Tear" includes all cosmetic damage, including scratches that do not affect the integrity or functionality of the bicycle. The determination of "Wear and Tear" shall be made by Spinlister in its sole discretion

Examples of "Wear and Tear" include:

- Cosmetic damage to frame (Paint chips, light scratches, dents less than ½" in diameter)
- Cosmetic damage to bicycle components (Scratches to grips, seat, derailleur, pedals, etc.)
- Cosmetic damage to bicycle accessories explicitly included in the rental description (Scratches to lights, saddle bags, bells, etc.)
- Wear to consumable items on the bike (Brake pads, tire treads, bicycle chain, wheel true, shifting alignment)

Examples of Damage as opposed to "Wear and Tear" for clarity:

- Penetration or cracks in bicycle frame
- Deep scratches in frame or components (5mm depth)
- Tears in bicycle seats or grips
- Bent wheels
- Bent derailleur arm

Exhibit D
Listing Guidelines for Spinlister Guarantee eligibility

- Ride photographs shall be accurate and current. High-resolution images are preferred.
- Listing shall have multiple photographs of the ride. Include pictures of the individual components of the ride - rear wheel, front wheel, derailleur, suspension fork, bars, etc.
- Description shall include all details of the model, year, and the make of the ride.
- All descriptive details such as bike type, rider height, frame size, extras, etc. shall be filled out.
- All accessories, add-ons, upgrades shall be explicitly stated in description to be eligible for coverage.
- Rental pricing shall follow appropriate market price compared to the value of the ride. For example, a \$10,000 road bike shall not be rented out for \$1.00 per day.
- Note: For high value items, we recommend you contact customer service before listing to ensure your ride will be covered by the guarantee.
- Spinlister will make a final decision on your claim, in its sole discretion, based on the coverage and eligibility requirements set forth above, any additional information provided during the online dispute resolution process or any other information Spinlister deems relevant and appropriate under the circumstances.