

# Rider Terms

## A. EZRiderDemo Rider Account Terms

Please review the following terms prior to application to use the EZRiderDemo service as a Rider. The following terms incorporate the EZRiderDemo Terms. At the time of application, you will be asked to acknowledge and agree that all the information you will submitting is true and accurate. You agree and understand that if, EZRiderDemo, at their discretion allows a Rider account to be registered through this Service you will be under an obligation to ensure that any required information, your use of these Services, and documentation of licensure or driving record as EZRiderDemo may require in the process of application, and thereafter, shall be accurate and complete. Your acknowledgement shall form a binding contract which allows you to use these Services for the purpose of contracting with other users through the EZRiderDemo platform.

## B. Application and Documentation

You agree and understand that EZRiderDemo may require documentation, acceptable at their discretion, sufficient to demonstrate that you require proper Powersport vehicle licensure, or proof of an acceptable driving record. You agree and understand that EZRiderDemo at their discretion, and as may be required by law is authorized to access your driving record. You agree and promise to check all communications received through your Rider dashboard and respond timely to all requests for documentation or further information. You acknowledge that EZRiderDemo relies on the information you submit during registration, and all further uses of these Services to be accurate and complete.

## C. Riders Obligations

You acknowledge that your use of these Services and every Demo or use of these Services shall conform to all incorporated Terms and Conditions. Specifically, you have reviewed Prohibited Uses and Riders Guidelines. You acknowledge that you shall accept financial responsibility for Powersport vehicles on demo from other Riders of this platform. You agree that you shall follow Demo and Reservation procedures as listed below. You shall observe all local and state laws regarding safety gear and safe driving, YOU MUST WEAR A HELMET WHILE USING A POWERSPORT VEHICLE, you understand that you may be responsible for demonstrating your compliance to all Terms and Policies, and the Terms of your Reservation Agreement, including identifying and accepting responsibility for Passengers you designate during the Reservation process. You further agree and understand that if you demonstrate in any way that you are not prepared to assume these obligations, Dealer may decline to begin the Demo and you may forfeit your Reservation payment, or have your Rider account suspended or terminated as a result.

## D. Riders Acknowledgment

EZRiderDemo may make certain assumptions in reliance on information submitted by Riders and Dealers. You acknowledge that your application for a Rider account means that you warrant to EZRiderDemo that you possess a valid license and the requisite skill to operate any Powersport vehicle you reserve. Additionally, you warrant that you possess sufficient knowledge to inspect any Powersport vehicle delivered or presented in order to perform a sufficient inspection prior to beginning the Demo period. You acknowledge that it is your responsibility to make a sufficient inspection and document any existing damage you detect prior to the Demo period. You understand that EZRiderDemo requires Dealers to warrant that their Powersport vehicles are in safe, operable, and well-maintained condition. However, you agree and understand that EZRiderDemo cannot undertake to investigate and ensure the sufficiency and accuracy of information provided by all Riders. Accordingly, you assume all risks, and agree to document and report any detected issues or inaccuracies in Dealers listing.

## E. Riders Account

Rider agrees that the continued registration of their account is conditioned by their adherence to all incorporated EZRiderDemo Terms. Rider further agrees and acknowledges that the purpose of these Services is to facilitate a demo transaction between Rider and Dealer. You agree and understand that the EZRiderDemo Service is provided for you to enter into a reservation and demo agreement between Riders. EZRiderDemo provides administrative support in this process, including Agreements, onsite electronic key transfer and maintenance of the EZRiderDemo platform. EZRiderDemo is not a party to the agreement between Riders and Dealers, nor do we provide legal advice beyond providing a template for recording agreements between Riders and

Dealers. EZRiderDemo does not undertake to warrant the sufficiency or accuracy of information as communicated between Riders and Dealers, however EZRiderDemo reserves the right to terminate or suspend Rider Accounts deemed to violate the incorporated EZRiderDemo Terms.

#### **F. Acceptance of EZRiderDemo as Agent**

EZRiderDemo, in order to provide these services shall act as a limited agent in order to facilitate transactions between Riders and Dealers. In this capacity, Riders agree that EZRiderDemo shall be appointed Administrative Agent as further set forth in the Payment Terms. EZRiderDemo, working with trusted third parties (including insurance providers) shall act as Agent for Riders with regards to assisting in the Insurance process.

#### **G. EZRiderDemo Obligations**

Our responsibility is to maintain the Services and Platform and provide administrative Services to ensure their continued operation and quality of Rider experience. For provision of this Platform, Administrative Services, on-site hardware, Insurance and Rider Accounts, EZRiderDemo charges fees. Riders may be charged additional fees on a basis calculated per Demo, or for payment of additional Insurance for payment to third-party Insurer.

#### **H. Reservation and Demo Procedures**

1. Once you have selected a Powersport vehicle you wish to demo please follow the Reservation procedures as indicated in the Dealers listing. Dealer is required to respond to Reservation Requests in a timely manner, if Dealer should have any questions, or require additional information, Rider must also ensure all communication is timely, or Reservation Requests may lapse or otherwise be terminated for non-response.
2. Once Rider and Dealer have agreed to the Reservation and Demo EZRiderDemo Terms, the Parties shall then be required to execute a Reservation Agreement that reflects the Terms of the Agreement between them and acknowledges EZRiderDemo's supporting role in the Transaction.
3. Please have your valid license (no temporary permits accepted), and in a manner that satisfies the terms of your Reservation including without limitation the designated Passengers, required safety gear if not being provided by Dealer, and related information. The Demo period does not commence until you have presented your valid license and have satisfied the Dealer as to the terms of your Reservation Agreement

#### **I. Pick-up**

1. At the time of Pick-up, Rider shall receive specific instructions from Dealer with regards to the operation of their Powersport vehicle. At this time make note, of any damage or defects to the Powersport vehicle.
2. In the event you fail to produce a valid license, or otherwise are unable to meet the Terms of the Reservation Agreement between you and Dealer, including presenting any obvious inclinations to operate the Powersport vehicle in violation of the Prohibited Activities terms listed below, Dealer is under no obligation to commence the Demo period. You may forfeit any reservation fees for failure to produce a valid license for the Powersport vehicle, or inability to satisfy the terms of the Reservation Agreement, or appear to have the inability to operate the Powersport vehicle without violating the Prohibited Activities terms.
3. If you present a valid license, and otherwise are in compliance with the Reservation terms, the Dealer will allow you access to the vehicle.

#### **J. Routine Maintenance and Fueling Responsibilities**

Rider, during the Demo Period assumes all responsibility for checking fluid, fuel and air pressure levels, based on the length of the Demo, as may be communicated to you in the Powersport vehicle listing, Reservation Agreement, or instructions communicated to you by Dealer. In the event of mechanical failure, Rider shall promptly report issues to the Dealer. Upon return of the Powersport vehicle, Rider may be held responsible for any damages beyond normal wear and tear deemed to be the result of negligent operation or failure to provide routine maintenance.

## **K. Drop-off**

At the time you return the Powersport vehicle, please describe any issues encountered during the Demo period, to the extent you had not done so during the Demo Period. If the issues are the result of normal wear and tear, providing such information will be helpful to Dealer and allow for safe and enjoyable use of the EZRiderDemo service for the EZRiderDemo community.

## **L. Safe Demoing Policy**

1. Rider agrees that they shall use all legally required safety gear, including helmets, as required in the municipality or state where the Demo shall occur. It shall be Rider's responsibility to ensure that appropriate safety gear is used regardless of whether it is supplied or on loan from Dealer according to terms agreed by the Parties.

2. Further, regardless of whether the law in your jurisdiction requires mandatory use of certain safety gear, including helmets, Rider acknowledges that EZRiderDemo requires use of appropriate safety gear appropriate for your riding ability, and acknowledges that you are familiar with the Powersport vehicle you have on demo.

3. Similarly, EZRiderDemo requires you to identify by name any Passenger, who shall agree to the EZRiderDemo Terms, you shall convey during the Trip or Demo period at the time you submit any prospective reservation to be booked.

4. Rider is responsible for further ensuring that Passenger is familiar with Powersport vehicle safety laws in your city and/or state. Passengers are required to review the EZRiderDemo Terms. By submitting Passengers name and booking a registration with their information, Rider represents that Passenger has reviewed and accepted all incorporated EZRiderDemo Terms. By so doing, Rider shall assume the responsibility and risk for ensuring that Passenger is in compliance with all applicable Powersport vehicle safety and helmet laws.

5. EZRiderDemo requires Rider to review the Insurance and Damage Waiver options available at the time of check out. Rider agrees and understands that they assume all risks and responsibilities in selecting the appropriate coverage, for ensuring they have the requisite skill required for safe operation of the Powersport vehicle to be on demo, and that they have taken responsibility, financially and otherwise, for ensuring their Passenger shall comply with all laws and these Terms during the Demo Period.

## **M. Prohibited Activities**

1. Rider agrees and understands that any of the following activities on the part of Rider or designated Passenger under Riders control, during the reservation period, prior to beginning of the Trip or Demo period may result in cancellation of the reservation, and non-performance of the Demo, or, if any of the following activity occurs during the Demo period may negate any Insurance coverage, or results in the termination or suspension of their Rider account, or forfeiture of any monies paid during the Reservation process. Using, or attempting to use a Powersport vehicle on demo through these Services:

- a) Without a valid appropriate license in good standing, presented and documented at time of drop-off;
- b) With a suspended license, or without full disclosure of driving record or infractions;
- c) Without demonstrable requisite skill at time of pick-up;
- d) While under the influence of drugs, alcohol, or medications, or any type of impairment that might prevent safe operation;
- e) Authorizing persons not specifically disclosed on the Reservation to operate or ride as a Passenger;
- f) Without legally required safety equipment in acceptable condition whether or not provided by Dealer;
- g) Operating Powersport vehicle without proper maintenance (i.e. replenishing fuel, fluids, maintaining tire pressure);
- h) Altering Powersport vehicle in any way;
- i) Off-road operation, racetrack, or operation on anything other than finished, paved roads;
- j) In a reckless manner i.e. Stunt driving, wheelies, burn-outs etc.;
- k) Riding Powersport vehicle in manner not intended by the manufacturer;
- l) Failing to heed Dealers specific instructions particular to the Powersport vehicle being on demo;
- m) Using the Powersport vehicle to tow or push an object, or in excess of manufacturers load limits;

- n) For commercial uses unless specifically approved by EZRiderDemo or the Dealer;
- o) While Rider is distracted, for example, smoking, eating, texting, operating a cellphone or other device while driving;
- p) To enter a race or competition unless specifically disclosed and allowed according to Reservation terms;
- q) In the commission of any criminal or reckless act; and,
- r) Without reporting an accident, or malfunction as soon as possible to Dealer, and/or EZRiderDemo

2. Dealer may cancel reservation at any time, if Rider is unable to provide valid Powersport vehicle license, does not possess required safety gear, is visibly impaired, or demonstrates a lack of basic skills or any skills fundamental to safe Powersport vehicle operation. Dealer is under no duty to perform any extensive assessment of skill and preparedness to begin the Demo period, but may in their discretion cancel the Trip or Demo if Rider is unable to provide a valid license or presents an appreciable threat to engage in Prohibited Activities or otherwise violate the TOs of this Service or the Reservation Agreement between the Parties.

3. EZRiderDemo shall defer to the judgement of Dealer, and may accept proof, documentation or narrative description of either party in the event an informal dispute resolution process is initiated pursuant to the EZRiderDemo Payment terms.

4. In the Event of an Accident Rider shall:

- a) Notify authorities and seek medical attention immediately;
- b) As soon as practical, inform the Dealer and allow them to retrieve and take possession of the Powersport vehicle to prevent further damage or expense to be incurred that you may otherwise be held responsible for;
- c) Obtain names, addresses, phone numbers (work, home) and license numbers of all persons involved, including passengers and witnesses;
- d) Obtain license plate number and state of equipment involved in the accident;
- e) To the extent possible, take photos of accident and document any damages to Passengers, or third party or other property damage;
- f) For smaller incidents, do not attempt to repair damage or replace parts without the Dealer's consent; and
- g) File a claim on the EZRiderDemo website.

## **N. Payment Terms**

1. Before applying for, or registering a Rider account, you shall be required to verify and acknowledge that you have reviewed and agreed to the following Payment and Administrative Terms, when presented with the prompt "I have reviewed and agreed to all incorporated terms."

2. As a Rider you agree that the terms, generally summarized as follows shall apply to your use of your Rider account, these Services and all transactions with other Riders arising therefrom:

- a) EZRiderDemo is not a party to the Reservation or Demo transaction between Dealer and Rider.
- b) EZRiderDemo provides support services in order to facilitate the Reservation or Demo transaction between Dealer and Rider.
- c) Riders and Dealers agree that EZRiderDemo shall be appointed as Payment Agent to receive payments.
- d) Riders and Dealers agree that EZRiderDemo shall provide other administrative services to facilitate the Demo.
- e) Insurance and dispute resolution matters on behalf of Riders and Dealers as set forth in the EZRiderDemo Terms.
- f) Riders and Dealers agree that in their use of these Services, to the extent that shall enter into the process of booking a Reservation, completing a Demo, and in the process of finalizing any transaction, pursuant to EZRiderDemo's duties as Payment and Administrative Agent, Riders and Dealers shall be required to review and respond to information communicated to them via their account portal or Rider Dashboard. EZRiderDemo Terms communicated by this method shall be binding when accepted, or unless disputed by the Riders and Dealers.

## **O. Dealers Agreement**

1. Each Dealer agrees that EZRiderDemo may, in accordance with terms applicable to the Reservation between Riders and

Dealers (i) permit the Rider to cancel the booking according to the Cancellation Policy. In accepting appointment as the limited authorized agent of the Dealer, EZRiderDemo assumes no liability for any acts or omissions of the Dealer.

2. Rider's Agreement Subject to the Rider Terms, Rider agrees and acknowledges that they shall be asked to provide a verified and authorized Payment Method to the trusted third-party Payment Processor, EZRiderDemo has designated. According to the Payment Processors terms and conditions, Riders shall be asked to submit customary billing information which may include name, billing address, and financial instrument information. To the extent, registration of a Rider's Account shall require accurate and complete, payment information at the time of registration, you hereby agree that you shall keep such billing information up-to-date throughout your use of these Services.

## **P. Conditions of Payment Authorizations**

By entering into a Reservation Agreement with another Rider, you as a Rider, authorize EZRiderDemo to collect from you amounts due pursuant to these Payment Terms or the EZRiderDemo Terms and incorporated policies. Specifically, you authorize EZRiderDemo to collect from you:

- a) Any amount due to EZRiderDemo (e.g., as a result of your bookings, Booking Modifications, cancellations, or other actions as a user of the EZRiderDemo Platform), including reimbursement for costs prepaid by EZRiderDemo on your behalf, by charging any Payment Method on file with our Payment Processor. Any funds collected by EZRiderDemo will set off the amount owed by you to EZRiderDemo and extinguish your obligation to EZRiderDemo;
- b) Taxes, if applicable;
- c) Any amount you pay in resolution of a Rider Dispute any Damage Claim in which the Insurance Protection you have purchased or provided is insufficient to cover related fees and charges. EZRiderDemo may do so by charging the Payment Method associated with the relevant booking, or any other Payment Method on file;
- d) Additional Fees, which may include, Demo extensions, payable under the EZRiderDemo Terms. In addition, EZRiderDemo may recover any costs and expenses it incurs in collecting overages by charging any Payment Method(s) you have on file;
- e) Any Service Fees or cancellation fees imposed pursuant to the EZRiderDemo Terms. EZRiderDemo will be entitled to recover the amount of any such fees from you, including by deductions to refund amounts;
- f) Fees, costs and/or expenses associated with a Damage Claim, as set out in the EZRiderDemo Terms or the Insurance Policy. If EZRiderDemo is unable to collect from your Payment Method used to make the booking, you agree that EZRiderDemo may charge any other Payment Method on file with our third-party Payment Processor. EZRiderDemo also reserves the right to otherwise collect payment from you and pursue any remedies available to EZRiderDemo in this regard in situations in which you are responsible for a Damage Claim pursuant to the EZRiderDemo Terms;
- g) You authorize EZRiderDemo to charge the Payment Method you have on file with our third-party Payment Processor the Total Fees for any booking requested in connection with your Rider Account. EZRiderDemo will collect the Total Fees according to the Fee Schedule. EZRiderDemo will generally collect the Total Fees after the Dealer accepts a booking request. Once the payment transaction for your requested booking is successfully completed, you will receive a confirmation email;
- h) When you request to book a Reservation, EZRiderDemo may also (i) obtain a pre-authorization via your Payment Method for the Total Fees, or (ii) authenticate your account via our third-party payment service provider to verify that your billing method is sufficient and up-to-date;
- i) If a reservation is cancelled pursuant to the applicable cancellation policy you will be refunded any payments, less fees incurred according to the cancellation policy. The timing to receive the refund or for the pre-authorization to be released will vary based on the Payment Method and any applicable payment system including credit cards such as Visa, MasterCard, and American Express rules; and,
- j) You authorize EZRiderDemo to cause our third-party payment processors complete the Payment Method verifications described above, and to charge your Payment Method for any bookings made in connection with your Rider Account. You hereby authorize EZRiderDemo to collect any amounts due, by charging the Payment Method provided at checkout via our third-party payment processor.

## **Q. Collections**

If EZRiderDemo is unable to collect any amounts you owe under these Payments Terms, EZRiderDemo may engage in collection efforts to recover such amounts from a Rider as follows:

- a) EZRiderDemo will deem any owed amounts overdue for authorized charges after forty (40) days have elapsed after EZRiderDemo first attempts to charge the Rider's Payment Method or the associated services have been provided, whichever is later;
- b) EZRiderDemo will deem any overdue amounts not collected to be in default when one hundred and twenty (120) days have elapsed: (a) for authorized charges, after Riders Share first attempts to charge the Rider's Payment Method or the associated services have been provided, whichever is later; and,
- c) You hereby explicitly agree that all communication in relation to amounts owed will be made by the communications methods provided to EZRiderDemo by you at registration. Such communication may be made by EZRiderDemo, or by anyone on their behalf, including but not limited to a third-party collection agent.

## Insurance Terms

DISCLAIMER: EZRiderDemo's Policy does not replace the need for Riders and Dealers to satisfy financial responsibility requirements outside of a Demo transaction.

The policy has limits in place and is not guaranteed to respond above the limits. This is an unofficial summary of EZRiderDemo's insurance policy. Policy terms may be updated on a routine basis. The following applies to coverage through the Policy. Please review the Rider and Dealers policies as well as the Terms of Service for additional terms regarding reimbursement for damages, or charges incurred as agreed by the Parties during a transaction.

### General

Insurance coverage under the insurance policy automatically includes state minimums for liability as further discussed below. Insurance coverage through the EZRiderDemo policy does not replace your personal insurance policy, until the commencement of the Demo Period. All EZRiderDemo users, Dealers and Riders are advised to retain personal insurance that meets their needs. Prior to the beginning of the Demo Period, and during delivery and drop-off Powersport vehicles may not be covered by the master policy.

Outside a Demo period, EZRiderDemo assumes no duty or obligation to ensure the sufficiency of Users insurance coverage and cannot undertake to give advice regarding your personal policy or state and local laws.

### FOR DEALERS

All qualifying Powersport vehicles that you have listed on EZRiderDemo will be eligible for our insurance protection plan, through the Master Insurance Policy so long as the information you have provided is accurate, complete and up-to-date.

Powersport vehicles with Dealer User accounts that are in compliance with all EZRiderDemo Terms shall have coverage. Dealer insurance coverage is a significant benefit for your use of EZRiderDemo Services.

However, it's important to note that:

- EZRiderDemo assumes no duty or obligation to ensure the sufficiency of your insurance coverage and cannot undertake to give advice regarding your personal policy or state and local laws.
- Only transactions made through EZRiderDemo in the US qualify for coverage.
- Powersport vehicles must be legally registered, meet all safety standards, and must be certified and meet all listing criteria on EZRiderDemo.
- Certain types of damage may be excluded from coverage, such as off-road or illegal usage, and you agree and accept that you assume all obligation to review the ToS.
- All drivers, including the primary contract signer, and passengers must be approved through the EZRiderDemo.
- For drivers traveling south of the border, our coverage does not extend to Powersport vehicles entering Mexico.

- In the event of an accident, you shall receive notification by email upon filing a claim that will contain information regarding body shops, tow yards and additional information as it may be required. Your timely response is expected, be aware that additional storage fees may apply.
- In the event of an accident, Dealer has a duty to mitigate further damage to their Powersport vehicle
- Damage as a result of vandalism and theft during the Demo period must include a police report when submitting a claim to or the claim will not be accepted.
- Subject to the Dealer and Riders Terms, you have been made aware of certain exclusions to coverage, and you are aware of other avenues of reimbursement and dispute resolution available through the platform.
- Insurance coverages are not permitted for salvage title Powersport vehicles. In resolution of some disputes, you agree and acknowledge that EZRiderDemo may conduct investigations and make determinations that shall be binding on Rider and Dealer as set forth in the EZRiderDemo Terms.

#### FOR RIDERS

The insurance protection plan, through the Master Insurance Policy, shall provide you coverage so long as you are in compliance with the EZRiderDemo Terms and you do not misuse the Powersport vehicle during the Demo period.

However, it's important to note that:

- You may be given the opportunity to purchase additional coverage, this may be a requirement of the Dealer or a condition arising under state and local law. You understand and agree that you assume the obligation to review policy terms and determine if coverage is sufficient, with the understanding that anything not covered by insurance shall be your financial responsibility.
- A condition of any coverage through the Master Insurance Policy, or additional coverage, may require additional verification or records checks if it is deemed that the information you provided at the time of registering your Rider's User account is not complete or curdemo.
- EZRiderDemo does not provide insurance for Passengers.
- Some Rider's believe they are covered by protection related to their credit card. This is often not the case and you should consult with your credit card company before making such an assumption.
- You agree and understand that insurance provided under the Master Insurance Plan, or additional purchased coverage, is offered by a EZRiderDemo third-party partner. Although EZRiderDemo is NOT the insurer, EZRiderDemo in some cases may act as agent or representative in resolution of some matters, including Insurance Claims.
- Subject to the Dealer and Riders Terms, you have been made aware of certain exclusions to coverage, and you are aware of other avenues of reimbursement and dispute resolution available through the platform.
- In resolution of some disputes, you agree and acknowledge that EZRiderDemo may conduct investigations and make determinations that shall be binding on Rider and Dealer as set forth in the EZRiderDemo Terms.

## MASTER POLICY TERMS

### Coverage Limits

Our insurance program provides auto insurance to cover dealers, riders and Powersport vehicles that are eligible under our User terms. Coverage applies for the duration of each Demo, from start to finish, and includes liability, collision and comprehensive (e.g., fire, auto theft, vandalism) coverage.

### Liability Coverage

Dealers are covered with a separate Corporate policy of up to \$1,000,000 CSL.

Riders are covered in our insurance policy up to the liability limits. Dealers are covered up to a combined single limit liability. For Riders, Coverage includes bodily or property damage arising from an auto accident according to the following Schedule:

The below amounts represent limits for all states. The Master Policy insures Riders against liability to third-parties for bodily injury and property damage resulting from the use of the booked Powersport vehicle during the booked trip, up to the limits below.

This coverage cannot be declined.

“Bodily Injury” Liability    \$100,000 Each Person    \$300,000 Each “Accident”

“Property Damage” Liability    \$50,000 Each “Accident”

Personal Injury Protection (PIP): The Master Policy provides the minimum amount of PIP coverage allowed by law in those few states where PIP coverage is required by law and cannot be waived.

### **Uninsured and Underinsured (UI/UM) Coverage**

The Master Policy provides the minimum amount of UI/UIM coverage allowed by law in those few states where UI/UIM coverage is required by law and cannot be waived.

### **Deductibles**

Riders face a deductible. Physical Damage Coverage is subject to a \$2,000 comprehensive and collision coverages deductible, except for any comprehensive loss due to theft which is subject to a \$5,000 deductible. Any physical damage payment by us will be reduced by the applicable deductible. EZRiderDemo is responsible for collecting deductible payment from Rider.

### **Damage Fee**

In the event of any loss or damage to the Powersport vehicle, or any personal property or bodily injury claim, that occurs during the Demo period due to any cause regardless of fault, including, but not limited to, collision, rollover, theft, vandalism, seizure, fire, flood, hail or other acts of nature or God, the rider is held responsible, and is required to pay EZRiderDemo a fee of \$150. In the event a rider has violated EZRiderDemo's ToS, the fee does not apply, and the rider may be held responsible for the full amount of the claim.

### **Exclusions**

#### **Personal Belongings**

Personal belongings left in the Powersport vehicle are not insured. These include tapes, records, discs or other similar audio, visual or data electronic devices, or any speed measuring equipment within the Powersport vehicle. It is the responsibility of the dealer and rider to ensure they remove any personal belongings from the auto before and after each Demo.

#### **No Permissive Drivers**

We provide insurance for our members only. As per EZRiderDemo's ToS, EZRiderDemo Powersport vehicles may only be operated by the Rider. Passengers may be carried to the extent they have been listed in the Reservation or Demo Agreement according to the Rider Terms.

#### **Permissible Uses Only**

EZRiderDemo Insurance does not cover inherently risky activities such as sport or stunt-riding (i.e. Wheelies, riding in manner other than that intended by manufacturer. Or Driving on unpaved roads or undesignated roadways (i.e. “off-roading,” unfinished roads, racetracks, or sidewalks). For further reference consult the Prohibited Activities Section of the Rider Terms.

#### **Personal Usage Only**

Insurance coverage applies to Powersport vehicles on demo ride for personal use only.

## **Cancellation Policy**

### **A. Reservations**

According to the Terms and Policies incorporated in our EZRiderDemo Terms, the Riders and Dealers Policies, Rider and Dealer may agree to enter into a Reservation Agreement. Once the Parties have satisfied all necessary conditions, including but not limited to, providing a valid license to operate Dealer's Powersport vehicle, a walk-through inspection of the Powersport vehicle by the Parties, the Parties may agree to commence the Demo Period if the conditions of the Reservation Agreement are met.

## **B. Reservation Cancellation**

In some cases, it may be necessary for either of the Parties to cancel the Reservation prior to the Pick-up Appointment:

- a) Riders may cancel the Reservation through Rider's Dashboard, which shall be promptly communicated to the Dealer. Cancellations are effective immediately; and
- b) Dealers may cancel the Reservation through Rider's Dashboard, which shall be promptly communicated to the Rider.

## **C. Declining Commencement of Demo Period**

The Rider and Dealers have agreed to certain conditions in their Reservation Agreement, and also to abide by Terms and Policies as required by EZRiderDemo. The Riders and Dealers Policies details certain conditions, including but not limited to, presenting a valid license for the operation of the Powersport vehicle to be on demo, following safe operating procedures including demonstrating preparedness to operate the Powersport vehicle in compliance with the law, and that the Powersport vehicle be in safe operating conditions as advertised through the EZRiderDemo platform. If these conditions are not met either the Rider or Dealer may decline commencement of the Demo Period. We ask that Dealers document and report to us the reasons for declining to convert the Reservation into a Demo.

## **D. Once Demo Period Has Commenced**

Once a Demo Period has commenced it may not be cancelled.

## **E. Review Policies**

According to the Reservation Agreement terms, and the EZRiderDemo Terms set forth by EZRiderDemo, any incidental fees may be billed to Rider and the Payment Method they have provided to out third-party payment processor, or Dealer may elect to use our Reimbursement Tool, or other Dispute Resolution Process as provided for in incorporated terms. Rider and Dealer understand and agree that any payment method used in the Reservation process shall remain open and effective throughout the Demo Period and shall close only after the transaction has satisfactorily concluded.

Additionally, if either user, demonstrates a pattern of abuse of these cancellations policies, or continually works hardships against other users, by repeatedly cancelling reservations, declining commencement of demo period in an arbitrary manner or arriving to Pick-up Appointment unprepared to commence the Demo period, EZRiderDemo may take whatever remedial action, they in their sole discretion they determine is warranted, with may include suspension or termination of a Member's account.