

# Terms of Service

## General Terms

### A. Agreement Terms

1. Welcome to EZ Rider Demo.com (“EZRiderDemo”, “we,” or “us”), a patented online and onsite service platform that allows Powersports dealers (“Dealers”) to offer fully insured demonstration rides (“Demo”) of their inventory to qualified potential buyers (“Riders”). This Terms of Service Agreement (“Agreement”) describes the terms and conditions that govern your use of and participation in platform services. EZRiderDemo services include this website, as well as any systems, functionalities, features, software, key control systems, kiosks, as they may be owned, controlled, or offered by EZRiderDemo as further described below (collectively the “Service”).

2. By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information as set forth in the Privacy Policy, whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, and others who access the Service (“Riders”).

3. Rider accounts may not be created on behalf of a business entity, including corporations, partnerships, or non-profit companies, or in a contractual representative capacity. You warrant, with your creation of a Rider account, that you have the authority and capacity to enter into a binding contact. Additionally, that other possible parties-in-interest have been informed of this Agreement and all incorporated terms and have manifested their acceptance to the extent so required.

4. Other terms and policies are incorporated by reference in this Agreement, including but not limited to the Dealer Terms, Riders Terms, Insurance Terms, Cancellation Policy, Privacy Policy, Reservation Agreement, Demo Agreement, (the “Terms”) or Pricing communicated to you by invoice, or through the Rider Dashboard.

5. In use of certain features and functionalities, offered through these Services, you shall be required to demonstrate that you have reviewed and consent to these Terms, your continued use of these Services shall require that you manifest your agreement when presented with the a click agreement prompt “I have reviewed and agreed to all incorporated terms.” Your assent shall be required when applying for an EZRiderDemo account, completing a reservation with another Rider, or beginning a Demo.

6. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. YOU UNDERSTAND AND AGREE THAT EZRIDERDEMO IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN RIDERS AND DEALERS, NOR IS EZRIDERDEMO A TRANSPORTATION SERVICE OR AGENT. EZRIDERDEMO HAS NO CONTROL OVER THE CONDUCT OF RIDERS OR DEALERS AND OTHER RIDERS OF THE SERVICE AND DISCLAIMS ALL LIABILITY IN THIS REGARD. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

7. We may, in our sole discretion, modify or update this Agreement from time to time, and so you should review these Terms and incorporated policies periodically. Such changes shall be made at our discretion. You agree and understand, such changes may be necessary from time to time, to allow EZRiderDemo to improve our Services, meet the evolving needs of our users, comply with changes legal and regulatory updates, or as may be required to by our relationships with third party partners who provide payment processing and insurance services.

8. Any changes to our Terms and Policies, or this Agreement, shall be denoted by modification of the “Date Last Changed” at the top of this page. Your continued use of the Service, after any such change constitutes your acceptance of the new EZRiderDemo Terms. If you do not agree to any of these terms or any future EZRiderDemo Terms, do not use or access (or continue to access) the Service.

### B. Eligibility to Use EZRiderDemo Services

1. Your use of this Service, and application to create a EZRiderDemo Account, and continued maintenance of that account, according to EZRiderDemo’s Acceptable Use policy, is conditioned on the premise that you are of the age of majority in the jurisdiction in which you reside, and that you have legal capacity and full authority to use these Services as set forth in this

Agreement. That you represent that all uses of this Service, including all transactions with other Riders shall be lawful and legal in the municipality, state and country in which you reside. Further you warrant that all documentations, verifications, permissions and forms as EZRiderDemo may require now, or in the future, at the time of account creation shall be updated, and that you shall observe all incorporated Terms and Acceptable Uses in your Use of this Service and any transaction arising therefrom with EZRiderDemo under this Agreement, other users or affiliated parties.

2. Riders agree and understand that EZRiderDemo offers this platform and Payment Terms for the purposes of facilitating the reservation and Demo agreement between the Parties.

3. THE EZRIDERDEMO SERVICES ARE INTENDED TO BE USED TO FACILITATE THE BOOKING OF POWERSPORT VEHICLES ("POWERSPORT VEHICLE") BETWEEN REGISTERED ACCOUNT HOLDERS AND REGISTERED DEALERS. EZRIDERDEMO CANNOT GUARANTEE THE ACCURACY OF ALL INFORMATION CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY POWERSPORT VEHICLE. WE RELY ON OUR RIDERS TO REPORT INACCURACIES, AND TO HELP US UPDATE LISTING INFORMATION TO UPHOLD MARKETPLACE STANDARDS AND COMPLY WITH ACCEPTED USE POLICIES. EZRIDERDEMO IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO INACCURACIES IN LISTINGS OR BEHAVIOR WHICH VIOLATES THIS AGREEMENT OR OUR ACCEPTED USE POLICY IN YOUR USE OF THESE SERVICES OR PERFORMANCE OF ANY AGREEMENT ARISING THEREFROM. ANY RESERVATIONS AND DEMOS REQUIRE ADHERENCE TO THESE AND INCORPORATED TERMS AND WILL BE MADE AT THE RIDER'S AND DEALER'S OWN RISK.

4. Riders alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their use of these Services and performance of any transaction arising therefrom. Understanding and complying with local laws, or the terms of contracts entered into with third parties, including Insurers is a condition of applying for and maintaining a Rider or Dealer user account. EZRiderDemo is not under a duty to verify or confirm the accuracy of the information Riders submit when applying for an account, creating a listing, or entering into an agreement with another Rider, except to the extent required by law or insurance provider. Riders may purchase additional insurance coverage as may be made available through EZRiderDemo by our third-party affiliates, users agree that EZRiderDemo is not the insurer but may act as an agent of third-party service providers as set forth in the Payment Terms.

5. The Service is not available to any Riders previously removed from the Service by EZRiderDemo, unless EZRiderDemo has given you written notice of reinstatement. All Riders must be valid EZRiderDemo account holders, having provided all requested, required and complete documentation for determining eligibility to establish an account to use this Service, as may be determined and requested by EZRiderDemo in its sole discretion. You acknowledge and agree that EZRiderDemo may change its Rider and Dealer Terms, and incorporated eligibility requirements at any time and for any reason.

### **C. EZRiderDemo Accounts**

1. To book a reservation with a Dealer, or to enter into a transaction, or make further use of features offered through this Service, shall require that you apply for a user account ("Account"). In order to Demo a Powersport vehicle from a Dealer on EZRiderDemo, you will need to apply for a Rider Account. Rider shall mean any Rider that establishes a Rider Account, to the extent they shall meet the requirements set forth in the Rider Terms before such Rider may Demo a Powersport vehicle through or via the Service.

2. As used in this Agreement, Dealer shall mean any business entity that establishes a Powersport Dealer Account and submits a Powersport vehicle that meets all of the requirements as further set forth in the Dealer Terms, prior to listing a Powersport vehicle, to be provided for Demo through or via the Service, or the legal designated representative of title-holder of the Powersport vehicle as set forth in further detail in the Dealer Terms.

3. By applying for a Rider or Dealer Account, you give us permission to disclose the information you provide on your application to third parties as we may determine shall be necessary for verification purposes and to obtain additional information about you. EZRiderDemo may accept or reject Rider or Dealer Account applications, in our sole discretion, for any reason. If you are accepted for a Rider or Dealer Account, you acknowledge and agree to abide by this Agreement and the Rider or Dealer terms which are applicable to your particular type of Account, and to update any settings, documentation, or other requirements as may be required of you by EZRiderDemo or according to the Dealer or Riders Terms.

4. Riders with a Rider or Dealer Account are collectively referred to in this Agreement as "Members." Your Member Account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole

discretion. Each transaction in which a Rider uses a Powersport vehicle from a Dealer via the Service is referred to in this Agreement as a Demo.

5. Your Rider Account is for your personal use only.

6. You may not use another Member's Account, permit anyone else to use your Member Account, or assign or otherwise transfer your Member Account to any other person or entity, unless you have created such an account as directed by the titleholder of a Powersport vehicle, in the manner set forth in the Dealer Terms.

7. When applying for and creating your Account, you must provide accurate and complete information and keep such information updated and accurate throughout the term of this Agreement. You are solely responsible for the activity that occurs on your Account, and you must keep your Account password secure. You must notify EZRiderDemo immediately of any breach of security or unauthorized use of your Account. EZRiderDemo will not be liable for any losses caused by any unauthorized use of your Account.

8. BY SIGNING UP FOR A RIDER ACCOUNT ON EZRIDERDEMO AND PROVIDING YOUR CONTACT INFORMATION NECESSARY TO THE PROVISION OF THESE SERVICES YOU CONSENT TO RECEIVE COMMUNICATIONS BY THE METHODS INDICATED UNLESS YOU OPT-OUT PURSUANT TO THE PRIVACY POLICY. The communication methods you have selected may be used to send or receive confirmation of reservations or transactions related to these Services, or to communicate changes to features of the Service and special offers. If you choose to opt-out of receiving communications pursuant to the privacy policy, or by reconfiguring your communication permissions, certain features, Services, or offers may not be available to you.

#### **D. No Privity of Contract**

Unless as necessary to provision of these Services, for provision of Insurance coverage or Payment Processing services which shall be provided according to terms more fully discussed in the Insurance Terms and Payment Terms, or to the extent you are able to access your account, or these Services via trusted third-party social media platforms. Nothing in this Agreement or incorporated terms and policies, shall create any contractual obligation with a third-party. To the extent your use of these Services, or performance of any transaction arising therefrom shall involve a third-party you understand and agree that such decisions are made at your own risk, and you assume primary responsibility. Accordingly, if you intend to convey a passenger during your Demo period you must review the Rider Terms.

#### **E. Primary Responsibility**

1. YOU AGREE AND ACKNOWLEDGE THAT AS A RIDER YOUR FINANCIAL RESPONSIBILITY IS PRIMARY WITH REGARDS TO DAMAGES OR LOSSES INCURRED DURING YOUR DEMO. As further discussed in the Rider Terms, as a Rider you acknowledge and agree that you are responsible for your own acts and omissions, as well as the acts and omissions of any individuals who you invite to, or otherwise provide access to the Powersport vehicle. You agree to register under the EZRiderDemo Terms for any Passengers you provide access to must have agreed and accepted these EZRiderDemo Terms including passengers described in the Rider Terms. You are responsible for any and all damages incurred during the Demo period and return of the Powersport vehicle according to your Reservation Agreement in a timely manner, in the condition in which it was on demo ride.

2. The Terms of using this Service allows Riders to enter into a Reservation Agreement (which shall be the basis of a Demo as further set forth in the Dealer and Rider Terms) with a Dealer. This requires you to submit a valid payment method. You agree that the Payment Method you have given may be used to repair any damages to the Powersport vehicle, passengers or any person injured or suffering a loss to property as a result of your acts and omissions during the Demo period. You agree that you bear primary responsibility beyond any insurance available to you as an EZRiderDemo user. You warrant that you shall bear financial responsibility for any shortfall in coverage, and that EZRiderDemo has no responsibility for any damages that you cause to a Dealers' Powersport vehicle or to any person.

3. Booking a Reservation, and acceptance of a Reservation Agreement is an agreement between the Parties. In order for a Demo period to begin, Riders, both Dealer and Rider shall be required to satisfy conditions further discussed in the Rider and Dealers Terms, or the Reservation Agreement, including uploading proof of license, or accepting required authorizations.

4. Upon return of the Powersport vehicle to the Dealer, or upon their notification of any accident, injury or loss of property, the

Dealer may notify EZRiderDemo of their claim otherwise and provides evidence of damage, including but not limited to, photographs, upon timely notification or discovery of damages pursuant to the Insurance Terms.

5. You agree, through insurance coverage or your Authorized Payment Method to pay the cost of repairing damaged items with equivalent items, or restitution of injuries or loss of property suffered by any persons as a result of any act or omission by you or a passenger.

6. Amounts agreed upon in advance through the reservation or for fees incidental to the Demo, including without limitation, parking tickets, late fees, Demo extensions, replacement of fuel that EZRiderDemo may use the informal dispute resolution authority granted in Payment Terms.

7. Prior to Pick-up time, no later than the commencement of the Demo Period, Dealer shall be notified through their Rider Account of any additional Insurance coverage, or damage waivers that may have been purchased by Rider. Regardless, Dealer shall be covered to the extent set forth in the Insurance Terms.

8. In the event you are notified of fees, damages, or losses in excess of any deposits collected, or which otherwise necessitates the involvement of our third party insurer, under the Master Policy as further set forth in the Insurance Terms, Rider agrees to respond in a timely manner. IF YOUR AUTHORIZED PAYMENT METHOD HAS INSUFFICIENT FUNDS, EZRIDERDEMO MAY TAKE REMEDIAL ACTIONS TO COLLECT PAYMENT FROM YOU AND PURSUE ANY AVENUES AVAILABLE TO EZRIDERDEMO TO OBTAIN PAYMENT TO COVER DAMAGES WHICH YOU HAVE AGREED TO BEAR RESPONSIBILITY FOR.

9. You further agree that EZRiderDemo shall have sole discretion in determining if damages resulted from your Acts or Omissions. You agree that EZRiderDemo may forward payment requests on behalf of Powersport vehicle Dealer and charge your Authorized Payment Method should any Insurance requirements be deemed insufficient, and EZRiderDemo has a reasonable belief you are responsible for the reported damages. If we are unable to charge the Payment Method you have authorized, or otherwise collect payment from you, you agree to remit payment for any damage to the Powersport vehicle to the applicable Powersport vehicle Dealer. If a Powersport vehicle has been damaged during the Demo period and the damage occurred as a result of vandalism or there is a suspicion of vandalism, a police report must be filed by the Dealer of the damaged Powersport vehicle before an insurance claim can be processed.

10. Both Rider and Powersport vehicle Dealer agree to cooperate with and assist EZRiderDemo in good faith, and to provide EZRiderDemo with such information and take such actions as may be reasonably requested by EZRiderDemo, in connection with any complaints or claims made by Riders relating to Powersport vehicles or any personal or other property attached to the Powersport vehicle or subject to the Reservation between the Riders. Subject to the Payment Terms incorporated herein, you promise and agree to participate in the manner of dispute resolution EZRiderDemo may determine is necessary for resolution of the matter.

11. In the event EZRiderDemo may determine it to be necessary they may elect to act on behalf of Dealer as their designated payment agent, subject to terms incorporated herein. Upon determination that you are responsible for damages by an Arbitrator, or at the discretion of EZRiderDemo, you may be required to pay any and all expenses related to the recovery of damages, fees, and penalties resulting from dispute resolution or Arbitration. Your timely and cooperative response to any claims of damage, insurance claims, dispute resolution by EZRiderDemo or a duly appointed third party is expected as a condition of your acceptance of primary financial responsibility.

## **F. Acceptable Use Policy**

1. You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Services and any transaction or activities arising therefrom. In connection with your use of our Services, you may not, and you agree that you will not:

- violate any local, state, provincial law, regulation, or rules;
- use manual or automated software, devices, scripts, robots, other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other services contained in the Services or Content;
- use the Services for any commercial or other purposes that are not expressly permitted by these Terms;
- use the Services to connect with a Dealer or Rider, and then perform a Demo transaction outside of EZRiderDemo to circumvent EZRiderDemo’s fee

- copy, store or otherwise access any information contained on the Services or Content for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- 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;
- 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;
- use our Services in connection with the distribution of unsolicited commercial email (“spam”) or advertisements unrelated to lodging in a private residence;
- “stalk” or harass any other user of our Services or collect or store any personally identifiable information about any other user or otherwise communicate an EZRiderDemo user for any reason other than to book a reservation, or as specifically required by a Dealer-Rider transaction.
- offer, as a Dealer, any Powersport vehicles that you do not yourself own or have permission to demo
- offer, as a Dealer, any Powersport vehicle that may not be demo rideable pursuant to the terms and conditions of an agreement with a third party;
- register for more than one EZRiderDemo Account or register for an EZRiderDemo Account on behalf of an individual other than yourself;
- use automated scripts to collect information or otherwise interact with the Services;
- use the Services to find a Dealer or Rider and then complete a booking of a Powersport vehicle transaction independent of the Services in order to circumvent the obligation to pay any Service Fees related to EZRiderDemo’s provision of the Services;
- as a Dealer, submit any Listing with a false or misleading sales price information or submit any Listing with a sales price that you do not intend to honor;
- Respond timely to Reservation requests, or requests for further information. Riders shall complete a Reservation Agreement for any transaction arising from any communication, negotiation or discussion arising between Riders of this Service. Riders agree that they shall use EZRiderDemo to complete all transactions or Demo arising therefrom, and that failure to complete a requested Demo, for failure to enter into a Reservation or non-responsiveness may mean termination or suspension of the Reservation request, further misuse, or workarounds may be cause for remedial action against your Rider account.
- post, upload, publish, submit or transmit any Content that, in EZRiderDemo’s sole judgment:
  - (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
  - (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability;
  - (iii) is fraudulent, false, misleading or deceptive;
  - (iv) is defamatory, obscene, or serves to offend members of the EZRiderDemo community
  - (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group based on an individual’s race, religion, color, sex, ethnicity, national origin, sexual orientation, gender identity, or marital status.
  - (vi) threatens or promotes violence or actions that are threatening to any other person; or,
  - (vii) promotes illegal or harmful activities or substances;
- systematically retrieve data or other content from our Services 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;
- access any Services or Content on the EZRiderDemo through any technology or means other than those provided or

authorized by the Service in a manner intended to bypass security, restrict access or otherwise interfere with Rules, Terms or Protocols intended to safeguard the integrity of the Service or facilitate transactions between Riders.

- use, display, mirror or frame the Services, or any individual element within the Services, EZRiderDemo's name, any EZRiderDemo trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without EZRiderDemo's express written consent;
- access, tamper with, or use non-public areas of the Services, EZRiderDemo's computer systems, or the technical delivery systems of EZRiderDemo's providers;
- attempt to probe, scan, or test the vulnerability of any EZRiderDemo system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by EZRiderDemo or any of EZRiderDemo's providers or any other third party (including another user) to protect the Services or Content;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Collective Content to send altered, deceptive or false source-identifying information;
- attempt to scrape assets and content from the website;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Collective Content; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

2. EZRiderDemo will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. EZRiderDemo may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that EZRiderDemo has no obligation to monitor your use of the Services, or review the content of listings or Rider Accounts to verify their accuracy or compliance with these terms. We encourage Riders to inform us of violations of this Acceptable Use Policy. At our discretion we shall review such reports. We shall not incur an obligation to take action unless we independently determine a violation of any EZRiderDemo Terms and policies has occurred. In which case, we may take remedial action as we determine shall be sufficient, for the purpose of operating the Services, the benefit of the EZRiderDemo community and marketplace, or as necessary to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

3. EZRiderDemo reserves the right, at any time and without prior notice, to suspend, terminate or disable access to any Rider Account, or related Content that EZRiderDemo, at its sole discretion, considers to be objectionable for or appears to be a violation of these Terms or is otherwise harmful to the Services.

## **G. Dealer and Rider Obligations**

1. If you are a Dealer, you agree to our Dealer Policy incorporated herein by reference and any and all authorized and duly agents, by accessing or using the Service, you signify that you have read, understood, and agree to be bound by the Dealer Terms and all parties in interest have been informed of these terms and manifested their clear acceptance of them. If you are a Rider, you agree to our Rider Terms incorporated herein by reference, and you shall manifest your acceptance of those terms in the manner required at the time of application for a Rider Account.

2. Additionally, as a Dealer, you represent and warrant that (i) you own or have all the necessary rights, consents, and authority to permit the Powersport vehicle you submit to be used as contemplated by the Service; and (ii) the use of the Powersport vehicle you submit as contemplated herein will not violate any rights of a third party or any agreement with respect to such Powersport vehicle, including any financing agreement.

3. When you use the Service to book a reservation including the names of any Passenger, the Service will present you with a document confirming the details of the Reservation (the "Reservation"). Upon your further acceptance of the Reservation Agreement and the terms incorporated therein the Demo Period shall commence. Riders agree to the terms of the executed Reservation Agreement as incorporated into this Agreement.

## H. Rider Content

1. Some areas of the Service may allow Riders to post feedback, comments, questions, and other content or information shall be referred to as Rider Content. You retain ownership of your Rider Content. You are solely responsible for the Rider Content that you upload, publish, display, link to, or otherwise make available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your Rider Content. You understand that EZRiderDemo does not guarantee any confidentiality with respect to any Rider Content.

2. You agree not to post Rider Content, or take any actions on or through the Service, that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details, or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct. You agree that any Rider Content that you post does not and will not violate third-party rights of any kind, including, without limitation, any Intellectual Property Rights (as defined below), rights of publicity and privacy. EZRiderDemo reserves the right, but is not obligated, to reject and/or remove any Rider Content that EZRiderDemo believes, in its sole discretion, violates these provisions. You understand that publishing your Rider Content on the Service is not a substitute for registering it with the United States Copyright Office.

3. For the purposes of this Agreement, Intellectual Property Rights means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.

4. EZRiderDemo takes no responsibility and assumes no liability for any Rider Content that you or any other Rider or third-party posts or sends over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any Rider Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service is solely your responsibility. EZRiderDemo is not responsible for any public display or misuse of your Rider Content. You understand and acknowledge that you may be exposed to Rider Content that is inaccurate, offensive, indecent, objectionable, or inappropriate for children, and you agree that EZRiderDemo shall not be liable for any damages you allege to incur as a result of such Rider Content.

## I. Other Riders; No Endorsement

1. While we may take actions to verify Rider identities and descriptions and information regarding Powersport vehicles available via the Service, EZRiderDemo does not endorse any Riders or their background, any Rider Content, Powersport vehicle, or Demos. You are solely responsible for your interactions with other EZRiderDemo Riders. We reserve the right, but have no obligation, to monitor disputes between you and other Riders. EZRiderDemo shall have no liability for your interactions with other Riders, or for any Riders' action or inaction, with respect to Demos or the Service. YOU ACKNOWLEDGE THAT EZRIDERDEMO DOES NOT OFFER TRANSPORTATION SERVICES. INSTEAD, THE SERVICE ALLOWS RIDERS AND DEALERS TO TRANSACT DEMOS DIRECTLY WITH EACH OTHER. While we may help facilitate successful transactions and the resolution of disputes, we do not guarantee the quality, safety, truth, or accuracy of Demo products, Rider Content, or other services or transactions available via the Service.

2. By using the Service, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Riders or other third parties will be limited to the particular Rider or third party that causes you harm, and you agree not to attempt to impose liability on or seek any legal remedy from EZRiderDemo with respect to such actions or omissions. If you have a dispute with one or more Riders, you release us, and our officers, directors, agents, subsidiaries, and employees from claims, demands, and actual and consequential damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes or your use of the Service. If you are a California resident, you waive California Civil Code 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.”

3. PLEASE NOTE THAT, AS STATED ABOVE, THE SERVICE IS INTENDED TO BE USED TO FACILITATE DEMOS. EZRIDERDEMO CANNOT AND DOES NOT CONTROL THE RIDER CONTENT CONTAINED IN ANY DEMO, THE CONDITIONS OF ANY POWERSPORT VEHICLES PROVIDED THROUGH THE SERVICE, THE BEHAVIOR OF ANY RIDER, OR THE ACTIONS OF ANY RIDER. EZRIDERDEMO IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL DEMOS AND RIDER CONTENT. ACCORDINGLY, ANY DEMOS MADE BY A RIDER AND/OR DEALER WILL BE MADE AT THE RIDER, AND/OR DEALER'S OWN RISK.

## **J. Licensing and Proprietary Terms**

1. You retain all ownership rights in your Rider Content. By posting any Rider Content on the Service, you expressly grant, and you represent and warrant that you have the right to grant, to EZRiderDemo a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such Rider Content and your name, voice, and/or likeness as contained in your Rider Content, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed, for use in connection with EZRiderDemo's (and its successors and affiliates) business. You also hereby grant each Rider of the Service a non-exclusive license to access your Rider Content through the Service and to use, reproduce, distribute, display, and perform such Rider Content as permitted through the functionality of the Service, and under this Agreement.
2. Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, revocable license to use the Service for your personal use only as a Rider and for commercial use only as a Dealer. EZRiderDemo reserves all rights not expressly granted herein in the Service and the EZRiderDemo Content as defined below. EZRiderDemo may terminate this license at any time for any reason or no reason.
3. You may not: (i) modify, disassemble, decompile, or reverse engineer the EZRiderDemo Platform or any incorporated Software or applications, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the EZRiderDemo Software to any third party or use the EZRiderDemo Software to provide time sharing or similar services for any third party; (iii) make any copies of the EZRiderDemo Software; (iv) remove, circumvent, disable, damage, or otherwise interfere with security-related features of the EZRiderDemo Software, features that prevent or restrict use or copying of any content accessible through the EZRiderDemo Software, or features that enforce limitations on use of the EZRiderDemo Software; or (v) delete the copyright and other proprietary rights notices on the EZRiderDemo Software.
4. You acknowledge that EZRiderDemo may from time to time issue upgraded versions of the EZRiderDemo Platform including the Software and Applications as may now, or in the future be offered in order for you to access these Services, and may automatically electronically upgrade the version of the EZRiderDemo Software that you are using on the device or devices you use to access your account. You consent to such automatic upgrading on your device, and your continued use of the EZRiderDemo Software or Service constitutes your agreement to the terms and conditions of this Agreement will apply to all such upgrades.
5. Any third-party code that may be incorporated in the EZRiderDemo Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code.
6. The foregoing license grant is not a sale of the EZRiderDemo Software or any copy thereof, and EZRiderDemo or its third-party partners or suppliers retain all right, title, and interest in the EZRiderDemo Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. EZRiderDemo reserves all rights not expressly granted under this Agreement.
7. The EZRiderDemo Platform and attendant Services and Software originates in the United States and is subject to United States export laws and regulations. The EZRiderDemo Platform and Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the EZRiderDemo Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the EZRiderDemo Software and the EZRiderDemo Service.
8. Except for your Rider Content, the Service and all materials therein or transferred thereby, including, without limitation,



software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and Rider Content (the "EZRiderDemo Content"), and all Intellectual Property Rights related thereto, are the exclusive property of EZRiderDemo and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, demo, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any materials or content accessible on the Service. Use of the EZRiderDemo Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

9. To the extent you may be allowed to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited, and without restriction and will not place EZRiderDemo under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, EZRiderDemo does not waive any rights to use similar or related ideas previously known to EZRiderDemo, or developed by its employees, or obtained from sources other than you.

#### **K. EZRiderDemo Fees**

To the extent EZRiderDemo offers this Platform and incorporated Services for the administering transactions between users and providing insurance coverage as detailed in the Insurance Terms. As such, EZRiderDemo charges fees for use and provision of these Services as published or presented to you in an invoice through your user dashboard in order to complete a reservation. EZRiderDemo may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion. All fees and charges for your use of the Service are non-refundable.

#### **L. Terms of Payment:**

1. Transactions will not be considered closed until 45 days after the end of the Demo and Drop-off. During this time the payment method used by our Payment Processor will remain open to cover the costs of incidentals, unless and until the Parties have mutually agreed to conclude the Reservation, and Dealer has inspected the Powersport vehicle, no insurance and/or damage claim is open, and EZRiderDemo is satisfied the Transaction has been successfully completed.

2. Payments may be held if EZRiderDemo has not received notification that the Reservation has concluded successfully by both parties, and EZRiderDemo reserves the right to pursue remedial actions necessary, including Dispute Resolution to ensure conclusion of the Reservation. Additionally, EZRiderDemo shall not consider a Demo to have officially commenced unless all Check-In procedures have been followed including registering Passengers. EZRiderDemo may elect to take remedial actions on any Riders account, including withholding funds, or suspending or terminating Rider accounts in the event procedures set forth in these Terms are not followed.

3. In addition to the amount due, delinquent Accounts and/or chargebacks will be charged with fees and/or charges that are incidental to the collection of delinquent Accounts and/or chargebacks including, but not limited to collection fees and/or convenience fees and/or other third parties charges. Members hereby explicitly agree that all communication in relation to delinquent Accounts will be made by email or by phone, as provided to EZRiderDemo by Members. Such communication may be made by EZRiderDemo or by anyone on its behalf, including but not limited to a third-party collection agent.

#### **M. Privacy**

We care about the privacy of our Riders. Our Privacy Policy outlines how we use and safeguard your information. You understand that by using the Service, you are consenting to the collection, use, and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to, and processed in the United States.

#### **N. Security**

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## **O. Rider Communications**

When you opt-in to the Services, EZRiderDemo may contact you through by text, email or communications preferences you have indicated. To the extent your account user dashboard enables you to receive communications having registered so long as that account is not terminated you shall be deemed to consent to receive communications as necessary to provide these Services. To the extent you wish to limit communications by text or email, you are responsible for modifying these user settings.

## **P. DMCA Notice**

1. Since we respect owner rights, it is EZRiderDemo's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

2. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify EZRiderDemo's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright Dealer;
- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that is claimed to be infringing and where it is located on the Service;
- Information reasonably sufficient to permit EZRiderDemo to contact you, such as your address, telephone number, and, e-mail address;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright Dealer, its agent, or law; and

A statement made under penalty of perjury, that the above information is accurate and that you are the Copyright Dealer or are authorized to act on behalf of the Dealer.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice EZRiderDemo, Inc.

Email: DMCA@EZRiderDemo.com

3. UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES.

4. Please note that this procedure is exclusively for notifying EZRiderDemo and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with EZRiderDemo's rights and obligations under the DMCA, including 17 U.S.C. 512(c) but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

5. In accordance with the DMCA and other applicable law, EZRiderDemo has adopted a policy of terminating, in appropriate circumstances and at EZRiderDemo's sole discretion, members who are deemed to be repeat infringers. EZRiderDemo may also at its sole discretion limit access to the Service and/or terminate the Accounts of any Riders who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **Q. Additional Representations and Warranties**

1. In addition to the other representations and warranties in this Agreement, you affirm, represent and warrant that:

a) You are the age of majority in the jurisdiction in which you reside and able to enter into a contract and you warrant that you are competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement; you are a United States resident; and you have not previously been removed from the Service unless you have a valid notice of reinstatement from EZRiderDemo.

b) If you are a Dealer, to the best of your knowledge and belief, any Powersport vehicle you offer for Demos hereunder is in sound and safe condition and free of any known faults or defects that would affect its safe operation under normal use.

- c) If you are a Rider, you agree to inform EZRiderDemo of any changes in your driving record including but not limited to any driving "incidents or any Major Violations" (as defined by the Rider and Powersport vehicle Eligibility Requirements).
- d) Your Rider Content and EZRiderDemo's use thereof as contemplated by this Agreement and the Service will not infringe any rights of any third party, including but not limited to any Intellectual Property Rights, privacy rights, and rights of publicity.
- e) To the best of your knowledge, all of your Rider Content and other information that you provide to us is truthful and accurate.

## **R. Third-Party Links**

The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by EZRiderDemo. EZRiderDemo does not endorse any such sites, or the information, materials, products, or services contained on or accessible through such sites. EZRiderDemo has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. If you access a third-party website from the Service, you do so at your own risk, and you understand that this Agreement and EZRiderDemo's Privacy Policy do not apply to your use of such sites. You expressly relieve EZRiderDemo from any and all liability arising from your use of any third-party website or services or third party owned content. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that EZRiderDemo shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers, affiliates or third-parties.

## **S. Indemnity**

You agree to defend, indemnify, and hold harmless EZRiderDemo and its 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 or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including, without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including, without limitation, any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule, or regulation of the United States or any other country; (v) any claim for damages that arise as a result of any of your Rider Content or any that is submitted via your Account; or (vi) any other party's access and use of the Service with your unique username, password, or other appropriate security code.

## **T. Insurance**

EZRiderDemo maintains insurance that provides certain coverage to Dealers and Riders for Demos transacted through the Service, as further described in our Insurance Statement (the "EZRiderDemo Insurance"). In the event that a Demo in which you participate as a Rider results in a claim covered by the EZRiderDemo Insurance, EZRiderDemo will make commercially reasonable efforts to assist you in submitting a claim. EZRiderDemo does not guarantee the results of any claim submitted for coverage under the EZRiderDemo Insurance. You agree that all insurance-related communications will be conducted electronically.

## **U. Warranty Disclaimers**

1. IF YOU CHOOSE TO USE THE SERVICE AND/OR PARTICIPATE IN A DEMO, YOU DO SO AT YOUR OWN RISK. YOU ACKNOWLEDGE AND AGREE THAT EZRIDERDEMO DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ANY RIDER, INCLUDING BUT NOT LIMITED TO RIDERS AND DEALERS. THE SERVICE AND ANY CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE 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, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EZRIDERDEMO OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, EZRIDERDEMO, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE EZRIDERDEMO CONTENT IS ACCURATE, RELIABLE, OR CORRECT; THAT THE SERVICE OR ANY DEMO WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY

DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS FROM YOUR USE OF THE SERVICE.

2. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER RIDERS OF THE SERVICE AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICE INCLUDING BUT NOT LIMITED TO RIDERS OR DEALERS. YOU UNDERSTAND THAT EZRIDERDEMO DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF RIDERS OF THE SERVICE AND EZRIDERDEMO IS NOT RESPONSIBLE FOR THE ACTION OF RIDERS OF THE SERVICE.

3. EZRIDERDEMO DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE EZRIDERDEMO SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND EZRIDERDEMO WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

## **V. Limitation of Liability**

1. EXCEPT AS EXPRESSLY PROVIDED IN SECTION T (INSURANCE), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EZRIDERDEMO, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, 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 THE USE OF, OR INABILITY TO USE, THIS SERVICE, INCLUDING WITHOUT LIMITATION ANY DEMO. UNDER NO CIRCUMSTANCES WILL EZRIDERDEMO BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EZRIDERDEMO ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS, AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) RIDER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL EZRIDERDEMO, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING ONE THOUSAND DOLLARS (\$1,000). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN EZRIDERDEMO AND YOU.

3. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF EZRIDERDEMO 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.

4. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

5. The Service is controlled and operated from its facilities in the United States. EZRiderDemo makes no representations that the Service is appropriate for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by

the United States or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

#### **W. Assignment**

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by EZRiderDemo without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

#### **X. Termination**

You may terminate your participation in the Service at any time, for any reason, upon receipt by us of your written or email notice of termination. We may terminate your participation in the Service at any time, for any reason or no reason, without explanation. We maintain sole discretion to bar your use of the Service in the future, for any reason that we determine or for no reason. This Agreement will remain in effect after your participation in the Service terminates.

#### **Y. Governing Law**

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over EZRiderDemo, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of a court located in Ventura County, California, for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that the Ventura County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable.

#### **Z. Arbitration**

1. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY. For any dispute with Company, you agree to first contact us at support@EZRiderDemo.com and attempt to resolve the dispute with us informally or according to the terms of the Payment and Administrative Services Policy. In the unlikely event that EZRiderDemo has not been able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute, or controversy (excluding any EZRiderDemo claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration.

2. Where it is reasonably believed the relief sought is \$25,000 or less, and the claim is appropriate to resolve in small claims court, the arbitration will be conducted by FairClaims (<http://www.fairclaims.com/>) in accordance with its Arbitration Rules & Procedures effective at the time a claim is made. Where the relief sought is \$25,001 or more, the arbitration shall be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate by the American Arbitration Association ("AAA") in Ventura County, California under the commercial rules then in effect for the AAA, except as provided herein. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing EZRiderDemo from seeking injunctive or other equitable relief from the courts as necessary to protect any of EZRiderDemo's proprietary interests.

#### **AA. Class Action/Jury Trial Waiver**

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE

SERVICE FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND EZRIDERDEMO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

## **BB. Entire Agreement/Severability**

This Agreement, together with all amendments, all documents referenced in this Agreement, and any other legal notices and agreements published by EZRiderDemo via the Service, shall constitute the entire agreement between you and EZRiderDemo concerning the Service, there are no other oral or written agreements. 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.

## **Dealer Terms**

### **A. EZRiderDemo Dealer Account Terms**

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

### **B. Application and Eligibility**

1. Dealer agrees that it has a current franchise to sell Powersports vehicles, and in the event the franchise terminates Dealer shall provide EZRiderDemo immediate written notice.

2. You agree and understand that EZRiderDemo may require documentation, acceptable at its sole discretion, sufficient to demonstrate that your Powersport vehicle is legally registered, and that you have valid title and/or legal authority to form an agreement with other Riders, or that you have necessary authorizations, to act on behalf of title holder, lease holder, or other party in interest as may be required by law. For our purposes this Agreement shall assume that Dealer shall refer to any parties in interest as they have manifested their mutual agreement as EZRiderDemo may require.

- Please refer to these Terms and notices in your dashboard that may require you to submit additional documentation or information as might be required by law, or changed EZRiderDemo policies. 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. Maintenance and Safety**

Dealer further agrees that they shall be responsible for maintaining Powersport vehicle in accordance with the law and manufacturers' recommendations, at the very least Powersport vehicles shall be offered in a safely operable condition with the understanding the EZRiderDemo community relies on well-maintained Powersport vehicles. EZRiderDemo may make certain assumptions in reliance on information submitted by you at the time of registration, and on-going maintenance of the Powersport vehicle. At our sole discretion, we may request further documentation to ensure the quality of Powersport vehicles listed on this Service, at the time of application, and to ensure regular and routine maintenance is provided. EZRiderDemo may assume that Dealer shall maintain Powersport vehicle, and perform routine inspections between demos, as a condition of this Agreement and your continued use of these Services as a Dealer.

#### **D. Your Dealer Account and Listings**

Dealer agrees and understands that their continued registration through this Service requires their continued assistance in maintaining quality in the EZRiderDemo community. This means that listings created shall be accurate and include pictures and documentation (Make, Model and Year). Listings deemed to be inaccurate or deceptive may be reported, requiring correction, failure to do so may result in suspension or termination of your account. You agree and understand that the EZRiderDemo Service is provided for you to enter into a Reservation and Demo agreement with Riders. EZRiderDemo provides administrative support in this process. EZRiderDemo is not a party to the agreement between Riders, nor do we provide legal advice beyond providing a template for recording agreements between Riders. EZRiderDemo does not undertake to warrant the sufficiency or accuracy of information as communicated between Riders, however EZRiderDemo reserves the right to terminate or suspend Rider accounts deemed to violate the incorporated Terms and Conditions.

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

1. 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 per Payment Terms. EZRiderDemo, working with trusted third parties (including insurance providers) shall act as Agent for Riders and Dealers with regards to assisting in the Insurance process.

#### **F. EZRiderDemo Obligations**

EZRiderDemo does not act as Insurer, Payment Processor, nor are we a party to Riders contracts. 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 and Services, EZRiderDemo charges fees. Fees for additional Services shall be charged as necessary on terms communicated to Riders prior to transactions.

#### **G. Reservation and Demo Procedures**

1. Upon receipt of Reservation request by Rider, Dealer should respond in a timely fashion. In the event Reservation request does not include all required or requested information, EZRiderDemo requires that the Dealer contact Rider, and ensure that the **Reservation Agreement** reflects the terms under which the Parties might agree to the Reservation, in compliance with the Terms and Conditions of the EZRiderDemo Service.
2. Both Parties shall then be required to execute a Reservation Agreement that reflects the EZRiderDemo Terms between them and acknowledges EZRiderDemo's supporting role.

#### **H. Demo Start**

1. Dealer shall greet the Rider at the dealership, escort them to the vehicle shall then instruct Rider on the basics of operation specific to the Powersport vehicle.

A booked Reservation should not be converted into a Demo unless all conditions precedent have been performed, meaning terms of your Reservation Agreement, and EZRiderDemo Terms are satisfied. As a practical matter, this means if you detect any obvious or likely possibility of Rider engaging in Prohibited Activities as listed in the Riders Terms, EZRiderDemo permits you to make a judgement call. Intoxication or lack of skill sufficient to safely operate the Powersport vehicle should be a basis for cancellation of the Reservation. Understand that no liability will attach to Dealer for negligent entrustment to the Rider if impediments to safe operation are not recognized by the Dealer. However, do understand that Rider may have recourse through the Administrative Terms, the Parties have accepted to submit to an informal dispute resolution process. EZRiderDemo reserves the right to review a Dealer account if a pattern of unwarranted cancellations and unfavorable disputes is detected.

3. If no obvious violations of EZRiderDemo Terms, or your Reservation Agreement between Rider and Dealer are detected, please allow Rider access to the vehicle.

#### **J. Accidents or Damage**

1. If at any time during the Demo period the Rider reports any damage or accident to you, be sure to report them via the insurance claims submission form in the booking details page. If practicable, you may take possession of your Powersport

vehicle before the end of the Demo period in the event of an accident or equipment failure. Please advise Rider to immediately initiate the Insurance claim process if necessary.

2. If you detect damage or receive any fines or tickets after drop-off, please use tools or procedures as EZRiderDemo may offer in order to be reimbursed as agreed. Pursuant to EZRiderDemo's Payment and Administrative terms, you may be required to provide materials prior to any reimbursement being processed or having Riders Payment Method charged. Please consult EZRiderDemo's Payment and Administrative terms for more information.

## 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 be 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 (ie. 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 polices, 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.

# **Privacy Policy**

EZRiderDemo is committed to your right to privacy and takes your privacy seriously. This privacy policy statement ("Privacy Policy") describes our collection, use, and disclosure of your personal information. This Privacy Policy is incorporated into the Terms and Conditions of the EZRiderDemo platform. EZRiderDemo only uses data collected or provided by you to the extent necessary to provide our Services.

## **A. Information Collected and How We Collect It**

1. We collect several types of information from and about users of our Service, including information:

- a) By which you may be personally identified: such as name, postal address, e-mail address, telephone number or any other identifier by which you may be contacted online or offline ("personal information");



- b) That is about you but individually does not identify you: About your internet connection, the equipment you use to access our Service, and usage details.
  - c) Personally identifiable information that might be used to determine your eligibility to make legal use of these Services and enter into transactions with other Riders.
2. We collect this information: Directly from you when you provide it to us.
  3. Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.

## **B. Information You Provide to Us**

1. The information we collect on or through our Service may include:
  - a) Information that you provide in the process of registering a Rider Account, posting listings, or entering into an agreement with another Rider. We may also ask you for information when you report an accident or an issue with this Service.
  - b) Details of reservations and demos you carry out through our Service. You may be required to provide financial information in the process of registering a Rider account or transacting with another Rider. All such financial information is processed by a trusted third-party partner.
2. You also may provide information to be published, listed, or displayed (hereinafter, "posted") on public areas of the Service, or transmitted to other users of the Service or third parties (collectively, "Rider Contributions"). Your Rider Contributions are posted on and transmitted to others at your own risk, and we request that you exercise common sense in making choices about posting of information publicly.

## **C. Information We Collect Through Automatic Data Collection Technologies**

1. As you navigate through and interact with our Service, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:
  - a) Details of your visits to our Service, including traffic data, location data, logs and other communication data and the resources that you access and use on the Service.
  - b) Information about your computer and internet connection, including your IP address, operating system, and browser type.
2. The information we collect automatically is only statistical data and does not include personal information, but we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Service and to deliver a better and more personalized service, including by enabling us to:
  - a) Offer administrative services to our Riders.
  - b) Store information about your preferences, allowing us to customize our Service according to your individual interests.
  - c) Recognize you when you return to our Service.
3. The technologies we use for this automatic data collection may include:
  - a) Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer.
  - b) Web Beacons. Pages of our the Service may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or and for other related Service statistics (for example, recording the popularity of certain Service content and verifying system and server integrity).

You may refuse to accept browser cookies by activating the appropriate setting on your browser.

However, if you select this setting you may be unable to access certain parts of our Service. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Service.

We do not collect personal information automatically, but we may tie this information to personal information about you that we collect from other sources or you provide to us.

#### **D. Third-Party Use of Cookies and Other Tracking Technologies**

Some content, including advertisements, on the Service are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our Service. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers.

#### **E. How We Use Your Information**

We use information that we collect about you or that you provide to us, including any personal information:

- a) To present our Service to you.
- b) To facilitate transactions between Riders.
- c) To assist third-party partners in providing related Services.
- d) To fulfill any other purpose for which you provide it.
- e) To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection, or in relation to EZRiderDemo's role as Payment Agent.
- f) To notify you about changes to our Service or any products or services we offer or provide through it.
- g) In any other way we may describe when you provide the information.
- h) For any other purpose with your consent.

#### **F. Disclosure of Your Information**

1. We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

2. We may disclose personal information that we collect or you provide as described in this privacy policy:

- a) To our subsidiaries, affiliates and third party service providers.
- b) To contractors, service providers, and other third parties we use to support our business.
- c) To fulfill the purpose for which you provide it.
- d) For any other purpose disclosed by us when you provide the information.
- e) With your consent.

3. We may also disclose your personal information:

- a) To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- b) To enforce or apply our EZRiderDemo Terms and other incorporated agreements, including for billing and collection purposes.
- c) If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of EZRiderDemo, our customers, or others.

#### **G. Choice Regarding Disclosure of Contact Information**

You may choose not to provide us with any Contact Information. In such an event, you will not be eligible to use certain features of this Service.

#### **H. Confidentiality and Security of Contact Information**

Except as described in this Privacy Policy, we will not share your Contact Information with third parties, unless such disclosure is necessary (as determined in our sole discretion) to: (a) comply with a court order or other legal process; (b) protect the rights,

property, and/or safety of EZRiderDemo or any third party; or (c) enforce the EZRiderDemo Terms.

We use reasonable measures to maintain the security of your Contact Information. However, no company, organization, or online community, including EZRiderDemo can fully eliminate security risks associated with personal information.

#### **I. Other Disclosures**

We may provide your personal information to third party service providers who work on behalf of or with EZRiderDemo to provide some of the services and features of the EZRiderDemo Site and to help us communicate with the members of our Service.

However, these service providers do not have any independent right to share this information (except pursuant to a legal requirement such as a subpoena or warrant).

#### **J. Other Limits to Your Privacy**

Our Site may contain links to other third-party Services ("Linked Services"). We are not responsible for the privacy practices or the content of the Linked Services. If you choose to visit other Services, we are not responsible for the Privacy Practices or content of those other Services, and it is your responsibility to review the Privacy Policies at those Services to confirm that you understand and agree with their policies.

#### **K. Accessing and Correcting Your Information**

You may be able to configure or change certain settings by logging into your Rider account and dashboard that allow you to control your privacy settings.

You may also send us an email at [Privacy@EZRiderDemo.com](mailto:Privacy@EZRiderDemo.com) to request access to, correct or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

#### **L. Your California Privacy Rights**

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights.

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Services that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to [privacy@EZRiderDemo.com](mailto:privacy@EZRiderDemo.com).

#### **M. Changes to Our Privacy Policy**

It is our policy to post any changes we make to our privacy policy on this page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Services and this privacy policy to check for any changes.

#### **N. Contact Information**

To ask questions or comment about this privacy policy and our privacy practices, contact us at: [privacy@EZRiderDemo.com](mailto:privacy@EZRiderDemo.com).

## **Reservation Agreement**

The following terms have been agreed between Rider, and the Dealer (the "Parties"), as they have agreed upon certain terms and created a reservation using the EZRiderDemo platform and subject to the EZRiderDemo Terms. The Parties agree and understand that EZRiderDemo provides a platform enabling them to agree to the terms of the Reservation between the Parties.

A. THE PARTIES AGREE THAT EZRIDERDEMO IS NOT A PARTY TO THIS RESERVATION AGREEMENT, EXCEPT TO THE EXTENT THEY SHALL PROVIDE ADMINISTRATIVE AND SUPPORT SERVICES TO FACILITATE THE PERFORMANCE OF THE

AGREEMENT BETWEEN THE PARTIES ACCORDING TO RESERVATION REQUIRED PRIOR TO START OF DEMO PERIOD.

B. Subject to the Rider and Dealer Policies, and EZRiderDemo Service Agreement, the Rider has communicated a booking request or, "offer" to the Dealer, and Dealer has accepted.

C. Subject to completion of the Reservation, as further described in EZRiderDemo's Dealer and Rider's Terms, the Parties shall follow the procedures detailed in the Pick-up section of the Dealer and Rider's Terms.

D. The Demo period shall commence upon the Parties mutual satisfaction of the conditions precedent

E. Until such time as the Demo Period commences the confirmed reservation is voidable if either Party believes starting the Demo or Trip Period would violate any incorporated Terms including this Reservation Agreement.

F. During the Demo period the Parties may only alter the terms of this Reservation by the Parties as specifically provided for under EZRiderDemo's Terms, or by express written agreement to an extension of the Demo Period by the Parties.

G. The Parties agree that Rider's submission of valid license, shall serve as confirmation that the Reservation terms have been accepted by the Parties.

H. If the Parties decide not to commence the Demo or Trip Period, for failing to meet any condition of this Reservation Agreement, or incorporated EZRiderDemo Terms this Reservation Agreement may be voidable subject to cancellation Terms of EZRiderDemo.

Accordingly, the Parties accept EZRiderDemo's appointment as Agent in furtherance of this transaction.

I. The Parties agree and understand that EZRiderDemo shall be responsible for collecting fees to which the Parties have agreed and any overages, fees, or amounts not covered by insurance.

J. For this administrative service, and provision of the EZRiderDemo platform EZRiderDemo shall charge fees as further outlined in the EZRiderDemo Terms.

K. The Parties agree and represent that they have reviewed the EZRiderDemo Insurance Terms and have been made aware of additional insurance products that may be available to them.

L. EZRiderDemo instructs the Parties that adherence to the EZRiderDemo Terms set forth are required to ensure coverage of any applicable Insurance Policy offered by third parties through EZRiderDemo.

M. Coverage under the Insurance Policy is not effective until all conditions set forth in this Agreement, and Terms otherwise incorporated have been satisfied, and the Demo Period has begun.

N. Acceptance of this Reservation, and commencement of the Demo Agreement shall denote Parties acceptance of all incorporated EZRiderDemo Terms.

## Demo Agreement

The following terms have been agreed between Rider, and the Dealer (the "Parties"), as they have agreed upon certain terms and created a reservation using the EZRiderDemo platform and subject to the EZRiderDemo Terms. The Parties agree and understand that EZRiderDemo provides a platform enabling them to agree to the terms of the Reservation and the Demo between the Parties.

THE PARTIES AGREE THAT EZRIDERDEMO IS NOT A PARTY TO THIS DEMO AGREEMENT, EXCEPT TO THE EXTENT THEY SHALL PROVIDE ADMINISTRATIVE AND SUPPORT SERVICES TO FACILITATE THE PERFORMANCE OF THE AGREEMENT BETWEEN THE PARTIES ACCORDING TO RESERVATION REQUIRED PRIOR TO START OF DEMO PERIOD.

NOTICE TO THIRD PARTIES:

THIS DOCUMENT SHALL SERVE AS NOTICE TO THIRD PARTIES ONLY TO THE EXTENT THAT IT SHALL DEMONSTRATE THAT THE PARTIES HAVE EXECUTED A RESERVATION AGREEMENT AND UPON COMMENCEMENT OF THE DEMO PERIOD, DEALER HAS EFFECTUATED A BAILMENT OF THE LISTED EQUIPMENT TO THE RIDER.

RIDER HAS RIGHTFUL POSSESSION OF THE LISTED EQUIPMENT DURING THE TERM OF THE DEMO WITH ALL DUTIES AND OBLIGATIONS ARISING THEREFROM. EXCEPT FOR THIS NOTICE OF LEGAL POSSESSION AND OPERATION OF THE EQUIPMENT PURSUANT TO THIS DEMO AGREEMENT, NO WARRANTIES OR TERMS ARISING UNDER THIS OR RELATED

AGREEMENTS SHALL CREATE PRIVACY OF CONTRACT WITH ANY THIRD PARTY, ASIDE FROM INSURERS.  
SPECIFICALLY, NO PASSENGERS, OR OTHER PARTIES IN INTEREST ARE MADE PARTIES TO THIS AGREEMENT UNLESS SPECIFICALLY LISTED, WITH DENOTED EXECUTION AND ACCEPTANCE OF THIS AND RELATED AGREEMENTS.