

QWIKHITCH TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS LIMIT YOUR RIGHTS IN RESOLVING ANY DISPUTE SUCH AS BY BINDING ARBITRATION AND CLASS ACTION WAIVER. BY ENTERING INTO THE RENTAL AGREEMENT YOU ACKNOWLEDGE THAT YOU HAVE READ ALL THE TERMS AND CONDITIONS AND THAT YOU HAVE OBTAINED LEGAL ADVICE TO THE EXTENT NECESSARY FOR YOU TO ENTIRELY UNDERSTAND THEM.

1. The Rental Agreement. The Rental Agreement between you and QwikHitch LLC (or authorized Licensee) consists of the Rental Terms and Conditions herein including the Privacy Notice and Arbitration Clause incorporated herein, the Rental Contract, the Rental Receipt, and any additional documents signed by you or sent to you.

2. Your Rental. You rent from QwikHitch LLC the trailer described in the Rental Agreement. The Rental Agreement is solely a transfer of possession, and not of ownership. “You” and “your” refer to the person and/or entity executing the Rental Agreement, whereas “we,” “our,” and “us” refer to QwikHitch LLC. You certify that all your representations are entirely truthful and correct. You agree that you are not our agent for any purpose. You further agree not to assign, delegate, or transfer any of your obligations under the Rental Agreement.

3. Changes. Any change in the Rental Agreement must be in writing and signed by an authorized representative of QwikHitch LLC. You further agree that we have the unilateral right to change these Terms and Conditions from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on our website (<https://www.QwikHitch.com>). Such changes will apply to rentals that you reserve or that commence after such notice has been given, as indicated by the date of such notice by a written notice or by a website posting.

4. Meaning of Trailer. The word “trailer” in the Rental Agreement means the equipment rented to you or its replacement and includes tires, tools, keys, plates, documents, and any other product or property provided by QwikHitch LLC with the Rental.

5. Who May Tow the Trailer. You represent to QwikHitch LLC that you are and will continue to be a capable and validly licensed driver throughout the term of our Rental Agreement.

QwikHitch LLC has the right to verify that your license and vehicle insurance is valid and in good standing. We reserve the right to deny rentals in our own sole discretion based upon (i) information about your license or vehicle insurance status, (ii) authenticity of your driver's license or other credentials, (iii) the inability to verify your identity or payment methods, (iv) your driving record provided by a government agency of the jurisdiction that issued your license, or (v) any other information received from any other source in the business of validating an identity or the driver's license credentials that we believe to be reliable. We reserve the right to validate your driving credentials and license good standing periodically without notice to you. Unless agreed to in writing, only you are permitted to tow the rented trailer ("Permitted User"). We may charge an additional fee for each additional Permitted User during the term of the Rental Agreement. You accept full financial responsibility at all times for all users during the Rental Agreement.

6. Return of the Trailer. You agree to return the Rental to us in the same condition you received it, ordinary wear and tear excepted, on the date, at the time and to the location specified in the Rental Agreement. If you return it late, you may also be charged a late return fee. If you wish to extend a rental you must contact us at **918.289.9862 or at info@qwikhitch.com** to request the extension before the agreed to return date and time. We may or may not grant the requested rental extension in part or whole, and in our sole discretion. If you do not return the Rental to the agreed to location, you may be subject to additional fees and/or criminal penalties. If we do grant the requested extension, a different rate may be applied to the extension period and a service fee may also apply.

7. Where You'll Return the Rental. The Rental must be returned to the agreed return location as specified in the Rental Agreement. If return is indicated to a location other than the location where your rental commences, you may be charged an additional one-way service fee. If you return the Rental to a different location from the agreed return location without our written permission, you agree to pay an unauthorized return location fee.

8. Rental Charges. You agree to pay a rental fee based on the term of the Rental Agreement. The daily rate is based on consecutive 24 hour periods commencing when your rental begins. If you fail to comply with any conditions for special rates specified in the Rental Agreement our otherwise applicable rates will be charged. You will pay any Rental recovery and/or repair fees arising from the Rental Agreement.

- a) If you present any rewards certificates, coupons or vouchers associated with a loyalty rewards program, you may be charged a redemption fee.
- b) You will also pay a reasonable cleaning fee if you return the Rental in a dirty condition as determined by us in our sole discretion.
- c) If the Rental is returned with a missing or damaged part you may be charged additional fees.
- d) You and any third party to whom any rental charges are billed, such as an insurer or employer, are jointly and severally responsible for payment of all such charges. If you direct us to bill any such charges to a third party, you represent that you are authorized to do so on behalf of the third party.
- e) To the extent you utilize any rate/benefit discount code in association with a rental, you represent you meet the requisite criteria for utilizing such discount code. Any other use will be viewed as an unlawful use and theft of services for which we can pursue legal remedies, including, but not limited to, reasonable attorneys' fees and costs, and may void any associated discounts or rental benefits.
- f) We make every effort to ensure that all prices and descriptions quoted on our website or elsewhere are correct and accurate. However, in the case of a manifest error or omission, we reserve the right to rescind the Rental Agreement, even if we have already accepted your reservation and/or received your payment. Our liability in that event will be limited to the return of any money that you have paid with respect to the reservation. In the case of a manifest error in which we permit you to keep your reservation, we reserve the right to require that you pay the difference between the quoted price and the correct price, as confirmed in writing by us after the manifest error has been discovered. A "manifest error" means more than a 15% error in pricing.

9. Taxes, Surcharges & Fees. You'll also pay all applicable taxes as well as any additional charges provided on the Rental Agreement which are over and above the base rental rate. These may be surcharges and/or recovery fees to recover certain costs.

10. Card Reserve. If you use a charge card (including any digital wallet or mobile payment application linked to your charge card account), your credit, up to an amount of the estimated total charges due under the Rental Agreement, may be set aside or reserved by your creditor. If you use a debit card, funds in your account may be set aside for the greater of the amount of the estimated total rental charges or a predefined deposit amount. You consent to the reservation of credit or the setting aside of funds at the time of commencement of the rental. You understand

that we will authorize the release of any excess reserve or set aside upon the completion of the Rental Agreement (return of the Rental and our initial determination of whether any additional fees or charges apply). You agree that your card issuer's rules apply as to when our release is actually reflected by your credit line or your account balance, and that your creditor might not immediately apply our release.

11. Repossessing the Rental. We can repossess the Rental at any time in our sole discretion for reasons that include, but are not limited to the following: the Rental is found illegally parked, being used to violate the law or the terms of the Rental Agreement, or appears to be abandoned. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the Rental, including unhitching the Rental from your vehicle, remotely locking the Rental, tracking the location of the Rental through GPS tracking devices and utilizing for our benefit any other devices connected to the Rental or affecting the Rental's operation. If the Rental is repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the Rental. You agree that such costs will be charged to the credit or debit card or account you used in the Rental Agreement.

12. Damage to/Loss of the Rental. If the Rental is lost or damaged as a direct or indirect result of a violation of paragraph 13, or damaged as a result of an act of nature, you are responsible and you will pay us for all loss of or damage to the Rental regardless of cause, or who, or what caused it. If the Rental is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the Rental in its damaged condition, you will pay the difference between the Rental's retail fair market value before it was damaged and the sale proceeds. You authorize us to charge you for the actual cost of repair or replacement of lost or damaged Rental components as part of your rental charges at or after the time of return. If the Rental is stolen and not recovered, you will pay us the Rental's fair market value before it was stolen. As part of our loss, you'll also pay for loss of use of the Rental, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("Incidental Loss"). If your responsibility is covered by any insurance, credit card benefit, travel insurance or such other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and you assign all of your benefits directly to us to recover all consequential and incidental damages, including but not limited to the repairs of the Rental plus diminished value or the fair market retail value of the Rental (less salvage value plus costs incurred in the salvage-sale), and all

Incidental Loss and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid us and what we collected from the third party. You acknowledge that you are not authorized to repair or have the Rental repaired without our express prior written consent. If you repair or have the Rental repaired without our consent, you will pay the estimated cost to restore the Rental to the condition it was in prior to your rental. If we authorize you to have the Rental repaired and the cost of repair is our responsibility, we will reimburse you for those repairs only if you give us the repair receipt.

13. Prohibited Use of the Rental. Certain uses of the Rental and other actions you or a Permitted User may take, or fail to take, will violate the Rental Agreement. **A VIOLATION OF THIS PARAGRAPH, WILL AUTOMATICALLY TERMINATE THE RENTAL AGREEMENT AND ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT WE MAY INCUR. It is a violation of this Paragraph if any of the following occurs:**

A. You use or permit the Rental to be used:

- **by anyone other than a Permitted User, as defined in paragraph 5;**
- **to carry property for hire;**
- **in a test, race, contest, or on unpaved roads;**
- **while the user is under the influence of alcohol, any controlled substance, including without limitation any federally controlled substance listed under the Controlled Substance Act, Title 21 of the United States Code (a "Controlled Substance"), or medications that affect vehicle operation and/or constitute driving while impaired under applicable law;**
- **for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking;**
- **recklessly or while overloaded; or**
- **if the trailer is driven outside the United States without our written permission.**

B. You or another user, whether a Permitted User or not:

- **fail to promptly report to us any damage to or loss of the Rental when it occurs or when you learn of it and provide us with a written accident/incident report or fail to cooperate with our investigation;**
- **fail to report an accident to law enforcement;**
- **obtain use of the Rental through fraud or misrepresentation;**
- **leave the Rental unsecured and the Rental is stolen or vandalized; or**
- **intentionally or with willful disregard cause or allow damage to the Rental.**

14. Fines, Expenses, Costs and Administrative Fees. You'll pay or reimburse us for all fines, penalties, interest, and court costs for parking, traffic, toll and other violations, including storage liens and charges incurred as a result of the Rental Agreement. You will also pay a reasonable administrative fee with respect to any violation of the Rental Agreement, such as for repossessing or recovering the Rental for any reason. You agree we may, in our sole discretion, pay all tickets, citations, fines, penalties and interest on your behalf directly to the appropriate authority and you will pay us for what we paid to the appropriate authority or their designated agents plus a reasonable administrative fee and any attorneys' fees and expenses we incur. You agree and acknowledge that we cooperate with all federal, state/provincial, municipal and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required.

You authorize us to release the rental and credit/debit card information regarding the Rental Agreement to ATS Processing Services, LLC (ATS), Violation Management Services (VMS), or another agent we authorize to act on our behalf for the purpose of processing and billing you for any tickets, citations, fines and penalties incurred by you or assessed against us or the Rental during the Rental Agreement plus a reasonable administrative fee not to exceed \$50 per violation. You authorize as our agent ATS, VMS or another agent we appoint to bill you directly to the credit/debit card you used in the Rental Agreement. You authorize ATS, VMS or another agent we authorize to contact you directly regarding any tickets, citations, fines and penalties incurred by you or assessed against us or to our Rental while it was rented to you.

In the event we use a third party collection service or agent to resolve any tickets, citations, fines, penalties, and interest, you agree to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest. You acknowledge that

you have no right to contest any such infraction or enter any plea other than guilty or no contest unless we consent to your action, provided that the penalty for the infraction is only the payment of money and does not involve any other administrative, civil, or criminal penalty.

You agree to indemnify and hold us, ATS, VMS, and any other agent we authorize harmless for any such tickets, citations, fines, penalties, interest and administrative fees.

15. Roadside Assistance. Roadside assistance is available to all renters within a 25-mile radius of the original pickup location. You may incur added costs in the event emergency roadside assistance is requested outside of the aforementioned area of coverage.

16. Indemnification and Waiver. You agree to defend, indemnify, and hold us harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner from the Rental Agreement or from the use of the Rental by you or any person, including claims of, or liabilities to, third parties. You may present a claim to your insurance carrier for such events or losses; but in any event, you shall have final responsibility to us for all such losses. **YOU WAIVE ANY CLAIM AGAINST US FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE RENTAL AGREEMENT.** You agree that if the Rental Agreement occurs with one of our authorized Licensees, any claim by you, including one that alleges unfair, deceptive or unconscionable conduct, your sole right and remedy is against that Licensee and not against QwikHitch LLC.

17. Property on the Rental. We are not responsible for loss of, theft, or damage to any property on the Rental or the vehicle used to tow the Rental, regardless of who is at fault. You'll be responsible to us for claims by others for loss or damage caused by you and your agents.

18. Currency Conversion. If you use a credit or charge card that is issued by a financial institution outside of the United States and your charges are billed to us in a currency other than U.S. Dollars, the full amount of your charges will be converted to the card account's billing currency by us unless you have instructed us not to perform the conversion process on your personal account profile or submitted a written request in advance to have the currency conversion performed by your card issuer. Our conversion will be based on a conversion rate published by Reuters or another independent reporting service and will incorporate a processing charge no higher than 3% applied to all amounts relating to the Rental Agreement. This charge will replace the currency conversion processing charge applied by your card issuer. You

understand that your card issuer has a currency conversion process; that you have chosen not to use your card issuer's currency conversion process; and that you will have no recourse against your card issuer with respect to any matter related to the currency conversion or disclosure thereof.

19. Error in Rental Charges. The charges shown on the return record are not final and are subject to review. You'll pay any undercharges and you'll receive a refund for any overcharges we discover on review.

20. Collections. If you do not pay all amounts due to us under the Rental Agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the Rental Agreement including, without limitation, payment for loss of or damage to the trailer, rental charges, parking, traffic fines and penalties, toll charges, storage and impoundment fees, and the like, we will take the following actions:

- a) You agree to pay a late charge of 1.5% per month on the past due balance or the highest rate permitted by applicable law, whichever is less (Charges).
- b) You agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs and attorney's fees in addition to any administrative fees, cost of recovery, insufficient funds fees and collection fees (Costs). You authorize us and our collection agent, to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we or our collection agent(s) may access the personal information that you provided to us in any effort to collect any Charges or Costs and may use the address provided by you in the Rental Agreement, or in any customer profile, as the place to send any demands or collection notices.
- c) In the event that you presented a credit card or debit card for payment, you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.

21. Arbitration. Before asserting a claim in any proceeding (including, but not limited to, in an individual arbitration proceeding or in a small claims court proceeding), each party agrees that it shall give the other party written notice of the claim to be asserted 30 days before initiating a proceeding and make a reasonable good faith effort to resolve the claim.

If you intend to assert a claim against us, you agree to first send the written notice of the claim to Attention: QwikHitch LLC, P.O. BOX 461, Catoosa, OK 74015. If we intend to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. The parties may, but are under no obligation to, engage in privileged settlement negotiations during this 30-day period. NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED IN THIS PRE-DISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF).

Except as otherwise provided below, in the event of a dispute that cannot be resolved informally through good faith negotiations, **all disputes between you and us arising out of, relating to, or in connection with the Rental Agreement shall be exclusively adjudicated by binding arbitration** through the American Arbitration Association (“AAA”) pursuant to the AAA’s then-current rules for commercial arbitration. **There is an impartial arbitrator but no judge or jury in arbitration. Both parties waive the right to jury trial.** Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited.

BOTH PARTIES AGREE THAT ANY SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ARBITRATION PROCEEDING. Notwithstanding any provision in the Rental Agreement to the contrary, if the class action waiver in the prior sentence is deemed invalid or unenforceable, neither you nor we are entitled to pursue dispute resolution by binding arbitration. If you are an individual (instead of, for instance, a partnership, corporation, or other form of entity or non-natural person), in the event that (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator’s award may be entered in any court of competent jurisdiction. Notwithstanding any provision in the Rental Agreement to the contrary, the parties agree that if we seek to delete or materially modify the agreement to arbitrate from this dispute resolution provision, any such deletion or material modification will not apply to any individual claim(s) of which you have already provided notice to us. Information on AAA, its rules and

procedures, and how to file an arbitration claim can be found by contacting AAA at 800-778-7879 or on its website at <http://www.adr.org>.

Disputes and claims that are within the scope of a small claims court's authority, as well as disputes and claims regarding personal injury and/or damage to or loss of a Rental related to your rental, are exempt from the foregoing dispute resolution provision.

22. Communication Services. You acknowledge that the Rental is equipped with a Communication Service that provides information such as diagnostics, GPS tracking, and a receiver for receiving remote telemetry signals controlling the trailer's security system. You expressly authorize all of those services. We will not be liable to you or any of your agents in connection with our use of such information. You understand and agree that the Communication System may provide us and/or law enforcement with all necessary information to enable us and/or law enforcement to locate the Rental, if you fail to return the Rental when and where required under the Rental Agreement.

We use the GPS tracking capability to track or locate Rentals which may be late for their scheduled return, reported stolen, suspected of being lost, stolen, or abandoned or as may be required or requested by law enforcement, or to identify Rentals which have been damaged and may require roadside assistance, when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services. You should have no expectation of privacy or confidentiality as to the places where the Rental is towed while rented to you.

For a copy of our Privacy Notice, please go to www.QwikHitch.com or write to Privacy Officer, QwikHitch, P.O. BOX 461, Catoosa, OK 74015.

We may use a third party to process the Communication System information on our behalf. We use this information for some or all of these purposes: (i) to provide certain aspects of our services to you e.g. remote lock/unlock the Rental security system, and automatically transmit Rental data such as location, direction, speed, and other data during the Rental Agreement; (ii) to manage the Rental Agreement e.g. start and termination of the term, exchange or upgrade your Rental; (iii) to enable us to better understand how our Rentals are being used; (iv) to optimize our operations; (v) to assist in the handling of any liability or property damage claims; (vi) to provide roadside assistance services; (vii) to assist in the recovery of Rentals which are overdue,

lost or reported stolen, or suspected of being lost or stolen; (viii) to develop new products and services and enhance our existing products and services; (ix) to respond to requests from law enforcement and/or regulatory authorities; (x) as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services, (xi) to protect the rights and/or property of QwikHitch LLC and third parties; (xii) when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or in other circumstances in which we reasonably believe our Rentals are being or have been used in violation of law or otherwise in the commission of a crime; and (xiii) to comply with law.

23. Privacy. We collect, use and share your personally identifiable information ("PII") with our affiliates, licensees and other third parties to: (a) provide and administer the services you request, including use of corporate discounts and loyalty programs; (b) carry out relevant identity, fraud, security, driving license and credit checks; (c) maintain, develop and improve the administration and management of our services; (d) protect our interests and enforce our rights, including pursuing available remedies or limiting damage that we may sustain; (e) protect the rights, privacy, safety and/or property of you and others; (f) comply with or as permitted by law; and (g) provide you with information about goods and services we think may interest you, unless you opt out. This information may be used by us during and after the rental period. By requesting and using our services, you expressly agree to our collection, use and sharing of your PII for as long as the law allows. For more detail about our privacy practices please see the full Privacy Notice which may be obtained at www.QwikHitch.com or by writing to QwikHitch LLC, P.O. BOX 461, Catoosa, OK 74015.

24. Other Important Provisions. We may transfer our rights and obligations under these Terms and Conditions to another party, but this will not affect your rights or the obligations of the provider under the Rental Agreement. You may only transfer your rights or obligations under these Rental Terms and Conditions to another person if we agree in writing. If we fail to insist that you perform any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. Each of the provisions of the Rental Agreement operate separately. If any court

or competent jurisdiction decides that any discrete provision of them is unlawful or unenforceable, the remaining provisions will remain in full force and effect.

25. Cooperation. You agree to cooperate and coordinate with QwikHitch LLC generally and to take any actions we reasonably request in connection with (i) this Rental Agreement, (ii) your use and return of the Rental, and (iii) any disputes, actions, proceedings, suits, and investigations related to this Rental Agreement or your use of the Rental, including without limitation, execution and delivery of any documents we reasonably request, giving testimony under oath, and taking any other actions we reasonably request related to this Rental Agreement or the Rental.