

RentArtStuff.com Terms of Service

Policy Effective: May 13, 2020

Welcome to RentArtStuff.Com! The website located at www.RentArtStuff.com and the mobile application (the “Platform”) are copyrighted works belonging to RentArtStuff Inc. (“RentArtStuff”, “RAS” “Company”, “us”, “we”). These Terms of Service (this “Agreement”), and all of the policies, guidelines, rules, and agreements included through our Platform, collectively create the legally binding terms and conditions on which RAS offers you access to and use of its services, which include the use of the Platform, products, and marketplace (collectively, the “Services”). If you decide to access and use the Services, you agree to be bound by this Agreement, our policies, guidelines, rules, and agreements which are incorporated by reference. In using our Services, you also agree to abide by all local, state, or federal laws and regulations. **IF, FOR ANY REASON, YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE STOP USING THE SERVICES IMMEDIATELY.**

BOTH YOU AND RAS AGREE, WITH THE LIMITED EXCEPTIONS NOTED BELOW, AGREE TO RESOLVE ALL DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION. BINDING INDIVIDUAL ARBITRATION MEANS THAT YOU AND RAS ARE EACH WAIVING THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION IN THE EVENT OF A DISPUTE.

We do not represent our Services are governed by or operated in accordance with the laws of other nations, or that the Services or any portion of them are appropriate or available for use in any particular location. If you choose to access the Services, you do so at your own risk, and you are responsible for complying with all local laws, rules, and regulations.

This Agreement is also for the express benefit of RAS representatives, trustees, directors, officers, shareholders, subsidiaries, employees, attorneys, and agents. If, and to the extent, an action of any kind is brought against any such person or entity on account of our Services or any communications and interactions with RAS through our Services, such persons or entities shall have all of the protections afforded by this Agreement, including any dispute resolution procedure.

BY ACCESSING OR USING OUR SERVICES, YOU ARE ACCEPTING THIS AGREEMENT (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU FURTHER REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND THAT YOU ARE NOT A PERSON BARRED FROM RECEIVING OUR SERVICES UNDER THE LAWS OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION.

1. Your Use of Our Services.

You may access portions of our Platform without registering. However, you will be required to register with and sign into your RAS account in order to rent equipment . You are responsible for maintaining the confidentiality of your username, password, and other information used to register and sign into your RAS account, and you are fully responsible for all activities that occur under this username and password. Please immediately notify us of any unauthorized use of your account or any other breach of security by contacting us at contact@rentartstuff.com. If you interact with us or with third-party service providers, you agree that all information that you provide will be accurate, complete, and current.

We reserve the right at any time to modify or discontinue, temporarily or permanently, our Services or any part thereof with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of our Services or any part thereof.

RentArtStuff.com is a marketplace technology platform that helps owners of Art Equipment (“Owners”) connect with individuals in need of their equipment on a temporary basis (“Artists”). RentArtStuff.com does not itself rent art equipment; we only provide a service connecting Artists to Owners so they may enter into a rental agreement

The goal of RAS is to create and maintain a marketplace of trustworthy Owners and Artists. Although RAS can help to facilitate the transaction between Owners and Drivers, we do not guarantee the quality or safety of the equipment listed on our site, nor can we guarantee the truth or accuracy of any listings, or whether Owners and Artists will actually

consummate a transaction, including the completion of any payment obligations.

2. Third Party Links, Ads, and Other Users.

Our Platform may link to other websites and/or display advertisements for third parties (“Third Party Platforms”). You acknowledge and agree that RAS does not control and is not responsible for the availability of Third Party Platforms. Furthermore, RAS does not endorse and is not responsible or liable for any content, advertising, products and/or other materials on or available from such Third Party Platforms. RAS makes no warranties or representations of any kind as to the accuracy, currency, or completeness of any information contained in such Third Party Platforms and shall have no liability for any damages or injuries of any kind arising from such content or information. You further acknowledge and agree that RAS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such other Third Party Platform. Inclusion of any third party link does not imply an endorsement or recommendation by RAS. When you click or link to a Third Party Platform, the applicable third party’s terms and policies apply.

3. Using RentArtStuff.com

Owners and Artists will enter into an Equipment Rental Agreement when transacting with each other as part of using the RAS Services. This Equipment Rental Agreement will cover terms including pricing, fees, issues related to the use of

the equipment and any damage related to that use. In accordance with the Equipment Rental Agreement, Owners and Artists are expected to resolve any disputes, including alleged damage or other issues, directly with one another.

Owners and Artists further agree to honestly represent themselves in their communications with RAS and other users, to honestly represent any claims or allegations of damage, and to work in good faith to resolve any disagreement with RAS and other users.

a. Artists

To fully use the Services, you must create an account (“User Account”) by providing certain complete and accurate information and documentation, including (but not limited to) your name, date of birth, an email address and password, and other identifying information as may be necessary . Each Artist may open and maintain only one User Account with RAS. There are no fees for Artists to search for equipment on the Platform.

When you set up a User Account, you agree to allow RAS to store your information and share with Owners as needed for rentals.

RAS reserves the right to decline, restrict or otherwise take action against you and your User Account at our sole discretion based on information we may receive from other users, outside sources or Owners. RAS may terminate or restrict your User Account for any or no reason at any time. RAS may provide any information necessary to the Owner,

insurance companies, or law enforcement authorities to assist in the filing of a stolen equipment claim, or other legal action.

b. Owners.

To use the services as an Owner, you must provide information such as your name, address, phone number, and email address. Your owner listing page will also include information such as the city and neighborhood where the equipment is located, your listing description, your public profile photo, your responsiveness in replying to Artist's queries, and any additional information you share with other Users via the Platform. Your public listing page may also include aggregate demand information (such as number of page views over a period of time).

You agree to: (a) honestly represent yourself and your equipment in your communications with RAS and other users; (b) use photographs that accurately reflect the condition of the equipment at the time of rental; (c) maintain only one active listing, per piece of equipment, at a time, (d) truthfully represent any claims or allegations of damage; and (e) work in good faith to resolve any disagreement with RAS and other Users. Any violation of these terms may result in the denying of any insurance claim or a claim against you.

Unless you have entered into another agreement with RAS, there are no fees for Owners to list equipment on the Platform. Dealers and commercial owners that have entered into separate agreements with RAS may have additional or differing terms than those stated in this Agreement.

4. Off Platform Rentals.

Off platform rentals are rental arrangements made between an Owner and Artists outside of the Platform, while attempting or intending to benefit from any of the Services or the Platform, including without limitation, insurance coverage. Off platform rentals are not permitted. If you receive an offer to rent equipment outside RAS, please report it to RAS immediately. If you fail to follow these requirements, you may be subject to a range of actions, including limits on your access to our Services, restrictions on listings, suspension of your account, application of fees, and recovery of our expenses in policy monitoring and enforcement. Furthermore, off platform rentals are explicitly excluded from any RAS offered insurance coverage or claims.

5. Rental Fees.

To complete a booking and rent equipment, the Artists and Owner will enter into a Equipment Rental Agreement that will specify the terms of the rental including the duration, costs, fees and other relevant information. RAS charges a fee to the Artist and Owner equal to a specified percentage of the equipment rental price. Artists and Owners will be notified of the amount owed to RAS before completing the booking. After the Artist and Owner agree to a price for Artists's rental of Owner's equipment, and sign the Equipment Rental Agreement, the Artist will make a payment to the Owner using the RAS Platform.

In addition to any amount due, delinquent accounts, and chargebacks will be assessed additional fees including, but

not limited to, collection fees, or other third party charges. Further, if your payment method fails or your User Account is past due, we may collect fees owed by charging other payment methods on file with us, retaining collection agencies, and/or legal counsel to pursue such fees. You are responsible to reimburse us for all costs of collection, including collection agency fees, third party fees, and attorneys' fees, and costs. Collection agencies may report information about your User Account to credit bureaus. As a result, late payments, missed payments, and other defaults on your User Account may be reflected in your credit report.

Artists and Owners must have a valid payment method on file in their User Accounts at all times, and agree to pay all fees and applicable taxes associated with the Services by the payment due date. In addition to the fees set forth in the Equipment Rental Agreement, by using the Platform and entering into a rental transaction, the Artist authorizes that up to \$500 may be charged to the Artist's payment method on file in the event that there is a verifiable claim in excess of the security deposit for the rental.

6. Our Intellectual Property

The name RentArtStuff.com, the Platform, and all other RentArtStuff.com marks, logos, designs, and phrasing used in connection with our Services are trademarks, service marks, or trade dress of RentArtStuff.com in the United States may not be used without the prior and express written permission of RAS.

RentArtStuff.com and our associated logos and names, if any, are our trademarks and/or service marks. Other trademarks, service marks, names, and logos used in conjunction with our Services, such as trademarks, service marks, names, or logos associated with third-party organizations, are the intellectual property of their respective owners. You are granted no right or license with respect to any of the foregoing trademarks, service marks, or logos.

Our Platform and Services may be protected by copyright, trademark, patent, trade secret and/or other laws, and we reserve and retain all rights in our Platform and Services. We hereby grant you a limited, revocable, non-sublicensable, non-exclusive, and non-transferable license to access our Platform solely for a use authorized by this Agreement. You may not otherwise reproduce, distribute, communicate to the public, make available, adapt, publicly perform, link to, or publicly display the Platform or Services or any adaptations thereof unless expressly set forth herein.

7. Content You Submit

User Content” means any and all information and content that a user submits to, or uses with, the Platform (e.g., content in your User Account, listings, testimonials, communications with us or other users). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by us, other Users, or third parties, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and

warrant that your User Content does not violate our Acceptable Use Policy (described below). Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Company is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

You retain ownership of any intellectual property contained in your User Web Content. However, you hereby grant (and you represent and warrant that you have the right, permission, consent, or license to grant) us and other users of the Platform a royalty-free and fully paid, irrevocable, transferable, sublicensable, and non-exclusive perpetual license throughout the universe for use in any and all media whether now known or hereafter devised to use and exploit (including without limitation by reproduction, distribution, public display, adaptation, communication to the public, public performance, prepare derivative works of, and incorporate into other works) any and all User Content that you submit to us or through our Platform. You also waive to the fullest extent permitted by law any and all claims against us related to moral rights in the User Content. In no circumstances will we be liable to you for any exploitation of any User Content that you submit.

RAS has no obligation of protecting as proprietary or confidential, express or implied, with respect to any User Content that you submit to us through our Platform, email,

telephone, or otherwise, such as any questions, comments, suggestions, feedback, or the like. You agree that you will not submit to us any information or ideas that you consider to be confidential or proprietary. RAS shall be entitled to use, exploit, or disclose (or choose not to use, exploit, or disclose) such User Content at our sole and absolute discretion without any obligation to you whatsoever (i.e., you will not be entitled to any compensation or reimbursement of any kind from us under any circumstances whatsoever). We shall be free to use any ideas, concepts, know-how or techniques contained in any communication from you to us or another user through our Platform, for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products, without further authorization from you and without any compensation to you.

8. Acceptable Use Policy. The following terms constitute our “Acceptable Use Policy”:

(a) You agree not to use the Platform to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or

(iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Platform any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Platform unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Platform to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Platform, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Platform (or to other computer systems or networks connected to or used together with the Platform), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Platform; (vi) use software or automated agents or scripts to produce multiple accounts on the Platform, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Platform (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Platform for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt

file); (vii) assign or transfer your User Account to any other entity or person; (viii) continue to use the Services if your User Account has been suspended or restricted; or (ix) take any action to circumvent the Services, including completing, initiating, arranging or executing any transactions between an Owner and Driver outside of the Platform.

(c) Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your User Account, and/or reporting you to law enforcement authorities.

9. Procedure for Claims of Copyright Infringement

We have adopted a policy, in compliance with the Digital Millennium Copyright Act (“DMCA”), to enable, at our sole discretion, the expeditious removal of infringing material and the termination of repeat infringers’ User Accounts. If you have a good faith belief that your copyright is being infringed by any content accessible on or through our Platform, please send a notice of claimed infringement, including the information listed below (pursuant to 17 U.S.C. § 512(c)), to us at:

By mail: ???

By email: contact@rentartstuff.com

To be effective, the notice of claimed infringement must include the following required contents:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work on our Platform claimed to have been infringed, or if multiple copyrighted works are covered by a single notification, a representative list of such works;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity that is to be removed, or access to which is to be disabled;
- information reasonably sufficient to permit us to locate the material (providing specific URLs is the best way to help us locate the content quickly);
- Information reasonably sufficient to permit us to contact the complaining party, such as the address, telephone, fax, and/or an email address at which the complaining party may be contacted;
- A statement the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Information provided in this legal notice may be forwarded to the person who provided the allegedly infringing content.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

10. **Insurance.**

When equipment is rented via the Platform, RAS may include, for an additional fee, limited insurance to Artists and Owners. RentArtStuff's insurance is **only** valid in partnership with the insurance provided by **(name of insurance company)**. Artists and Owners have tiers of coverage that they can select when renting through the Platform. Insurance information, based on the protection tiers offered through RAS, will be delivered to the Artist once the Owner confirms booking. For more information on our insurance protections, please see our [Insurance Policy & Protection Plans](#).

11. **Authorization to Contact You.**

You agree that RAS and its third party service providers may contact you using email, autodialed or prerecorded calls and text messages, at any telephone number that you have provided to RAS. You agree that we may contact you to (1) discuss your account, including any transactions related to your account; (2) address or resolve any issues or problems with your account; (3) resolve a dispute; (4) collect any amounts due or past due; (5) inquire about your experience using our Services; (6) as necessary to provide the Services to you; and/or (7) for marketing purposes, including any offers or

promotions related to the Services. RAS may monitor or record telephone conversations for quality control, training purposes or for its own protection. If you opt out of receiving messages, you understand and acknowledge that you may not receive the full value of RentArtStuff's Services. Additional information regarding our information collection and usage practices can be found in our Privacy Policy.

12. Pricing and Product Descriptions

Although we make reasonable efforts to provide accurate pricing information and services descriptions, pricing mistakes, typographical errors, or mistakes regarding vehicle availability may occur. We reserve the right to correct such mistakes and errors. In the event that a service is listed at an incorrect price or a vehicle availability or description is inaccurate, we shall have the right, in our sole discretion, to reject any order or to cancel any orders placed for that vehicle or service.

13. Indemnity

You agree to indemnify and hold RAS and its representatives, officers, shareholders, subsidiaries, affiliates, employees, and agents harmless from any and all third party claims, demands, actions, suits, losses, obligations, liabilities, judgments, proceedings, damages, expenses and costs (including actual attorneys' fees and expenses), arising out of or in connection with (i) your use of the Services; (ii) your breach or violation of any of the terms on which the Services are offered to you; (iii) your breach or violation of any of the terms on which you agree with other users, which can include loss or damage to

any vehicle and any loss or damage rising from the use of any vehicle; (iv) your violation of applicable laws or regulations; or (v) your User Content.

You hereby agree that we shall have the sole right and obligation to control the legal defense against any such claims, demands, or litigation, including the right to select counsel of our choice and to compromise or settle any such claims, demands, or litigation with or without your consent.

14. **Disclaimer of Warranties and Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RENTARTSTUFF DISCLAIMS ALL WARRANTIES OF ANY KIND RELATED TO ITS PORTALS AND/OR SERVICES AND ANY CONTENT OBTAINED THROUGH THE PLATFORMS AND/OR SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT.

RENTARTSTUFF MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED: (1) THAT ITS PLATFORM AND/OR SERVICES WILL MEET YOUR REQUIREMENTS; (2) THAT THE QUALITY OF ANY CONTENT OBTAINED BY YOU THROUGH ITS PLATFORM AND/OR SERVICES WILL MEET YOUR EXPECTATIONS; (3) THAT THE OPERATION OF THE PLATFORM AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED; OR (4) THAT THE PLATFORM, OUR SERVERS, OR COMMUNICATIONS SENT

FROM RAS WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM AND/OR MOBILE DEVICE(S) AND/OR FOR LOSS OF DATA THAT RESULTS FROM YOUR USE OF OUR PLATFORM AND/OR SERVICES.

NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF OURS HAS ANY AUTHORITY TO BIND US TO ANY AFFIRMATION, REPRESENTATION, OR WARRANTY RELATING TO OUR PRODUCTS AND/OR SERVICES OTHER THAN AS SPECIFICALLY PROVIDED HEREIN.

RENTARTSTUFF.COM IS A MARKETPLACE, WHICH MEANS IT IS A TECHNOLOGY PLATFORM THAT HELPS MATCH ART EQUIPMENT OWNERS AND INDIVIDUALS WHO TEMPORARILY NEED THE USE OF SPECIFIC ART EQUIPMENT AND VICE VERSA. RENTARTSTUFF.COM DOES NOT ITSELF RENT VEHICLES AND RAS IS NEITHER RESPONSIBLE NOR LIABLE FOR THE ACTS OR OMISSIONS RAS OF ITS USERS, THE VEHICLE MANUFACTURERS OR ANY THIRD PARTY PRODUCT OR SERVICE PROVIDERS THAT MAY AFFECT THE USE OF ANY VEHICLES MADE AVAILABLE BY USERS ON ITS TECHNOLOGY PLATFORM.

SERVICES PROVIDED BY RENTARTSTUFF IS OFFERED "AS IS" AND "AS AVAILABLE." RAS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS. THIS INCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. RAS MAKES NO REPRESENTATION AND DOES NOT GUARANTEE SUCH THINGS AS QUALITY, SUITABILITY OR RELIABILITY OF THE SERVICES, WHICH INCLUDES SUCH THINGS AS THE QUALITY, FUNCTIONALITY, AVAILABILITY OF ANY EQUIPMENT, OR THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. RAS DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL BE ERROR FREE, NOR DOES IT REPRESENT OR WARRANT A PARTICULAR QUALITY, SUITABILITY OR SAFETY. YOU AGREE THAT ANY AND ALL RISK ARISING OUT OF USING THE SERVICES REMAINS SOLELY WITH YOU, TO THE EXTENT ALLOWED UNDER ALL APPLICABLE LAW. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

15. Limitation of Liability

RAS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH WOULD INCLUDE, BUT IS NOT LIMITED TO, LOST PROFITS OR DATA, GOODWILL, DAMAGE TO REPUTATION, INJURY OR INTERRUPTIONS OF

SERVICE. THESE LIMITS EXTEND TO ANY AND ALL POSSIBLE LEGAL CLAIMS AND THEORIES AND WHETHER THE CLAIMED DAMAGES ARE FINANCIAL OR NON-FINANCIAL IN NATURE. RAS SHALL NOT BE LIABLE FOR ANY LIABILITY OR DAMAGE RELATED TO OR ARISING OUT OF YOUR USE OF (OR INABILITY TO USE) THE SERVICES, THE PLATFORM OR ANY TRANSACTION OR INTERACTION WITH ANY OTHER USER OF THE SERVICES. YOU UNDERSTAND THAT RAS PROVIDES THE TECHNOLOGY AND PLATFORM FOR YOU TO INTERACT WITH OTHER USERS, AND, AS SUCH, RAS CANNOT AND DOES NOT GUARANTEE ANY PARTICULAR PERFORMANCE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF ONE HUNDRED US DOLLARS (U.S. \$100). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR PLATFORM AND/OR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR PLATFORM AND/OR SERVICES.

SOME JURISDICTIONS MAY NOT PERMIT CERTAIN LIMITATIONS OF LIABILITY OR DAMAGES. IF ANY COURT DETERMINES THE LAW OF SUCH A JURISDICTION APPLIES,

OUR LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

16.Release

To the fullest extent permitted by law, you release RAS and its affiliates and subsidiaries, and any of their trustees, members, directors, officers, shareholders, employees, representatives, consultants, attorneys, agents, suppliers, distributors, licensees and/or licensors from any and all responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature (including personal injuries, death, and property damage), known and unknown, arising out of or in any way connected with the following: (i) disputes between users, including those between you and other users; (ii) third party sites and services, including content and/or services found on such sites and services; (iii) disputes concerning any use of or action taken using your User Account by you or a third party; and/or (iv) claims relating to the unauthorized access to any data communications or content stored under or relating to your User Account, including unauthorized use or alteration of such communications or your content.

If you have a dispute with one or more of our users, or with any party who provides advertising or third party services, on, or through our Platform or in conjunction with our Services, or with any party who provides any website/application linked to our Platform, your dispute is solely with that user or third party, and you release RAS from all claims, demands, and damages (direct, incidental, indirect, punitive, statutory,

exemplary, expectation, special or consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE §1542 WHICH STATES THAT “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THIS RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” THE LIMITATIONS IN THIS SECTION NEITHER LIMIT NOR ALTER ANY RIGHTS YOU MAY HAVE AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

You also waive any and all benefits and rights that would otherwise accrue to you by reason of the provisions of any federal or state statute or principle of common law of any state of the United States, or any political entity or nation, province or local law or regulation that may govern this release, which statute, regulation, law or principle provides in substance something similar to California Civil Code § 1542.

You agree not to file any action or lawsuit inconsistent with the foregoing release.

17. Dispute Resolution Agreement

Dispute Resolution. *Please read this Arbitration Agreement carefully. It is part of your contract with RAS and affects your rights. It contains procedures for*

MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(a) *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Agreement or the use of the Platform or Service that cannot be resolved informally shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Agreement.

(b) *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to:

After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be

disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Agreement. The AAA Consumer Arbitration Rules (“Arbitration Rules”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence in the United States, and unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any

court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that the Company made to you prior to the initiation of arbitration, the Company will pay you the greater of the award or \$2,500. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d) *Additional Rules for Non-Appearance Based Arbitration.*

If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e) *Time Limits.* If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(f) *Authority of Arbitrator.* If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief

available to an individual under applicable law, the AAA Rules, and the Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

(g) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR

CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(i) Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(j) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(k) Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(l) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Company.

(m) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall

not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(n) *Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(o) *Courts.* In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Los Angeles County, California, for such purpose.

18. Notice for California Users

Under California Civil Code Section 1789.3, users of our Platform and Services from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

19. Export

The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or

any products utilizing such data, in violation of the United States export laws or regulations.

20. Statute of Limitations

You and RAS agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement, our Platform, our Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.

21. Termination

We may permanently or temporarily terminate or suspend your access to our Platform and/or Services without notice and without liability for any or no reason, including if, in RentArtStuff's sole determination, you violate any provision of this Agreement. Any such termination will be without prejudice to RentArtStuff's rights, remedies, claims, or defenses hereunder.

Upon termination of your access to or ability to use our Platform and Services, including but not limited to suspension of your User Account, your right to use or access any Service and/or any content will immediately cease. All provisions of this Agreement that by their nature should survive termination, shall survive termination, including, but not limited to, ownership provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of our Platform and Services shall not relieve you of any obligations arising or accruing prior to such termination or

limit any liability which you otherwise may have to us or any third party.

You may terminate your User Account with us and under this Agreement at any time by emailing us at contact@rentartstuff.com.

22. **Entire Agreement.** Our failure to exercise or enforce any right or provision of these Agreement shall not operate as a waiver of such right or provision. The section titles in these Agreement are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of these Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is superseded by a valid and enforceable provision that most closely matches the intent of the original provision, and the remainder of these terms and conditions shall continue in full effect. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign this Agreement. This Agreement shall be binding upon assignees.

23. **Electronic Communications.** The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.
24. **Notice.** RAS may provide notice to you related to the Services electronically by directing that notice to the email address you have provided to RAS, or by written notification mailed to the last physical address that you have provided. Notice shall be deemed effective 48 hours after it is sent (if by email) or posting (if by regular mail).
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26. **RentArtStuff.com Contact Information**