

SAPPHIRE AUTO COLLECTIVE

TERMS OF SERVICE

These Terms of Service (the “Terms”) constitute a legally binding agreement between Sapphire Auto Collective LLC, a Montana limited liability company having its principal place of business at 208 Fletching Unit C, Belgrade, Montana 59714 (**the “Company,” “Sapphire Auto Collective,” “we,” “us,” or “our”**), and any individual or entity accessing, browsing, using, booking through, registering with, or otherwise interacting with the Company’s website, booking platform, mobile applications, online services, communications, content, or related offerings (**the “User,” “you,” or “your”**).

These Terms govern access to and use of the Company’s website, booking systems, online services, reservation tools, customer portals, communications, and related digital services. Certain services, including vehicle rentals and vehicle management services, may be subject to separate agreements, policies, disclosures, or supplemental terms that apply in addition to these Terms.

Article 1. DEFINITIONS

1.1. For purposes of these Terms, the following terms shall have the meanings set forth below:

- a. **“Agreement”** means these Terms of Service, together with any policies, disclosures, notices, amendments, and documents expressly incorporated herein by reference.
- b. **“User”** means any individual, business, organization, customer, renter, vehicle owner, visitor, or other person who accesses, browses, uses, registers for, communicates with, or otherwise interacts with the Services.
- c. **“Services”** means the website, booking platform, reservation tools, customer portal, communications systems, content, applications, features, functionality, and other products or services made available by the Company.
- d. **“Booking Platform”** means any website, software, portal, application, reservation system, scheduling platform, or online system used by the Company to facilitate reservations, bookings, customer interactions, payments, or related activities.
- e. **“Reservation”** means any booking request, rental request, confirmed booking, scheduled rental, or other reservation transaction submitted through the Services.
- f. **“Account”** means a registered user profile, customer account, owner account, portal account, or other access credential created in connection with the Services.
- g. **“Content”** means text, graphics, images, photographs, logos, videos, audio, software, designs, documents, information, data, and other materials made available through the Services.
- h. **“Vehicle”** means any automobile, truck, SUV, luxury vehicle, specialty vehicle, or other vehicle listed, offered, managed, rented, marketed, or otherwise made available through the Services.

- i. **“Rental Agreement”** means any vehicle rental agreement, booking agreement, reservation agreement, addendum, waiver, disclosure, policy, or related document governing the rental or use of a Vehicle.
- j. **“Vehicle Management Agreement”** means any vehicle management services agreement, owner services agreement, fleet management agreement, or related agreement entered into between the Company and a vehicle owner.
- k. **“User Content”** means any information, reviews, comments, feedback, photographs, messages, submissions, communications, ratings, documents, or other materials submitted, uploaded, posted, transmitted, or provided by a User through the Services.
- l. **“Third-Party Services”** means services, software, platforms, payment processors, reservation systems, communication providers, hosting providers, advertising providers, or other third-party products or services that may be integrated with or used in connection with the Services.
- m. **“Applicable Law”** means all federal, state, local, and governmental laws, regulations, ordinances, rules, orders, and legal requirements applicable to the Services or the User's activities.
- n. **“Intellectual Property Rights”** means copyrights, trademarks, service marks, trade names, trade dress, patents, trade secrets, proprietary rights, database rights, and all other intellectual property or proprietary rights recognized under Applicable Law.
- o. **“Business Day”** means any day other than a Saturday, Sunday, or legal holiday recognized in the State of Montana.

Article 2. ACCEPTANCE OF TERMS

- 2.1. By accessing, browsing, visiting, registering for, communicating through, making a Reservation through, or otherwise using the Services, the User acknowledges that the User has read, understood, and agrees to be bound by these Terms, as amended from time to time. If the User does not agree to these Terms, the User must immediately discontinue use of the Services. The Company's provision of access to the Services is expressly conditioned upon the User's acceptance of these Terms.
- 2.2. The User further acknowledges that certain Services offered by the Company may be subject to additional agreements, disclosures, policies, waivers, or supplemental terms, including Rental Agreements, Vehicle Management Agreements, privacy policies, payment authorizations, booking policies, or other transaction-specific documents. In the event of a conflict between these Terms and a separate written agreement executed between the User and the Company, the terms of the separate written agreement shall govern solely with respect to the subject matter addressed therein.
- 2.3. If the User is accessing or using the Services on behalf of a business entity, organization, partnership, trust, or other legal person, the individual accepting these Terms represents and warrants that he or she possesses the authority to bind such entity to these Terms. The User further represents and warrants that the User is legally capable of entering into binding agreements and will use the Services in compliance with these Terms and Applicable Law.

Article 3. ELIGIBILITY AND USER ACCOUNTS

- 3.1. The Services are intended solely for individuals and entities that are legally capable of entering into binding contracts under Applicable Law. By accessing or using the Services, the User represents and warrants that the User is at least eighteen (18) years of age or the age of majority in the User's jurisdiction, whichever is greater, and possesses the legal authority and capacity necessary to enter into and comply with these Terms. The Company reserves the right to refuse access to the Services or decline any Reservation, registration, or transaction where the Company reasonably believes that a User does not satisfy the eligibility requirements established herein or under Applicable Law.
- 3.2. Certain features of the Services may require the creation of an Account. The User agrees to provide accurate, current, and complete information during the registration process and to maintain and promptly update such information as necessary to ensure its continued accuracy. The User shall be solely responsible for maintaining the confidentiality of login credentials, passwords, verification information, and other Account access information and shall be responsible for all activities occurring under the User's Account, whether authorized by the User or not. The User shall immediately notify the Company of any unauthorized access to, use of, or security breach involving the User's Account.
- 3.3. The Company reserves the right to verify User information, request additional documentation, suspend or restrict Account access, refuse registration, require identity verification, or terminate Accounts where the Company reasonably determines that information provided is inaccurate, incomplete, misleading, fraudulent, or otherwise inconsistent with these Terms, Applicable Law, platform requirements, security protocols, or the Company's business interests. The Company shall have no obligation to maintain or provide Services to any User who fails to satisfy the eligibility, verification, or Account requirements set forth herein.

Article 4. DESCRIPTION OF SERVICES

- 4.1. The Company provides a variety of services relating to vehicle rentals, reservation management, vehicle management, customer support, booking administration, and related automotive services through the Services. The availability, scope, and features of the Services may vary based upon location, vehicle availability, operational requirements, platform functionality, applicable agreements, and other factors determined by the Company in its sole discretion. The Services may include vehicle listings, reservation tools, customer communication systems, account management features, payment processing functionality, informational content, vehicle management programs, and other related offerings.
- 4.2. The Services are provided solely as a convenience to Users and are subject to modification, suspension, restriction, or discontinuation at any time. The Company reserves the right to add, remove, modify, replace, improve, or discontinue any feature, functionality, service, offering, platform integration, or portion of the Services without prior notice. The Company does not guarantee that any particular Service, Vehicle, feature, reservation opportunity, or platform functionality will be available at any given time.
- 4.3. Certain Services may require the User to enter into additional agreements, provide supplemental information, complete verification procedures, satisfy eligibility requirements, submit documentation, or comply with additional policies established by the Company or applicable third-party service providers. The availability and use of such Services shall remain subject to the

terms of any applicable Rental Agreement, Vehicle Management Agreement, booking requirements, platform rules, or other transaction-specific requirements that may apply.

Article 5. RESERVATIONS AND BOOKING REQUESTS

- 5.1. The Services may permit Users to submit Reservation requests for Vehicles offered through the Company's platform, booking systems, or related services. Submission of a Reservation request does not guarantee availability, acceptance, confirmation, or fulfillment of any Vehicle reservation. All Reservations remain subject to vehicle availability, verification requirements, eligibility requirements, operational considerations, platform requirements, and the Company's approval process, as applicable.
- 5.2. The Company reserves the right to accept, decline, cancel, modify, reschedule, limit, or impose conditions upon any Reservation request at any time before or after confirmation where reasonably necessary to address vehicle availability issues, maintenance requirements, operational needs, safety concerns, verification issues, suspected fraud, payment issues, compliance requirements, platform restrictions, or other circumstances affecting the Company's ability to fulfill the Reservation. The User acknowledges that Vehicle availability, pricing, delivery options, reservation terms, and related booking information may change prior to final confirmation.
- 5.3. Upon confirmation of a Reservation, the User may be required to execute additional agreements, provide identification documents, complete verification procedures, furnish payment information, provide security deposits, or satisfy other requirements established by the Company or applicable third-party service providers. All confirmed Reservations shall remain subject to any applicable Rental Agreement, booking policies, cancellation policies, payment requirements, and transaction-specific terms governing the reservation or use of the Vehicle.

Article 6. PAYMENTS AND THIRD-PARTY PAYMENT PROCESSING

- 6.1. Certain Services may require the payment of fees, rental charges, deposits, administrative charges, taxes, or other amounts in connection with a Reservation, Vehicle rental, vehicle management service, or other transaction facilitated through the Services. The User agrees to provide current, accurate, and complete payment information and authorizes the Company and its authorized payment service providers to charge the payment method designated by the User for all amounts due in connection with the applicable transaction. The User shall remain responsible for all amounts incurred through the User's Account or otherwise authorized by the User.
- 6.2. The Company may utilize Third-Party Services, including payment processors, merchant service providers, booking platforms, financial institutions, and other service providers, to facilitate payment transactions. The User acknowledges and agrees that payment processing services may be governed by separate terms, conditions, privacy policies, and operating procedures established by such third parties. The Company does not control and shall not be responsible for the acts, omissions, errors, delays, security practices, service interruptions, processing failures, chargeback determinations, or other actions of any third-party payment provider.
- 6.3. The User authorizes the Company to correct processing errors, collect unpaid balances, recover chargebacks, reverse duplicate transactions, apply credits, issue refunds when appropriate, and take reasonable actions necessary to administer payment transactions relating to the Services. All payment obligations shall remain subject to any applicable Rental Agreement, Vehicle

Management Agreement, booking confirmation, cancellation policy, refund policy, or other transaction-specific terms governing the applicable transaction.

Article 7. USER RESPONSIBILITIES

- 7.1. The User shall use the Services in a lawful, responsible, and respectful manner and shall comply with these Terms, Applicable Law, and any policies, procedures, instructions, or requirements established by the Company in connection with the Services. The User shall provide accurate, current, and complete information when using the Services and shall promptly update any information necessary to maintain its accuracy. The User shall be responsible for all activities conducted through the User's Account and for ensuring that all information, documents, communications, and materials submitted to the Company are truthful and not misleading.
- 7.2. The User shall cooperate with reasonable requests for information, identity verification, documentation, payment authorization, account verification, reservation verification, or other requirements necessary for the Company's administration of the Services. The User shall not use the Services in any manner that interferes with the operation, security, availability, integrity, or functionality of the Services or that adversely affects the Company's operations, personnel, customers, vehicle owners, renters, service providers, or business relationships.
- 7.3. The User shall remain responsible for reviewing and complying with any applicable Rental Agreement, Vehicle Management Agreement, reservation requirements, booking confirmations, policies, disclosures, or transaction-specific terms associated with the User's use of the Services. The Company's provision of access to the Services does not relieve the User of any obligation arising under separate agreements entered into by the User in connection with a Reservation, Vehicle rental, vehicle management relationship, or other transaction facilitated through the Services.

Article 8. ELECTRONIC COMMUNICATIONS AND CONSENT

- 8.1. By accessing or using the Services, the User consents to receive communications from the Company electronically, including through email, text message, mobile notification, website notices, account notifications, electronic documents, electronic signatures, customer portals, or other electronic means of communication permitted by Applicable Law. The User agrees that such electronic communications satisfy any legal requirement that communications, notices, disclosures, agreements, records, or other information be provided in writing.
- 8.2. The User further consents to the use of electronic records, electronic signatures, digital acknowledgments, electronic acceptance processes, and online transaction methods in connection with the Services, Reservations, Rental Agreements, Vehicle Management Agreements, payment authorizations, disclosures, policies, amendments, and other documents or transactions administered through the Services. The User agrees that electronic signatures and electronic records shall have the same force and effect as original handwritten signatures and paper records to the fullest extent permitted by Applicable Law.
- 8.3. The User is responsible for maintaining accurate and current contact information and for ensuring continued access to the email address, telephone number, device, software, internet connection, and other resources necessary to receive electronic communications from the Company. The Company shall not be responsible for delays, failures, or missed communications resulting from

inaccurate contact information, spam filters, technical issues, service interruptions, device failures, or circumstances beyond the Company's reasonable control.

Article 9. THIRD-PARTY PLATFORMS AND SERVICES

- 9.1. The Services may incorporate, interact with, rely upon, or provide access to Third-Party Services, including booking platforms, payment processors, communication providers, software applications, vehicle management systems, mapping services, identity verification providers, cloud service providers, and other third-party products or services. The User acknowledges that such Third-Party Services are operated and controlled by independent third parties and not by the Company. The availability, functionality, performance, and continued operation of any Third-Party Service are outside the Company's control and may change, be suspended, or be discontinued at any time.
- 9.2. Without limiting the foregoing, the Company may utilize or integrate with platforms and service providers such as Wheelbase, Turo, payment processors, identity verification providers, electronic signature providers, communication systems, and other third-party technologies in connection with Reservations, Vehicle rentals, Vehicle management services, payments, customer communications, account administration, and related business activities. The User acknowledges that the use of such Third-Party Services may be subject to separate terms of service, privacy policies, rules, procedures, and requirements established by the applicable third-party provider, and the User shall be solely responsible for complying with such requirements where applicable.
- 9.3. The Company does not warrant, endorse, guarantee, or assume responsibility for the availability, security, accuracy, reliability, performance, legality, acts, omissions, products, services, content, policies, or business practices of any Third-Party Service provider. To the fullest extent permitted by Applicable Law, the Company shall not be liable for any loss, damage, delay, interruption, error, data loss, payment issue, booking issue, service failure, security incident, or other matter arising from or relating to any Third-Party Service or the User's interaction with any third-party provider.

Article 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. The Services, including all Content, software, designs, layouts, graphics, logos, trademarks, service marks, trade names, text, photographs, videos, audio, databases, compilations, functionality, features, documentation, and other materials made available by the Company, together with all Intellectual Property Rights therein, are and shall remain the exclusive property of the Company or its licensors and are protected by Applicable Law. Except for the limited right to access and use the Services in accordance with these Terms, nothing contained herein shall be construed as granting the User any ownership interest, license, or other right in or to the Services or any Intellectual Property Rights of the Company.
- 10.2. Subject to the User's compliance with these Terms, the Company grants the User a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Services solely for their intended purposes. The User shall not copy, reproduce, distribute, modify, adapt, translate, publish, display, perform, reverse engineer, decompile, create derivative works from, sell, license, exploit, or otherwise use any portion of the Services or Content except as expressly authorized by the Company in writing or as permitted under Applicable Law.

- 10.3. Any suggestions, recommendations, feedback, comments, ideas, reviews, enhancement requests, or other submissions voluntarily provided by the User relating to the Services may be used by the Company without restriction or obligation to the User. Nothing in these Terms shall obligate the Company to compensate the User for any such submissions, and the User hereby grants the Company a perpetual, worldwide, royalty-free right to use, reproduce, modify, adapt, and incorporate such submissions into the Services or the Company's business operations.

Article 11. USER CONTENT AND REVIEWS

- 11.1. The Services may permit Users to submit, upload, publish, transmit, post, or otherwise provide User Content, including reviews, ratings, testimonials, comments, feedback, photographs, videos, messages, communications, and other materials. The User retains ownership of any User Content submitted by the User; however, by providing User Content through the Services, the User grants the Company a non-exclusive, worldwide, royalty-free, transferable, sublicensable license to host, store, reproduce, publish, display, distribute, modify, adapt, and otherwise use such User Content in connection with the operation, promotion, improvement, marketing, and administration of the Services and the Company's business.
- 11.2. The User represents and warrants that the User owns or otherwise possesses all rights necessary to submit the User Content and to grant the rights described in these Terms. The User further represents and warrants that the User Content does not violate any Applicable Law, infringe any intellectual property right, privacy right, publicity right, contractual right, or other right of any third party, and does not contain false, misleading, defamatory, fraudulent, obscene, harassing, threatening, unlawful, or otherwise objectionable material. The User shall remain solely responsible for all User Content submitted through the Services.
- 11.3. The Company reserves the right, but assumes no obligation, to monitor, review, remove, edit, refuse, restrict, or disable access to any User Content at any time and for any reason, including where the Company reasonably believes that such User Content violates these Terms, Applicable Law, third-party rights, Company policies, or the legitimate interests of the Company. The Company does not endorse, verify, guarantee, or assume responsibility for the accuracy, completeness, reliability, or legality of any User Content, reviews, ratings, or opinions expressed by Users through the Services.

Article 12. PROHIBITED ACTIVITIES

- 12.1. The User shall not use the Services in any manner that violates Applicable Law, infringes the rights of any person or entity, interferes with the operation of the Services, or is inconsistent with the purposes for which the Services are provided. The User shall not provide false, inaccurate, misleading, fraudulent, or incomplete information; impersonate another person or entity; misrepresent identity, authority, eligibility, or affiliation; circumvent verification procedures; create accounts using false information; or otherwise engage in deceptive or dishonest conduct in connection with the Services.
- 12.2. The User shall not access or use the Services to transmit, upload, distribute, store, publish, or make available any unlawful, defamatory, harassing, threatening, abusive, fraudulent, obscene, offensive, harmful, infringing, malicious, or otherwise objectionable content. The User shall not attempt to gain unauthorized access to the Services, Accounts, networks, systems, databases, software, data, or information belonging to the Company or any third party. The User shall further refrain from introducing viruses, malware, ransomware, malicious code, automated

scripts, bots, data extraction tools, scraping technologies, or other technologies designed to disrupt, damage, monitor, copy, or interfere with the Services or their operation.

12.3. The User shall not use the Services for any purpose that could expose the Company, its customers, vehicle owners, renters, employees, contractors, service providers, business partners, or operations to legal, regulatory, financial, reputational, operational, or security risks. The Company reserves the right to investigate suspected violations of this Section and to suspend, restrict, terminate, or deny access to the Services where the Company reasonably determines that a User has engaged in prohibited conduct or otherwise violated these Terms.

Article 13. DISCLAIMER OF WARRANTIES

13.1. THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE SERVICES, VEHICLES, RESERVATIONS, BOOKINGS, CONTENT, THIRD-PARTY SERVICES, PLATFORM AVAILABILITY, PERFORMANCE, SECURITY, RELIABILITY, ACCURACY, COMPLETENESS, OR FITNESS FOR ANY PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

13.2. The Company does not warrant that the Services will be uninterrupted, error-free, secure, available at any particular time, free from defects, compatible with any particular device or software, or capable of meeting the User's requirements or expectations. The Company does not guarantee the availability of any Vehicle, Reservation, booking opportunity, rental transaction, management opportunity, feature, functionality, pricing information, communication service, or Third-Party Service. Any information, recommendations, estimates, descriptions, photographs, or other materials provided through the Services are for informational purposes only and shall not be construed as warranties or guarantees.

13.3. The User acknowledges that the use of the Services is undertaken at the User's own risk. The Company does not warrant, endorse, guarantee, or assume responsibility for the conduct, actions, performance, products, services, content, representations, omissions, or business practices of any renter, vehicle owner, customer, third-party service provider, platform operator, payment processor, vendor, contractor, governmental authority, or other third party. Nothing contained in these Terms shall exclude or limit any warranty or right that cannot be excluded or limited under Applicable Law.

Article 14. LIMITATION OF LIABILITY

14.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AFFILIATES, SUCCESSORS, AND ASSIGNS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR SPECULATIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, THESE TERMS, ANY RESERVATION, VEHICLE RENTAL, VEHICLE MANAGEMENT

SERVICE, USER CONTENT, THIRD-PARTY SERVICE, OR THE USER'S ACCESS TO OR USE OF THE SERVICES, INCLUDING DAMAGES FOR LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER COMMERCIAL LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2. Without limiting the foregoing, the Company shall not be liable for the acts, omissions, conduct, negligence, intentional misconduct, criminal acts, representations, warranties, products, services, or failures of any renter, vehicle owner, customer, passenger, guest, third-party service provider, payment processor, booking platform, software provider, repair facility, towing company, vendor, governmental authority, or other person or entity not directly employed by the Company. The User acknowledges that many aspects of the Services involve interactions with independent third parties over whom the Company exercises no direct control and for whose conduct the Company assumes no responsibility.

14.3. To the fullest extent permitted by Applicable Law, the aggregate liability of the Company arising out of or relating to the Services or these Terms shall not exceed the greater of (a) the total amount actually paid by the User directly to the Company during the six (6) months immediately preceding the event giving rise to the claim, or (b) One Hundred Dollars (US \$100.00). The limitations contained in this Section shall apply regardless of the form of action, whether based in contract, tort, negligence, strict liability, statute, or any other legal or equitable theory, and shall survive the suspension, termination, or expiration of the User's relationship with the Company.

Article 15. INDEMNIFICATION

15.1. The User shall defend, indemnify, and hold harmless the Company and its members, managers, officers, employees, agents, contractors, affiliates, successors, and assigns from and against any and all claims, demands, actions, proceedings, investigations, liabilities, damages, losses, judgments, settlements, fines, penalties, costs, and expenses, including reasonable attorneys' fees and legal expenses, arising out of or relating to (a) the User's access to or use of the Services, (b) the User's violation of these Terms, (c) the User's violation of Applicable Law, (d) the User's User Content, or (e) the User's infringement or alleged infringement of any intellectual property right, privacy right, publicity right, contractual right, or other right of any person or entity.

15.2. The User's indemnification obligations shall further apply to any claim, dispute, investigation, loss, or liability arising from the User's fraudulent conduct, negligent conduct, willful misconduct, misrepresentations, unauthorized use of the Services, misuse of an Account, violation of a Rental Agreement, violation of a Vehicle Management Agreement, or any act or omission that causes harm to the Company, its customers, vehicle owners, renters, business partners, service providers, employees, contractors, or other third parties. The Company shall have the right to participate in the defense and resolution of any matter for which indemnification is sought and, where appropriate, to assume control of the defense at the User's expense.

15.3. The Company shall provide reasonable notice of any claim for which indemnification may be sought under this Section; provided, however, that any failure to provide such notice shall not relieve the User of indemnification obligations except to the extent the User is materially prejudiced thereby. The User's obligations under this Section shall survive the suspension, termination, expiration, or discontinuation of the User's access to the Services and shall remain enforceable to the fullest extent permitted by Applicable Law.

Article 16. SUSPENSION AND TERMINATION OF ACCESS

- 16.1. The Company reserves the right, in its sole discretion and without prior notice where circumstances reasonably require, to suspend, restrict, limit, disable, or terminate a User's access to all or any portion of the Services if the Company reasonably believes that the User has violated these Terms, violated Applicable Law, provided false or misleading information, engaged in fraudulent or suspicious activity, failed to satisfy eligibility or verification requirements, compromised the security or integrity of the Services, or otherwise engaged in conduct that may expose the Company, its customers, vehicle owners, renters, service providers, business partners, or operations to legal, financial, operational, reputational, or security risks.
- 16.2. The Company may also suspend, restrict, or terminate access to the Services for operational, technical, security, maintenance, compliance, regulatory, business, or risk-management reasons, including circumstances involving suspected unauthorized access, payment disputes, chargebacks, identity verification issues, platform misuse, system maintenance, cybersecurity concerns, governmental requests, or the discontinuation of particular Services or features. The Company shall have no obligation to continue providing access to the Services and shall not be liable for any loss, inconvenience, interruption, or damages resulting from any suspension, restriction, or termination permitted under these Terms.
- 16.3. Upon suspension or termination of access, the User's right to access or use the affected Services shall immediately cease to the extent specified by the Company. Any suspension or termination shall not affect obligations, liabilities, rights, remedies, payment obligations, indemnification obligations, confidentiality obligations, dispute resolution provisions, or other provisions of these Terms that by their nature are intended to survive such suspension or termination. The Company reserves all rights and remedies available under these Terms and Applicable Law.

Article 17. PRIVACY AND DATA COLLECTION

- 17.1. The Company may collect, receive, store, process, use, disclose, and retain information relating to Users in connection with the operation of the Services, including information provided directly by Users, information generated through the use of the Services, information received from Third-Party Services, and information collected through communications, Reservations, transactions, account activity, payment processing, verification procedures, and other interactions with the Company. Such information may include personal information, contact information, identification information, payment information, reservation information, vehicle-related information, device information, usage information, and other information reasonably necessary for the administration of the Services.
- 17.2. The Company may use collected information for purposes including providing and improving the Services, processing Reservations, facilitating transactions, communicating with Users, verifying identities, preventing fraud, maintaining security, complying with legal obligations, resolving disputes, enforcing agreements, conducting business operations, performing analytics, improving customer experience, and carrying out other legitimate business purposes. The Company may also share information with employees, contractors, affiliates, professional advisors, insurers, service providers, payment processors, booking platforms, governmental authorities, law enforcement agencies, and other third parties where reasonably necessary to operate the Services, fulfill legal obligations, protect rights and interests, or facilitate transactions requested by the User.

17.3. The Company's collection, use, storage, disclosure, protection, and retention of information may be further governed by a separate Privacy Policy, which may be updated from time to time. By using the Services, the User acknowledges and agrees that information may be collected, processed, stored, transferred, and disclosed as described in these Terms, the Privacy Policy, and Applicable Law. While the Company employs commercially reasonable measures to safeguard information, the Company does not guarantee that information transmitted, stored, or processed through the Services will be completely secure, and the User acknowledges the inherent risks associated with electronic communications, internet-based services, and digital data storage.

Article 18. GOVERNING LAW, VENUE AND DISPUTE RESOLUTION

18.1. These Terms and any claim, dispute, controversy, action, or proceeding arising out of or relating to the Services, these Terms, any Reservation, any transaction facilitated through the Services, or the relationship between the User and the Company shall be governed by and construed in accordance with the laws of the State of Montana, without regard to any conflict of laws principles that would require the application of the laws of another jurisdiction.

18.2. The User and the Company agree that any claim, dispute, controversy, action, or proceeding arising out of or relating to these Terms, the Services, any Reservation, any Vehicle rental, any Vehicle management service, or any transaction facilitated through the Services shall be brought exclusively in the state courts located in Gallatin County, Montana, or, where federal jurisdiction exists, in the United States District Court having jurisdiction over Gallatin County, Montana. The User irrevocably submits to the jurisdiction of such courts and waives any objection based upon lack of personal jurisdiction, improper venue, forum non conveniens, or any similar doctrine.

18.3. To the fullest extent permitted by Applicable Law, the Parties agree to attempt in good faith to resolve any dispute through informal discussions prior to commencing formal legal proceedings. In any action or proceeding arising out of or relating to these Terms, the Services, or the relationship between the Parties, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, court costs, litigation expenses, and other costs of enforcement to the extent permitted by Applicable Law. The rights and remedies provided under these Terms are cumulative and in addition to any other rights and remedies available at law or in equity.

Article 19. MISCELLANEOUS PROVISIONS

19.1. The User may not assign, transfer, delegate, or otherwise convey any rights or obligations arising under these Terms without the prior written consent of the Company. The Company may assign or transfer its rights and obligations under these Terms in connection with a merger, acquisition, corporate reorganization, sale of assets, financing transaction, or similar business event.

19.2. The Company reserves the right to modify, amend, update, or revise these Terms from time to time. Any such modifications shall become effective upon posting to the Services or upon such other notice as the Company may determine appropriate. Continued use of the Services following the effective date of any modification shall constitute acceptance of the revised Terms.

19.3. If any provision of these Terms is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by Applicable Law.

- 19.4.No waiver of any provision of these Terms, or of any breach or default, shall be effective unless made in writing by the Company. The failure of the Company to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision or any future enforcement thereof.
- 19.5.The section headings contained in these Terms are for convenience only and shall not affect interpretation. Any provision which by its nature is intended to survive termination, expiration, suspension, or discontinuation of the Services shall survive and remain enforceable in accordance with its terms.
- 19.6.These Terms, together with any policies, disclosures, notices, agreements, and documents expressly incorporated herein by reference, constitute the entire agreement between the User and the Company with respect to the Services and supersede all prior or contemporaneous communications, discussions, representations, understandings, and agreements relating to the same subject matter.