EQUIPTLIST FEE SCHEDULE FOR EQUIPMENT PURCHASES AND RENTALS Last Updated: April 2024

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

This fee schedule (**"Fee Schedule"**) applies to the fees associated with your ability to list, rent, or purchase equipment through Equiptlist.com (the **"Site"**). You should review these Fees before you list, rent, or purchase any product, goods, or equipment through any listing on the Site. You should review these Terms before you interact with any listing on the Site, which may make products, goods, or equipment available for rent or purchase (a **"Listing"**). Your use of the Site to list, rent, or purchase equipment is subject to your acceptance of these Fees, in connection with our Terms and Conditions [both <u>Host</u> and <u>Guest</u>]. This Fee Schedule is subject to change by Equiptlist, Inc. (referred to as **"Equiptlist"**, **"us"**, **"we"**, or **"our"**) at any time, in our sole discretion and we will provide you with notice of any changes before they become effective. Your use of our Site after notice will constitute your acceptance of and agreement to such changes.

- 1. <u>Types of fees</u>. The fees payable in connection with listing, renting, or purchasing equipment from Equiptlist:
 - Listing Fees
 - Additional Listing Options
 - Security Deposits
 - Shipping and Delivery
 - Service Fees
 - Cancellation Fees
 - Late Fees

2. <u>Listing Price.</u> The price listed for Equipment will be the price as determined and posted by the Host on the Listing, at the time the order is placed ("**Order**"). Host shall set out the price in the Order confirmation email sent to Guest. Prices of Equipment posted on a Listing may not include taxes or any applicable charges for shipping and handling. Any such taxes and charges will be added to the Order total and will be itemized on your confirmation receipt.

Guest may be charged a Fee of up to ten percent (10%) of the Listing price for handling, delivery and service fees, as applicable.

Additionally, if Equipment is not returned to the Host in the same condition as when it was received, Guest may be charged a Fee of up to twenty percent (20%) of the total Order price for cleaning, refueling, repairing, or replacing the Equipment after it is returned to the Host. The additional fee is subject to discretion of the Host, but will be subject to the fair market value of the cleaning, refueling, repairing, or replacing necessary.

3. <u>Additional Listing Options.</u> The price listed for Listings in accordance with the following pricing terms are posted concurrently until a Host removes or cancels their Listing. The pricing to publish a Listing will depend specifically on the Listing Package selected from the following pricing options:

Classified Listings:

i. Classified Listing Package 1: Host will be charged and agrees to pay seventy-five dollars (\$75)

to publish one (1) Classified Listing on the Site that may be published for up to six (6) months. Upon the lapse of six (6) months, the Host may renew this Classified Listing Package 1 through subsequent payments of seventy-five dollars (\$75) for an additional six (6) months of publishing on the Site for one (1) listing. This package may be canceled at any time, however, you will still have access to the package until the end of the term that you have paid for.

ii. Classified Listing Package 2: Host will be charged and agrees to pay one hundred and forty-five dollars (\$145) to publish an unlimited number of Listings on the Site that may be published for one (1) month. Upon the lapse of the one (1) month period, this Listing Package 2 will be renewed, and Host will be charged subsequent payments of one hundred and forty-five dollars (\$145) for an additional one month of unlimited publishing on the Site, every month. This package shall automatically renew for an additional term if either party fails to give the other written notice of their intent not to renew at least 15 days prior to the expiration of the current term. This package may be canceled at any time, however, you will still have access to the package until the end of the term that you have paid for.

Gold Listings:

Listings published under the Gold Listing Package are sponsored Listings that have the potential for promotion on the Site. Gold Listings are not limited to Classified Listings, and are available as an add on to any Listing. Promotion and pricing will be based on supply and demand. Pricing for Gold Listing Packages will vary based on the level of promotion:

1. Tier 1 (High): Host will be charged and agrees to pay five dollars (\$5) per Listing with High Promotion Potential on the Site that may be published for up to thirty (30) days.

2. Tier 2 (Higher): Host will be charged and agrees to pay fifteen dollars (\$15) per Listing with Higher Promotion Potential on the Site that may be published for up to thirty (30) days.

3. Tier 3 (Highest): Host will be charged and agrees to pay twenty dollars (\$20) per Listing with Highest Promotion Potential on the Site that may be published for up to thirty (30) days.

4. <u>Security Deposit</u>. In some cases we require a security deposit before the Guest may operate the Equipment in the amount of 45% of the Order total. The security deposit is taken and held by and for the benefit of the Host. The deposit amount is collected in full before the start of the equipment rental. The deposit will be refunded 48 hours after the equipment rental is completed unless there is a dispute regarding the security deposit amount being refunded, in which case the appropriate portion will be refunded upon ending the dispute.

5. <u>Shipments and Delivery.</u> Host shall be solely responsible for shipment, delivery, and return of any Equipment published in a Listing and part of a Guest Order. Shipping and handling costs may include costs which Guests may incur in the processing, handling, packing, shipping, and delivery of an Order. In no event shall Equiptlist be responsible for any insurance costs, freight charges and import and/or export fees, duties, demurrage, taxes, etc. incurred on each shipment.

If shipping or delivery is requested, Equiptlist will charge an additional service fee of 10% of the delivery charge to be added to the final invoice. Equiptlist may deduct amounts owed from a Host's payout unless we agree to an alternative method, at our sole discretion.

6. Service Fees.

Hosts: To maintain the quality of the Site's features and services, Equiptlist may require Host to pay up to eight percent (8%) of the Host's gross rental price upon completing a transaction through the Site.

Equiptlist may deduct amounts owed from a Host payout, unless we agree to an alternative method, at our sole discretion.

Guests: Equiptlist may require Guest to pay ten percent (10%) of the price posted within a Listing upon completing a transaction through the Site to rent and/or purchase Equipment. Guests must issue the remaining balance of the payment owed pursuant to the Listing price prior to or upon receipt of the Equipment.

7. Cancelation Fees.

- Any Order canceled by the Host, within 24 hours of the pick-up time will be subject to a fifty dollar (\$50) cancellation fee, plus any applicable service fees.
- Orders canceled by the Host outside of 24 hours of the pick-up time will be subject to a cancellation fee of fifteen dollars (\$15), plus any applicable service fees.
- If Equipment is reserved in advance, Guest shall have the right to cancel an Order at any time up to twenty-four (24) hours before their scheduled pick-up time without being subject to a cancellation fee. In such a case, Guest must receive a full refund.
- Any Guest cancellation occurring within twenty-four (24) hours of the scheduled pick-up time will be subject to a cancellation fee equal to twenty-five percent (25%) of the Listing plus applicable service fees, which such fee shall be paid by the Guest.
- Guest may be charged up to fifty percent (50%) of the rental rate if they fail to accept and/or obtain the Equipment after one (1) hour from the agreed upon time pursuant to a Listing transaction.
- Hosts who do not substantially perform their duties under these Terms and/or the terms of their Listing will be charged a fifty dollar (\$50) fee, plus applicable service fees, in addition to providing the Guest with a full refund.
- If a Guest receives a refund after the Host has already been paid, or the amount of the refund and other costs incurred by Equiptlist exceeds the Host's payout, Equiptlist may recover that amount from the Host, including by offsetting the refund against future payouts.

8. <u>Late Fees.</u> If Guest fails to return rented Equipment by the scheduled date and time pursuant to a Listing, the return of the Equipment will be considered late. The Guest will be charged at a prorated hourly rate (or daily, as applicable) until the Equipment is returned to the Host. Returns are considered late one (1) hour after the scheduled time for return.

9. <u>Payment methods.</u> Payments are facilitated on the Site through our third-party vendor, Stripe. We accept all major credit cards, including Visa, MasterCard, American Express and Discover, for all purchases. Stripe (https://stripe.com/privacy, https://stripe.com/docs/security) may charge your payment method used on the Site in order to collect damage claim amounts, which may include but shall not be limited to costs relating to your breach of our Host and Guest Terms and Conditions, and costs associated with the Equipment. Payment for an Equipment rental or purchase must be received by us before Equipment can be accessed by, or transferred to, a Guest.

10. <u>Payment follow-up.</u> If you do not receive a payment acknowledgement within 10 days of submitting your payment, please contact us:

Equiptlist, Inc. 4884 Higbee Avenue N.W. Suite 201 Canton, Ohio 44718 1(800) 935-2153 support@equiptlist.com

11. <u>Refund request.</u> To request a refund, please contact us:

Equiptlist, Inc. 4884 Higbee Avenue N.W. Suite 201 Canton, Ohio 44718 1 (800) 935-2153 support@equiptlist.com