#### TERMS AND CONDITIONS OF USE

Last updated July 2022

In this Terms and Conditions of Use Agreement ("Agreement", "Terms of Use, or "Terms"), "Equiptlist", "we", "us", or "our" refers to Equiptlist, Inc. We provide certain services and the use of our site <a href="Equiptlist.com">Equiptlist.com</a> (the "Site") to you subject to the following terms and conditions.

PLEASE READ THE ENTIRE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE YOU CONTINUE. BY ACCESSING THIS WEBSITE OR USING ANY OF ITS FEATURES, YOU AGREE TO THESE TERMS OF USE AND ARE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS OF USE IN THEIR ENTIRETY. IF YOU DO NOT AGREE PLEASE REDIRECT YOUR BROWSER AND EXIT THE WEBSITE.

#### 1. General

Welcome to the Site: Equiptlist.com which is owned and operated by Equiptlist, Inc.

Equiptlist, Inc. is an online platform for peer-to-peer equipment rental or purchase. Equiptlist connects equipment owners with renters or buyers seeking to obtain the equipment.

#### 2. Terms

This Agreement sets forth guidelines for the use and viewing of our Site. By browsing to the Site, you (as a "Visitor") agree to these Terms of Use. A "Visitor" is defined as any individual browsing the Site. These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Equiptlist, concerning your access to and use of the Site as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto.

Equiptlist reserves the right, at its sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. Equiptlist will post any changes to these Terms of Use on the Site. All changes are effective immediately when we post them and apply to all access to and use of our Site thereafter. Your continued use of our Site following the posting of revised Terms and Conditions of Use means that you accept and agree to the changes. We encourage you to periodically review this page for the latest information on our Terms of Use, as they are binding on you. Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We will alert you about any changes by updating the "Last updated" date of these Terms, and you waive any right to receive specific notice of each such change. Equiptlist may terminate your right to and deny you access to this Site if, in our sole discretion, you fail to comply with any term or provision of this Agreement, or for any other reason whatsoever.

Use of this Site is limited to persons eighteen ("18") years of age and over. The policy of Equiptlist, as the operator of this Site, is NOT to knowingly collect any personal information from persons under 18, including "individually identifiable information," as defined by the Children's Online Privacy Protection Act ("COPPA"). If you are under the age of 18, you should leave the Site without providing any information about yourself. Any access to or use of this Site by anyone under the age of majority requires consent to this Agreement by a parent or legal guardian. By accessing or using the Site, you represent and warrant to us that you are either a legal adult or, if under the age of majority, have obtained proper consent from a parent or legal guardian to your use of the Site and to be subject to the terms of this Agreement. By using the Site and Services, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

#### 3. Privacy Policy

Equiptlist may collect certain Visitor information that is voluntarily provided by you or with your permission. For example, we may ask you for information, such as your name, phone number, e-mail address, physical address, and any additional information you voluntarily submit to us when you register to use our Site or rent or purchase a Listing. When you provide information to Equiptlist in connection with your access to or use of the Site, you agree to provide only true, accurate, current, and complete information.

In addition to these Terms of Use, your personally identifiable information obtained by us from this Site is subject to our Privacy Policy, which you can access here: [Link]. For more information, please see our Privacy Policy.

# 4. Copyright, Trademark, and Site Mark Information

This Site and all digital content in any form on the Site, including all designs, text, graphics, pictures, video, audio, information, applications, and other files, and their selection and arrangement (each, "Digital Content") are the exclusive property of Equiptlist, its licensors, or other third parties and are protected by copyright, trademark, and other intellectual property laws. Visitors may not modify, transmit, publish, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the Digital Content, in whole or in part.

The Equiptlist logos are proprietary trademarks and may not be used in connection with any product or material that is not provided by Equiptlist, or in any manner that is likely to cause confusion among Users, or in any manner that disparages or discredits Equiptlist. Proprietary Poling Group marks include, but are not limited to the following:

# **EQUIPTLIST**

All other trademarks displayed on the Site are the trademarks of their respective owners and may only be used with the permission of the owner. The display of the trademarks of third parties constitutes neither: (i) an endorsement or recommendation of those third parties; nor (ii) an endorsement of Equiptlist by those third parties.

# 5. Payment and Fees

All payment is due in full at the time of sale. You are responsible for providing valid and current payment information. You agree to promptly update your Account information, including payment information, with any changes that may occur.

To help Equiptlist run smoothly and to cover cost of services, Equiptlist may collect fees in accordance with each transaction. A fee will be deducted from the Seller's payout, through third—party vendor, Stripe. See Equiptlist's Fee Schedule for more information on fees. Equiptlist reserves the right to change the service fees at any time and will provide notice of any fee changes before they become effective. Fee changes will not affect transactions made prior to the effective date of the fee change.

Participation in an Auction and the utilization of such services shall be subject to payment of additional fees. The Seller bears the Listing fee. The Listing fee is earned and due with each start of an Auction. The cost of such services shall be taken from the price list unless otherwise agreed upon in a written agreement.

# 6. Payment Card Industry Data Security Standard (PCI-DSS)

We follow the Payment Card Industry Data Security Standard (PCI-DSS) when handling credit card data. Equiptlist currently accepts VISA, MasterCard, Discover, and American Express credit cards as authorized payment methods for physician services. All payment transactions are processed by our third-party payment processor, Stripe through its ePay program, in adherence to PCI-DSS, and other applicable standards. Equiptlist at its sole election may discontinue support for any payment method or it may support additional payment methods (ex. Apple Pay, Amazon Payments, etc.).

#### 7. Insurance

While an item is being listed on the Equiptlist platform, the Host, at its own expense, shall maintain and carry in full force and effect Commercial General Liability, including bodily or personal injury, and property and products damage, which policy will include contractual liability coverage insuring the activities of the Host under this Agreement.

Upon the written request of the Guest, Host shall provide Guest with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section and shall not do anything to invalidate such insurance. This Section shall not be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold the other harmless under this Agreement).

# 8. Notification of Claimed Copyright Infringement

If you believe that your work has been copied and is accessible on our Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

- a) A description of the copyrighted work that you claim has been infringed;
- b) Identification of the URL or other specific location on the Site where the material you claim is infringing is located;
- c) Your name, address, telephone number, email address, and statement that you are an authorized person to act on behalf of the owner of the copyright;
- d) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- e) An affidavit submitted by you, sworn to, and made under the penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are an authorized agent to act on behalf of the copyright owner.

Pursuant to Section 512 of the Copyright Revision Act, as amended by the Digital Millennium Copyright Act, Equiptlist designates the following individual as its agent for receipt of notifications of claimed copyright infringement:

Equiptlist, Inc. 4884 Higbee Avenue N.W. Suite 201 Canton, Ohio 44718

#### ATTENTION: COPYRIGHT NOTICE

By Email: <a href="mailto:support@equiptlist.com">support@equiptlist.com</a>

# 9. Accessing the Site and Account Security

We reserve the right to withdraw or amend our Site, and any service or material we provide on our Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of our Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Site, or the entirety of our Site, to users.

You are responsible for making all arrangements necessary for you to have access to our Site; and ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

In the event you access any part of the Site requiring a user name and password, you are solely responsible for keeping such information strictly confidential.

You may not violate or attempt to violate the security of our Site, including, without limitation, (a) accessing data not intended for you or logging on to a server or an account which you are not authorized to access; (b) using any portion of our Site for unintended purposes or trying to change the behavior of our Site; (c) attempting to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host, or network, including without limitation via means of submitting a virus to our Site, overloading, flooding, spamming, mailbombing or crashing; (e) forging any Transmission Control Protocol/Internet Protocol (TCP/IP) packet header or any part of the header information in any email or blog posting; or (f) forging communications on behalf of Equiptlist (impersonating Equiptlist) or to our Site (impersonating as a legitimate user).

We may prosecute you to the full extent of the law for any violation of these Terms.

#### 10. Content

By posting content on Equiptlist, you agree to abide by this policy. We reserve the right to remove any content, in whole or part, that violates this policy, our privacy policy [Link], or for any other reason at our sole discretion.

The following content is not allowed on Equiptlist:

- Spam, unwanted contact, or content that is shared repeatedly in a disruptive manner
- Content created solely for the purpose of advertising or other commercial content
- Content that endorses or promotes illegal or harmful activity, or that is sexually explicit, violent, graphic, threatening, or harassing
- Content that is illegal or that violates another person or entity's rights, including intellectual property rights and privacy rights
- Content that includes another person's private or confidential information

#### 11. Reviews

After each rental period or purchase, Renters will have an opportunity to review each other. Your review must be accurate and may not contain any discriminatory, offensive, defamatory, or other language that violates any of

our policies. Reviews should be unbiased and provide objective information. In the event of repeated or severe violations, we may suspend or permanently deactivate the account(s) in question.

# 12. Assumption of Risk

YOU ACKNOWLEDGE THAT MANY ACTIVITIES CARRY INHERENT RISKS AND AGREE THAT, TO THE MAXIMUM EXTEND PERMITTED BY APPLICABLE LAW, YOU ASSUME THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE EQUIPTLIST PLATFORM. THIS MEANS IT IS YOUR RESPONSIBILITY TO INVESTIGATE THE WEBSITE TO DETERMINE WHETHER IT IS SUITABLE FOR YOU. YOU ARE RESPONSIBLE FOR YOUR OWN ACTS AND OMISSIONS AND ARE ALSO RESPONSIBLE FOR THE ACTS AND OMISSION OF ANYONE YOU ALLOW TO USE THE WEBSITE. FOR EXAMPLE, WHEN YOU SUBMIT YOUR INFORMATION TO US, YOU WILLFULLY ASSUME THOSE RISKS ASSOCIATE WITH DATA SHARING BY CHOSING TO USE THE EQUIPTLIST PLATFORM OR ITS SERVICES.

#### 13. Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER EQUIPTLIST, ITS AFFILIATES, NOR ANY OF ITS RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WE OR THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITE, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION PROVIDED THROUGH THE WEBSITE.

THE WEBSITE, SERVICES AND INFORMATION ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (a) ERRORS. MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (d) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (e) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (f) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE.

ALL INFORMATION, INCLUDING MEDICAL INFORMATION, AVAILABLE THROUGH THE SITE IS FOR INFORMATIONAL PURPOSES ONLY. BEFORE YOU ACT ON ANY INFORMATION YOU HAVE FOUND ON THE SITE, YOU SHOULD INDEPENDENTLY CONFIRM ANY FACTS THAT ARE

IMPORTANT TO YOUR DECISION, INCLUDING WITH A LICENSED HEALTH CARE PROVIDER. IF YOU RELY ON ANY INFORMATION OR SERVICE AVAILABLE THROUGH THE SITE, YOU EXPRESSLY AGREE THAT YOU DO SO AT YOUR OWN RISK.

PLEASE NOTE THAT, BY ITS VERY NATURE, A WEBSITE CANNOT BE ABSOLUTELY PROTECTED AGAINST INTENTIONAL OR MALICIOUS INTRUSION ATTEMPTS. FURTHERMORE, EQUIPTLIST DOES NOT CONTROL THE DEVICES OR COMPUTERS OR THE INTEREST OVER WHICH YOU MAY CHOOSE TO SEND CONFIDENTIAL PERSONAL INFORMATION AND CANNOT, THEREFORE, PREVENT SUCH INTERCEPTIONS OF COMPROMISES TO YOUR INFORMATION TRANSMITTED TO OR FROM THE WEBSITE, OR STORED WITHIN THIS WEBSITE.

# 14. Limitation of Liability

IN NO EVENT WILL EQUIPTLIST, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITE OR THE CONTENT INCLUDED THEREIN, BE LIABLE IN CONTRACT, IN TORT (INCLUDING FOR ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE.

YOU ASSUME THE SOLE RISK OF TRANSMITTING YOUR INFORMATION AS IT RELATES TO THE USE OF THIS SITE, AND FOR ANY DATA CORRUPTIONS, INTENTIONAL INTERCEPTIONS, INTRUSIONS OR UNAUTHORIZED ACCESS TO INFORMATION, OR OF ANY DELAYS, INTERRUPTIONS TO OR FAILURES PREVENTING THE USE OF THIS SITE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### 15. Indemnification

You agree to defend, indemnify, and hold harmless Equiptlist and its affiliates and their respective directors, members, officers, employees, and agents from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of your use of the Site, including but not limited to, the violation of this Agreement, or infringement of any intellectual property rights.

# 16. Modifications and Interruption to Service

Equiptlist reserves the right to modify or discontinue any services on the Site with or without notice. Equiptlist shall not be liable to a Visitor or any third party should Equiptlist exercise its right to modify or discontinue any service on the Site. Each Visitor acknowledges and accepts that Equiptlist does not guarantee continuous, uninterrupted or secure access to the Site and operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside of our operation or control.

#### 17. Term and Termination

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE WITHOUT WARNING, IN OUR SOLE DISCRETION.

# 18. Third-Party Content

The Site may include links to sites owned and maintained by third parties not related to Equiptlist (collectively referred to as "Third-Party Sites"). Any such links to the websites or other properties of third parties are provided for your convenience only, and such links do not imply endorsement by Equiptlist or affiliation of such Third-Party Sites or the content contained therein. You acknowledge that we are not responsible for the availability of, or the content, or products located through any Third-Party Sites. You should contact those Third-Party Sites if you have any concerns regarding such links. Your use of any Third-Party Sites is subject to the terms & conditions of use and privacy policies of those sites. We encourage you to review all of the Third-Party Sites' policies.

Equiptlist disclaims all warranties, express or implied, as to the accuracy, legality, reliability, or validity concerning any Third-Party Sites and their product or content offerings, and you agree that any recourse for dissatisfaction or problems with any Third-Party Sites must be directed to the third party and not Equiptlist.

Any opinions, advice, statements, offers, or other information or content expressed or made available by third parties, are those of the third party and not of Equiptlist.

#### 19. Prohibited Activities

The following actions are not allowed on this Site:

- a) You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful;
- b) You must not attempt to gain unauthorized access to our Site, the server on which our Site is stored, or any server, computer or database connected to our Site;
- c) You must not attack our Site via a denial-of-service attack or a distributed denial-of-service attack;
- d) You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists;
- e) You must not establish a link to our Site from any website that is not owned by you; and
- f) Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the homepage.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our Site other than that set out above and in our Privacy Policy, please contact us at <a href="mailto:support@equiptlist.com">support@equiptlist.com</a>.

By breaching any of the provisions above, you would commit a criminal offense. We will report any such behavior to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

We reserve the right, but not the obligation, to: (a) monitor the Site for violations of these Terms of Use; (b) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (c) in our sole discretion and without limitation, notice or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (d) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

# 20. Governing Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the United States of America and the laws of the State of Delaware, without regard to any principles of conflicts of law. Any and all services and rights of use hereunder are considered performed in the United States of America and you agree that any action at law or in equity that arises out of or relates to Equiptlist or these Terms of Use will be filed only in the state or federal courts located in Delaware, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

The Site can be accessed from the United States and from other countries around the world. Although each of these jurisdictions have laws that may differ from those of the United States, by accessing the Site, if you are located outside of the United States, you agree that all matters relating to access to, or use of, the Site, or any other hyperlinked website, shall be governed by the federal laws of the United States without regard to any principles of conflicts of law.

# 21. Compliance with Laws and International Use

You assume all knowledge of applicable laws and are responsible for compliance with any such laws. You may not use the Site in any way that violates applicable state, federal, or international laws, regulations, or other government requirements.

Equiptlist reserves the right to use any information available by virtue of your use of the Site (including, for example, reverse IP address inquiry) in order to comply with any law, to enforce our Terms of Use or Privacy Policy, or to protect the rights, property or safety of all Visitors. We reserve the right without obligation to review the content of the Site, and other information posted to the Site to determine compliance with our Agreement and operating rules established by us or our affiliates, and to satisfy any law, regulation or authorized government request.

Furthermore, we make no representation that Digital Content on the Site is appropriate or available for use in locations outside the United States and accessing the Digital Content from territories where such Digital Content is illegal is prohibited. Those who choose to access the Site from other locations outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with those local laws and regulations.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would

subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

#### 22. Miscellaneous Terms

These Terms of Use in conjunction with our <u>Privacy Policy</u> constitute the entire agreement and understanding between us, superseding any prior agreements and understandings, and govern your use of the Site. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. Our failure to enforce or exercise any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is determined to be unlawful, void, or unenforceable for any reason, the other provisions (and any partially enforceable provisions) shall not be affected thereby and shall remain valid and in full force and effect. You agree that these Terms of Use may be assigned by Equiptlist, in our sole discretion, to a third party in the event of a merger or acquisition or change of control. The section titles and headings in these Terms of Use are for convenience only and have no legal or contractual effect.

No agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms of Use.

By submitting information to Equiptlist through the Site or otherwise, you are making an inquiry as to services offered by Equiptlist and give Equiptlist permission to contact you through email, fax, telephone, mobile phone, or any means, even if your phone number or mobile number is on a "Do Not Call" list.

Any rights not expressly granted herein are reserved by and for us.

YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

Equiptlist will use commercially reasonable efforts to promptly respond and resolve any problem or question. © Copyright 2024, Equiptlist, Inc., All Rights Reserved.