

# Welcome to CarGari!

**Please read these Terms of Service carefully as they constitute a legally binding agreement (the “Agreement”) between you and CarGari.com and contain important information regarding your legal rights, remedies, and obligations. These include various limitations and exclusions, a clause that governs the jurisdiction and venue of disputes, except where prohibited, and obligations to comply with applicable laws and regulations.**

## TERMS AND SERVICES

Last modified 3.22.23

Slivergroup, LLC for and on behalf of its contributors (collectively, “CarGari”, “we”, or “us”), present an online Peer-to-Peer car sharing platform that connects vehicle owners with Travelers and Resident(s) seeking to use those vehicles. CarGari is accessible online including at [CarGari.com](http://CarGari.com). CarGari’s websites, Social Media Outlets, and mobile applications and associated services are collectively referred to as “the Service and or Platform”. By accessing or using the Services, including by communicating with us or other CarGari users, you agree to comply with, and be legally bound by, the provisions of these Terms of Service (“Terms”), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Platform and constitute a binding legal agreement between you and CarGari.

These Terms, together with [CarGari’s Privacy Policy](#), and roadside assistance terms, and the [user Policies](#) accessible via the Services (the “Policies”) constitute the “Agreement” between you and CarGari (each “Party” and together, “the Parties”).

By entering into this Agreement, and/or by using or accessing the GarGari Platform you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions in Section and accept all of its terms. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE CARGARI PLATFORM OR ANY OF THE SERVICES PROVIDED THROUGH THE CARGARI PLATFORM.**

**Modification.** CarGari maintains and reserves the right, at our sole discretion, to modify our Services or to modify these Terms at any time. If we modify these Terms, we will post the modification on our Services. We will also update the “Last Revised” date at the top of these Terms. By continuing to access or use our Services after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your sole recourse is to stop using and accessing the Services and close your CarGari Account within 30 days, in which case the previous effective version of these Terms will apply to you, unless you have used the Services during the intervening 30 day period, in which case the new version of these Terms will apply to you.

## GENERAL TERMS

**Validation.** When you list or book a vehicle, you provide us with certain information about yourself to enable us to verify your identity in order to become an “Approved Driver”. You promise to provide complete and accurate information to CarGari about yourself and your vehicle(s), if applicable. Where permitted, CarGari has the right, but not the obligation, to undertake screenings, checks, and processes designed to help verify or check the identities and/or backgrounds of users and vehicles, including driving history and driver’s license validity. CarGari does not endorse any vehicle, user, or a user’s background, or commit to undertake any specific screening process. CarGari may in its sole discretion use third party services to verify the information you provide to us and to obtain additional related information and corrections where applicable, and you hereby authorize CarGari to request, receive, use, and store such information. CarGari may accept or reject your application to become an Approved Driver in its sole and absolute discretion. CarGari may, but does not commit to, undertake efforts to ensure the safety of vehicles shared through the Services. We do not make any representations about, confirm, or endorse the safety or roadworthiness of any vehicles beyond our policies that require vehicle owners to ensure their vehicles are in safe and operable condition, legally registered to be driven on public roads, have a clean (non-salvaged/non-branded/non-washed/non-written off) title, not subject to any applicable safety recalls, and otherwise satisfy our eligibility requirements.

**Insurance.** CarGari is not an insurance company and does not insure presenters or receivers. In Colorado, CarGari makes protection plans available to presenters and receivers with respect to the vehicle shared. Any insurance that is included in a protection plan is provided through Prime Insurance Agency, a Utah insurance producer. See [Protection Plan](#) document for more details. In addition to the terms set forth in the sections “Your Financial Responsibility is Primary”.

Both the Presenter (owner of the vehicle for rent) and Receiver (person renting a vehicle) are required by law to carry Insurance for the vehicle(s) being presented and as a renter of a vehicle on the CarGari platform. Your only recourse in the event of an accident and or damage claim is with your respective Insurance carrier. Any and all legal disputes between the two parties (Presenter and Receiver) must be conducted between their insurance carrier and law enforcement official.

**Qualification.** Our Services are intended solely for persons who are 21 or older. Any use of the Services by anyone under 21 is expressly prohibited.

**Continuous Information Updates.** You promise to update the information you have provided to CarGari in the event of any changes to your driving record, contact information, or background. Specifically with respect to your contact information, CarGari may deliver notices to you at the most recent email, telephone, or address provided by you, and those notices will be considered valid even if you no longer maintain the email account, telephone number, or receive mail at that address unless you provide updated contact information to us. Also, you are, and will be solely responsible for, all of the activity that occurs through your CarGari Account, so please keep your password and CarGari Account information secure. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your CarGari Account, whether or not you have authorized such activities or actions. You will immediately notify CarGari of any actual or suspected unauthorized use of your CarGari Account. We are not responsible for your failure to comply with this clause, or for any delay in shutting down or protecting your CarGari Account after you have reported unauthorized access to us.

**Registration.** To access certain features of the Services, you must sign up for an account with us (a “CarGari Account”) by providing us your email address and creating a password.

**Consumer Report Authorization.** When you apply to become an Approved Driver or at any time after where CarGari reasonably believes there may be an increased level of risk associated with your CarGari Account, CarGari is authorized in accordance with the Fair Credit Reporting Act, applicable consumer reporting laws, or any similar laws to obtain your personal and/or business auto insurance score, credit report and/or conduct a background check, including a criminal background check where permissible under applicable law.

**Your Adherence.** You agree that you will always use your CarGari Account and the Services in compliance with these Terms, applicable law, and any other policies and standards provided to you by CarGari. As a vehicle owner or presenter (“Presenter”), you commit that you will provide a safe and legally registered and insured vehicle, with a clean (non-salvage/branded/written off) title, in good mechanical condition, on time to the traveler or receiver who is an Approved Driver (“Receiver”).

As a Receiver, you commit that you’ll be a legally licensed driver and provide proof to the presenter of a current, valid driver’s license, who will treat the vehicle and any applicable Extras well and will take all reasonable measures to return the vehicle and any applicable Extras on time and in essentially the same condition as received. In connection with your use of or access to the Services you may not, and you agree that you will not, nor advocate, encourage, request, or assist any third party to:

Violate of any laws, including:

- Post false, inaccurate, misleading, defamatory, or libelous content;
- infringe, reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to CarGari, or that comes from the Services and belongs to another CarGari user or to a third party, including works covered by any copyrights, trademark, patent, or other intellectual property, privacy, publicity, moral, or contractual rights, except with prior express written permission of CarGari;
- breach, violate, and/or circumvent any local, state, provincial/territorial, regional, or national law or other law or regulation, or any order of a court, including, without limitation, airport regulations and tax regulations, licensing or registration requirements, or third-party rights;

Provide or submit any false information, including:

- False name, date of birth, driver’s license, payment method, credit card, insurance, or other personal information;
- a claim, or respond to a claim (for example about damage to a vehicle), with false or misleading information;
- offer as an owner, any vehicle or optional Extra that you do not yourself own or have authority to share;
- offer as an owner, any vehicle that may not be shared for compensation pursuant to the terms and conditions of an agreement with a third party, including, but not limited to, a lease or financing agreement;
- offer as an owner, any vehicle that has a salvaged, branded, written off, washed, or unclean title or that is not safe, legally registered, or not insured to be driven on public roads;
- offer, as an owner, any Extra that is not safe, clean, and acceptable for the use it is intended;
- book or drive any vehicle without a valid driver’s license;
- any listing with false or misleading information, or any listing with a price that you do not intend to honor;

- register for a CarGari Account on behalf of an individual other than yourself;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- Dilute, tarnish, or otherwise harm the CarGari brand in any way, including:
  - through unauthorized use of CarGari and/or user content;
  - registering and/or using CarGari or derivative terms in domain names, trade names, trademarks, or otherwise;
  - registering and/or using domain names, trade names, trademarks, social media account names, or other means of identification that closely imitate or are confusingly similar to CarGari domains, trademarks, taglines, promotional campaigns, or CarGari and/or user content.

Fail to honor your commitments, including:

- fail to pay fees, penalties, or other amounts owed to CarGari or another user;
- fail, as either a Receiver or Presenter, to timely deliver, make available, or return any vehicle unless you have a valid reason and have communicated with the Presenter or Receiver.
- use the Services to find a Presenter or Receiver, and then complete a transaction partially or wholly independent of the Services, in order to circumvent the obligation to pay any fees related to CarGari's provision of the Services, thus placing yourself outside of any CarGari protection and subjecting yourself to criminal violation of your agreement with CarGari or for any other reasons (aka, gray market transactions);
- transfer your CarGari Account and/or user ID to another party without our consent;
- allow anyone other than an "Approved Driver" with whom you are traveling to drive the vehicle you have booked;
- list or provide to a receiver a vehicle that is subject to a safety recall without first properly addressing the matter subject to the recall;
- leave a vehicle unlocked or running or unattended with the keys inside, except where instructed to do so directly by CarGari in certain limited circumstances.
- If Receiver (Renter of the vehicle) loses, locks keys in the car or otherwise misplaces the key(s) to the rented vehicle, a replacement charge will be assessed to the rental fees.

Harm or threaten to harm users of our community, including:

- "stalk" or harass any other CarGari user or collect or store any personally identifiable information about any other user other than for purposes of transacting as a CarGari presenter or receiver in accordance with these Terms;
- engage in physically or verbally abusive or threatening conduct;
- use our Services to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information, or credit, debit, calling card, or account numbers;
- treat anyone differently based on the way they look, who they love, what they believe, how they self-identify, where they're from, or when they were born. Discrimination of any kind is not tolerated in the CarGari community;

Prohibited to use the Services for your own unrelated purposes, including to:

- contact a presenter for any purpose other than in relation to a booking or said presenter's vehicle(s) or listing(s);
- contact a receiver for any purpose other than in relation to a booking or such receiver's use of the Services;
- commercialize any content found on CarGari or software associated with our Services, including reviews;
- harvest or otherwise collect information about users without their and our consent;
- recruit or otherwise solicit any user to join third party services or websites that are competitive to CarGari, without CarGari's prior written approval;

Interfere with the operation of the Services, including by:

- interfering with any other user's listings;
- entering into a CarGari transaction with a member of your family, household, friend, colleague, or acquaintance;
- distributing or posting spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- bypassing robot exclusion headers, interfering with the working of the Services, or imposing an unreasonable or disproportionately large load on our infrastructure;
- distributing viruses or any other technologies such as cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or e-mail address information, or similar methods or technology that may disrupt or interfere with the operation or provision of our Services, or harm CarGari or the interests or property of others;
- using display mirroring or framing the Services or any individual element within the Services, CarGari's name, any CarGari trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without CarGari's express written consent;
- accessing, tampering with, or using non-public areas of the Services, CarGari's computer systems, or the technical delivery systems of CarGari's providers;
- attempting to probe, scan, or test the vulnerability of any of CarGari's system or network or breach any security or authentication measures;
- avoiding, bypassing, removing, deactivating, impairing, descrambling, or otherwise circumventing any technological measure implemented by CarGari or any of CarGari's providers or any other third party (including another user) to protect the Services;
- attempting to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services; or
- forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive, or false source-identifying information;
- attempt to circumvent a suspension, termination, or closure of your CarGari Account, including, but not limited to, creating a new CarGari Account to circumvent an account suspension or closure or giving vehicles registered to you or a member of your household to other CarGari users to list.

- **Policy Enforcement.** When an issue arises, we may consider the user’s performance history and the specific circumstances. We may choose to be more lenient with policy enforcement in an effort to do the right thing, subject to our sole and absolute discretion.

• **Breach.** CarGari has the right, but not the obligation, to investigate, pursue, and seek to prosecute, litigate, or refer to law enforcement, violations of the Agreement to the fullest extent permissible by the law. CarGari may access, preserve, and disclose any of your information if we are permitted or required to do so by law; if we believe in good faith that it is reasonably necessary to respond to claims asserted against CarGari or to comply with permissible legal process (for example, subpoenas or warrants); to enforce or administer these Terms; to do so for fraud prevention, risk assessment, investigation, customer support, product development, and debugging purposes; and/or to protect the rights, property, or safety of CarGari, its employees, its users, or members of the public.

CarGari reserves the right, at any time and without prior notice, in accordance with applicable law, to remove or disable access to any content that CarGari, at its sole discretion, considers to be objectionable for any reason, in violation of this Agreement, or otherwise harmful to the Services or our community. If we believe you are abusing CarGari, our users, or employees in any way or violating the letter or spirit of any of this Agreement, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your CarGari Account(s) and access to our Services, remove presented content, deny a claim for coverage, remove and demote your listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services. Additionally, we reserve the right to refuse or terminate our Services to anyone for any reason at our discretion to the full extent permitted under applicable law.

**Fees; Collection of Fees.** When you provide CarGari a payment method, you authorize CarGari, or third-party service providers acting on CarGari’s behalf, to store your payment credential for future use in the event you owe CarGari any money. You authorize CarGari to use stored payment credentials for balances, including for [Trip Costs, payment, fines and fees](#) (e.g., late fees, security deposits, processing fees and claims costs and related administrative fees). CarGari and its partners will employ all legal methods available to collect the amounts, including the engagements of collection agencies or legal counsel. CarGari, or the collection agencies we retain, may also report information about your CarGari Account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your CarGari Account may be reflected in your credit report. In addition to the amount due, delinquent accounts and/or chargebacks will be charged with fees and/or charges that are incidental to the collection of delinquent accounts and/or chargebacks including, but not limited to, collection fees, convenience fees, and/or other third party charges. You hereby explicitly agree that all communication in relation to delinquent accounts may be made by e-mail or phone, as provided to CarGari by you. Such communication may be made by CarGari or by anyone on its behalf, including but not limited to a third-party collection agent. If you wish to dispute the information CarGari reported to a credit bureau (i.e., Experian, Equifax, or TransUnion) please contact [support.CarGari.com](#). If you wish to dispute the information a collection agency

reported to a credit bureau regarding your CarGari Account, you must contact the collection agency directly.

**Communications with You.** In order to contact you more efficiently, you agree that we may at times contact you using autodialed or prerecorded message calls or text messages at your telephone number(s). We may place such calls or texts primarily to confirm your signup; provide notices regarding your CarGari Account or CarGari Account activity; investigate or prevent fraud; collect a debt owed to us; or communicate urgent messages. We may share your phone number(s) with service providers with whom we contract to assist us in pursuing these interests. We will not share your phone number(s) with third parties for their own purposes without your consent. Standard telephone minute and text and data charges may apply. Where CarGari is required to obtain your consent for such communications, you may choose to revoke your consent.

You authorize CarGari and its partners, without further notice or warning and in our discretion, to monitor or record telephone conversations you or anyone acting on your behalf has with CarGari or its agents for quality control and training purposes. You acknowledge and understand that your communications with CarGari may be overheard, monitored, or recorded without further notice or warning. If you do not wish to have your call recorded, please contact us instead in writing through [support.CarGari.com](https://support.CarGari.com).

## LEGAL DISPUTES FOR OWNERS AND RECEIVERS

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND CARGARI HAVE AGAINST EACH OTHER ARE RESOLVED.

**Subject to applicable law, the Parties agree that any claim or dispute at law or equity between us relating in any way to or arising out of this or previous versions of these Terms, your use of or access to the Services or any breach, enforcement, or termination of the Agreement will be resolved in accordance with the provisions set forth in this Legal Disputes Section.**

**Applicable Law.** Except as otherwise stated in the Agreement, the Agreement and your use of the Services will be interpreted in accordance with the laws of the State of Colorado and the United States of America, without regard to its conflict-of-law provisions.

**Agreement to Arbitrate.** The Parties each agree that any and all disputes or claims that have arisen or may arise between you and CarGari (including its respective subsidiaries, employees, officers, directors, agents, third party insurance brokers or products, and third party claims



administrators) relating in any way to or arising out of the Agreement, your use of, or access to the Services, or any services sold, offered, or purchased through the Services (such as listing or sharing a vehicle) or any breach, enforcement, or termination of the Agreement shall be resolved exclusively through final and binding arbitration, rather than in court, except that each Party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a Party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights (the "Agreement to Arbitrate"). The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

**Prohibition of Class and Representative Actions and Non-Individualized Relief.** THE PARTIES AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

**Arbitration Procedures.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. An arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of the Agreement to Arbitrate, or the interpretation of the section "Prohibition of Class and Representative Actions and Non-Individualized Relief", shall be for a court of competent jurisdiction to decide.

Where the relief sought is \$25,000 or less, the arbitration will be conducted by [FairClaims](#) in accordance with its Arbitration Rules & Procedures effective at the time a claim is made. Where the relief sought is \$25,001 or more, the arbitration will be conducted by the [American Arbitration Association](#) ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate.

A Party who intends to seek arbitration must first send to the other, by email, a notice of dispute ("Notice"). The Notice to CarGari should be sent via email to [noticeofdispute@CarGari.com](mailto:noticeofdispute@CarGari.com). Please provide your name, telephone number, email, mailing address, and briefly describe both the nature of your dispute and the relief you would like from CarGari.

If the Parties are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, either Party may initiate arbitration proceedings. A form for initiating arbitration

proceedings is available on the [FairClaims](#) website or the [AAA's](#) site. (The AAA provides a [Demand for Arbitration form](#).) Any settlement offer made by you or CarGari shall not be disclosed to the arbitrator.

Any FairClaims arbitration hearing shall be held via written submission, or where requested, videoconference. Any AAA arbitration hearing shall be held in the county in which you reside or at another mutually agreed location. Either Party may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on the Parties subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or CarGari may attend by telephone.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users but is bound by rulings in prior arbitrations involving the same CarGari user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The Parties agree that all communications and evidence related to the dispute will remain confidential, and neither party shall take any action that will harm the reputation of any of the other, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the Parties or entities.

**Costs of Arbitration.** CarGari will cover the cost of any FairClaims arbitration fees for you. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in the Agreement to Arbitrate.

**Severability.** With the exception of the provisions in the section "Prohibition of Class and Representative Actions and Non-Individualized Relief," if an arbitrator or court decides that any part of the Agreement to Arbitrate is invalid or unenforceable, the other parts of the Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in the section "Prohibition of Class and Representative Actions and Non-Individualized Relief" is invalid or unenforceable, then the entirety of the Agreement to Arbitrate shall be null and void. The remainder of the Agreement, these Terms, and its Legal Disputes Section will continue to apply.

**Opt-Out Procedure. IF YOU ARE A NEW CARGARI USER, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION BY EMAILING US AN OPT-OUT NOTICE TO [ARBITRATIONOPTOUT@CARGARI.COM](mailto:ARBITRATIONOPTOUT@CARGARI.COM) EMAIL ADDRESS ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THESE TERMS FOR THE FIRST TIME.** In order to opt-out, you must email your name, address (including street address, city, state, and zip/postal code), and email address(es) associated with your CarGari Account(s) to which the opt-out applies and to [arbitrationoptout@CarGari.com](mailto:arbitrationoptout@CarGari.com). This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to

Arbitrate, all other parts of the Agreement, these Terms, and its Legal Disputes Section will continue to apply to you.

**Future Amendments to the Agreement to Arbitrate.** Notwithstanding any provision in these Terms to the contrary, the Parties agree that if we make any amendment to the Agreement to Arbitrate in the future, that amendment shall not apply to any claim that was filed against CarGari prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between the Parties. If you do not agree to these amended terms, you may close your account within the 30 days of our posting or notification and you will not be bound by the amended terms, but will arbitrate any dispute in accordance with the provisions of the Agreement to Arbitrate as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms). Once you have submitted a valid Opt-Out Notice to CarGari, you do NOT need to submit another one when these Terms are subsequently updated. Your first Opt-Out Notice will serve as a valid as to future versions of these Terms.

**Judicial Forum for Legal Disputes.** Unless the Parties agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate, as a result of a decision by the arbitrator or a court order, or the parties have reserved their rights to pursue legal action in a court of law for actual or threatened intellectual property infringement pursuant to these Terms, you agree that any claim or dispute that has arisen or may arise between the Parties must be resolved exclusively by a state, federal, or small claims court located in Colorado. The Parties agree to submit to the personal jurisdiction of a state court located in Maricopa County, Denver, Colorado or a United States District Court for the District of Colorado located in Denver, Colorado.

## OTHER LEGAL MATTERS

**Terms for Protection Plan.** CarGari is not an insurance company and does not insure presenters or receivers. In Colorado, CarGari makes protection plans available to presenters and receivers with respect to the vehicle shared. Any insurance that is included in a protection plan is provided through Prime Insurance Agency, a Utah insurance producer. See [Protection Plan](#) document for more details. In addition to the terms set forth in the sections “Your Financial Responsibility is Primary”.

**Termination.** You may discontinue your use of the Services at any time and CarGari may terminate your access to the Services and remove any listings for any reason or no reason to the extent permissible under applicable law. Termination of access to the Services will not release a Party from any obligations you incurred prior to the termination and CarGari may retain and continue to use any information, including but not limited to photography, previously provided by you. Termination of the Agreement will not have any effect on the disclaimers, waiver or

liability limitations, or legal disputes provisions under the Agreement and/or any fees due, and all of those terms will survive any termination of the Agreement.

**No Vehicle Transfer or Assignment.** Except as otherwise provided herein, receivers and presenters agree that nothing in these Terms constitutes an actual or purported transfer or assignment of any right or interest in a vehicle or optional Extras shared through the CarGari Services.

**Disclaimers.** CARGARI PROVIDES SERVICES THAT ENABLE THE SHARING OF VEHICLES AND OPTIONAL EXTRAS BETWEEN PRESENTERS AND RECEIVERS. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, CARGARI DOES NOT ITSELF PROVIDE VEHICLE SHARING OR RENTAL SERVICES AND/OR INSURANCE SERVICES AND IS NOT RESPONSIBLE FOR ANY OF THE ACTS OR OMISSIONS OF ANY OF THE USERS OF ITS SERVICES, THE MANUFACTURER OF THE VEHICLE OR ANY OPTIONAL EXTRAS, OR ANY THIRD PARTY PROVIDER OF SERVICES (E.G. IN-VEHICLE GPS OR OTHER SYSTEMS). **THE SERVICES ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT LIMITING THE FOREGOING, CARGARI EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.** CarGari makes no warranty that the Services, including, but not limited to, the listing and/or any vehicle or optional Extra, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. CarGari makes no warranty regarding the quality of any listings, vehicles, presenters, receivers, Extras, the Services, or any content or the accuracy, timeliness, truthfulness, completeness, or reliability of any content obtained through the Services. No advice or information, whether oral or written, obtained from CarGari, CarGari Insurance Agency, or its service providers or through the Services or content, will create any warranty not expressly made herein.

**Limitation of Liability and Waiver.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST CARGARI AND ITS RESPECTIVE SUBSIDIARIES, DIRECTORS, OFFICERS, AGENTS (INCLUDING THIRD PARTY ADMINISTRATORS, INSURANCE PRODUCERS, AND INSURANCE PROVIDERS), OR EMPLOYEES (TOGETHER, THE “CARGARI PARTIES”) AND ANY CARGARI USER (EXCEPT AS DETAILED BELOW FOR TRANSACTIONS WHERE THE PRESENTER PROVIDES THEIR OWN COMMERCIAL/RENTAL PROTECTION PLAN OR WITH RESPECT TO OPTIONAL EXTRAS) FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES INCLUDING, WITHOUT LIMITATION, A VEHICLE NOT BEING AVAILABLE WHEN IT WAS SUPPOSED TO BE, ANY MALFUNCTION OF OR DEFICIENCY IN A VEHICLE, ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY ANY MANUFACTURER OR OTHER THIRD PARTY, ANY PERSONAL INJURY OR PROPERTY DAMAGE SUFFERED BY YOU OR ANY OF YOUR PASSENGERS (EXCEPT IF DAMAGE ARISES FROM AN EXTRA) AND, IN THE CASE OF THE CARGARI PARTIES, ANY ACTIONS OR INACTION OF THE PRESENTER.

NEITHER CARGARI NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, FROM THE USE OF OR INABILITY TO USE THE SERVICES, OR FROM YOUR LISTING OR BOOKING OF ANY VEHICLE OR OPTIONAL EXTRA VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY. **Except for our obligations to pay amounts to applicable presenters or receivers pursuant to these Terms, including an approved payment request or claim under a protection plan or applicable insurance policy, in no event will CarGari's or its subsidiaries' or insurers' aggregate liability arising out of or in connection with this Agreement or your use of the Services, exceed the greater of (i) the amounts you have paid or owe for bookings via the Services as a receiver in the twelve month period prior to the event giving rise to the liability, or if you are a presenter, the amount earned by you in the 12 month period prior to the event giving rise to the liability, or (ii) US\$100.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CARGARI AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST ANY CARGARI USER FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES UNLESS (1) YOU ARE A PRESENTER AND ARE MAKING A CLAIM AGAINST A RECEIVER WHO BOOKED A VEHICLE FOR WHICH YOU PROVIDE YOUR OWN COMMERCIAL/RENTAL INSURANCE OR COVERAGE TO THE RECEIVER; (2) YOU ARE A RECEIVER WHO BOOKED A VEHICLE FROM A PRESENTER AND YOU ARE MAKING A CLAIM AGAINST THAT COMPANY/PRESENTER; OR (3) YOUR CLAIM RELATES TO AN OPTIONAL EXTRA PURCHASED USING THE SERVICES.

**Indemnification.** To the extent permitted by applicable law, you agree to release, defend, indemnify, and hold CarGari and its subsidiaries, officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services or your violation of these Terms; your user content; your interaction with any user, booking of a vehicle, or creation of a listing for a vehicle; or the use, condition, or trip, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of a booking, sharing, or use of a vehicle or optional Extra.

**Liquidated Damages/Contract Penalty.** You acknowledge that the actual damages likely to result from you (i) engaging in gray market transactions (i.e., using CarGari to find a receiver or vehicle, and then completing a reservation or related transaction partially or wholly independent

of CarGari, in order to circumvent the obligation to pay any CarGari Fees) or (ii) registering domains, social media handles, bidding on key words, or otherwise using the CarGari domains, trademarks, or taglines are difficult to estimate and would be difficult for CarGari to prove. **You will pay CarGari \$6,250 in Liquidated Damages to compensate CarGari for any such conduct.** This amount is not intended as a punishment for any such breach.

**CarGari** provides an online platform where vehicle owners and those in need of a vehicle can meet and share vehicles amongst themselves subject to these Terms.

**General.** The Agreement states the entire understanding between you and CarGari concerning your access to and use of the Services and supersedes any earlier verbal or written communications between us. With the exception of appointing a custodian to manage your vehicles on your behalf, you may not delegate your legal obligations or transfer any of your rights, in whole or in part, to any third party without advance written consent of CarGari. You will remain responsible for your obligations hereunder in any event. If any provision of the Agreement is construed to be unenforceable, the remaining provisions will not be affected and will continue in full force and effect. A CarGari Director or Officer must agree to any modification or waiver of any term of the Agreement in writing. CarGari's failure to exercise any right under the Agreement will not constitute a waiver of any other right CarGari may have.

Headings are for reference purposes only and do not limit the scope or extent of such section. Except as otherwise provided in the Agreement, if any provision of these Terms are held to be invalid, void, or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

**Translations.** Where CarGari has provided you with a translation of the English language version of these Terms or any Policies, in case of any wording discrepancies between the English and any other versions of the Terms and any Policies, the English language wording takes precedence.

## **PARTICULAR TERMS FOR RECEIVERS**

The following Sections also apply if you book a vehicle using the Services:

This next section assumes CarGari offers a protection Plan

**Your Financial Responsibility Is Primary.** With regard to damage, losses, or other liabilities, you acknowledge that, where permissible under applicable law, you are exclusively liable for your liabilities under the Agreement, though you may fund that exclusive liability via any personal insurance you have available to you (e.g., applicable personal auto insurance or insurance from credit cards, etc.) as the primary source of funds. Nothing in these Terms is intended to limit your responsibilities or CarGari's legal rights in connection with your use of the Services. You acknowledge that CarGari may require and hold a deposit as part of the

reservation of a vehicle. Additionally, you acknowledge that monies deposited will be used to cover daily protection plan rates. These rates are determined in part by; the value of the vehicle, your driving record, Insurance worthiness rating and other factors. Related to replacement vehicles - “replacement vehicle” is typically defined as a vehicle that is being booked while your own vehicle is not in use because of a “loss” or because of breakdown, repair, service, or damage. Consult the language of your policy or speak to your insurance agent to determine whether a vehicle booked using the Services is considered a “replacement vehicle” under your policy.

In addition to the “Terms for Protection Plan” section above, you understand and agree:

Most presenters offering vehicles for sharing on the Services cannot offer commercial liability insurance to you. In Colorado, any insurance included in a protection plan is provided through a Utah insurance producer.

**Fees.** You are responsible for paying all fees when they come due. You will be responsible for all of the costs relating to any citations and fines (e.g. tolls, parking tickets, towing fines) incurred during the reservation period.

**Use of the Vehicle.** When you book a vehicle from a presenter through CarGari, you must use the vehicle only for your personal use and not for any commercial purposes (**e.g. driving other passengers for a fee such as through Uber or Lyft**) unless you have express written permission from CarGari’s Legal Department in advance. You may not access a vehicle until the beginning of your reservation period and you must return the vehicle on time and in the correct location. You must present the presenter with a current, valid driver’s license. You must exercise reasonable care in your use of the vehicle. You are required at all times to operate the vehicle safely, and in compliance with all applicable laws, including without limitation, speed limits and prohibitions on impaired or distracted driving. In the event CarGari has any concern about your use of a vehicle, CarGari may terminate your reservation at its discretion at any time and require the return of the vehicle, including recovering the vehicle on behalf of the presenter. Vehicles may contain tracking devices to facilitate the recovery of the vehicle. You are required to wear seat belts during the operation of the vehicle and to require that all of your passengers wear seat belts. You are also required to meet any laws or regulations concerning child safety seats and other protections for children. You must not leave the car unlocked or with the keys unsecured (such as in the ignition). If you have any concerns about your planned use, please contact [support.CarGari.com](mailto:support.CarGari.com). You will be exclusively financially responsible for any claims, loss, or damage related to your use or misuse of a vehicle. And you agree that CarGari.com has no liability relative to vehicles shared between Receiver and Presenter. Your only remedy is between Receiver or Presenter.

**Condition of the Vehicle and Optional Extras.** You understand that third parties own the vehicles through the Services. Each owner is responsible for complying with all legal requirements (including ensuring the vehicle is registered and insured) and maintaining their vehicle(s) in safe and roadworthy condition. Please complete a visual inspection before you begin your use of the vehicle. If you find damage in your initial inspection, you should upload photos of such pre-existing damage at the start of your reservation [CarGari.com](https://www.CarGari.com) to ensure you

are not held responsible for pre-existing damage. If you find damage on your initial inspection and fail to report it, CarGari, third party administrators, or insurance partners, may assume that the damage occurred during your reservation period. If, after your initial inspection, you believe that the vehicle is not safe to drive, please do not use the vehicle; in that event, please contact the CarGari team immediately 1-866-247-4274.

**Incident Reporting.** After an incident, you and the presenter (Owner of the vehicle) should file all applicable documentation with your Insurance authorities. Explicitly for notification purposes only, notify CarGari of any and all incidents immediately at 1-866-247-4274.

**State Laws Regarding Rental Car Theft.** It is a felony in most states to fail to return a rental car within a certain period of time after the rental period has expired. The following conduct may result in the reporting of the vehicle you have booked as stolen to law enforcement, possibly subjecting you and any other driver to arrest, and civil and/or criminal penalties, and the voiding of your insurance coverage and/or protection plan:

- If you fail to return the vehicle you booked at the time and place agreed upon with the presenter and/or designated in your reservation;
- If you do not return the vehicle by the end of the reservation period and you have not properly obtained an extension of the reservation through the CarGari system as set forth at CarGari.com
- If the vehicle is returned to any place other than the return location on the reservation or agreed upon with the owner. Any damage to, or loss or theft of, a vehicle occurring prior to the presenter inspecting the vehicle upon return at the end of the reservation is the receiver's responsibility;
- If you misrepresent facts to the presenter pertaining to booking, use, or operation of vehicle;
- If the vehicle's interior components are stolen or damaged or the vehicle itself is stolen or damaged when the vehicle is left unlocked or running or unattended with the keys not secured during the reservation period;
- If you fail or refuse to communicate in "good faith" with presenter, police, CarGari, or other authorities with a full report of any accident or vandalism involving the vehicle or otherwise fails to cooperate in the investigation of any accident or vandalism;
- If the vehicle is operated by anyone who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the reservation period; who has obtained the keys without permission of the presenter; or who misrepresents or withholds facts to/from the presenter or CarGari material to the booking, use or operation of vehicle.

The primary receiver who books the reservation is responsible for any private investigation costs CarGari deems necessary to recover a vehicle that is not returned. In addition, a \$500 case administration fee will be imposed on the primary receiver if CarGari and/or the presenter has to report a vehicle as stolen to law enforcement due to it not being returned.



**Repossession.** CarGari, a hired agent of CarGari, or the presenter may repossess any vehicle booked through the Services without demand, at the receiver's expense, if the vehicle is not returned by the end of the reservation, is found illegally parked, apparently abandoned, or used in violation of applicable law or these Terms.

**Missing Vehicles.** If a vehicle you have booked through the Services goes missing and/or is stolen during the reservation period (or extension period obtained through the CarGari platform), you must immediately return the original ignition key to the presenter; file a police report immediately after discovering the vehicle is missing or stolen, but in no event more than 24 hours after discovering it has gone missing; and cooperate fully with the presenter, law enforcement, CarGari, and other authorities in all matters related to the investigation.

## PARTICULAR TERMS FOR OWNERS

The following Sections also apply if you share your vehicle through the Services:

**Information Given at Registration.** When you sign up for CarGari, you will identify passenger vehicle(s) that you want to list for sharing through the Services. Each vehicle must meet CarGari's requirement for use. You may only use the Services in connection with vehicles that you own or otherwise have all the necessary rights and permissions to share for compensation.

**Vehicle Availability.** Once a trip is booked, you must make the vehicle available or deliver the vehicle as expected by the receiver. If you offer the receiver the option to pick up your vehicle at a persistent specified location, you must supply the location of the vehicle accurately to CarGari and ensure that the vehicle is available at that location at the beginning of the reservation period. **You must verify that a prospective receiver has a current, valid driver's license** before you provide the receiver your vehicle, and ensure the driver's license matches the name on the reservation and that the person picking up the vehicle appears to match the photograph on a facially valid driver's license.

**Trip Fees.** You will have the ability to set and revise the vehicle's pricing as you choose. Learn more about Automatic Pricing [here](#). CarGari will pay you the amount collected from those who book your vehicle, less the applicable fees payable to CarGari. To the extent you owe CarGari money for any reason, CarGari also reserves the right to deduct those amounts from your payment.

**Taxes & Airport Permitting Fees.** You understand and acknowledge that appropriate governmental agencies, departments, or authorities may take the position that you owe taxes in connection with your use of our Services. Please familiarize yourself with the applicable tax regulations and consult with your personal tax advisor. Further, some airports where you offer delivery may take the position that you must have a permit to use airport premises and remit fees.

**Maintenance.** You are required to regularly check your vehicle for any defects in its operations or safety. You promise that, at all times, your vehicle will be in safe and roadworthy condition, in good mechanical condition, and in full compliance with all applicable inspection and registration requirements. You will only list vehicles with a clean, non-salvaged, non-written off, non-washed, and non-branded title. You agree to respond to any applicable recall or similar safety notices and to complete any recommended action before allowing your vehicle to be booked. In addition, if CarGari believes that your vehicle does not conform to reasonable standards, CarGari may notify you and reserves the right to remove or decline listing your vehicle until its concerns have been resolved. CarGari may, but does not commit to, undertake efforts to ensure the safety of vehicles booked through the Services.

**Incident Reporting.** After an incident, you and the Receiver (Person renting a vehicle) should file all applicable documentation with legal and your insurance authorities. Explicitly for notification purposes only, notify CarGari of any and all incidents immediately at 1-866-247-4274. CarGari is not liable for nor assuming any responsibility for any accidents that may occur. Furthermore, CarGari does not provide any insurance to any party using our service and platform.

**Physical Damage.** Any damages incurred during the reservation period; you are responsible for working through the Insurance claims process with the renter of your vehicle. If damages to vehicle exceed \$250 or anyone has sustained bodily injury, you must contact law enforcement and the Insurer for each party.

**Missing Vehicles.** Under the protection plan selected through the Services, if your vehicle goes missing, is not returned, and/or is stolen during the reservation period (or extension period), you, as the presenter, must immediately contact a CarGari representative and follow his or her instructions, including cooperating with CarGari, the police, and any other authorities in all related to the investigation of the theft. If you are instructed by CarGari to file a police report, you must do so within 24 hours of receiving those instructions.