

YUZIT TERMS OF SERVICE AGREEMENT

This Terms of Service Agreement (this “**Agreement**”) is a contract between you (“**you**” or “**User**”) and Yuzit Inc. (“**Yuzit**”, “**we**,” or “**us**”). You must read, agree to, and accept all of the terms and conditions contained in this Agreement in order to use our website located at www.yuzit.org, all affiliated websites, including mobile websites and applications, owned and operated by us, our predecessors or successors in interest, or our Affiliates (collectively, the “**Site**”), all services, applications and products that are accessible through the Site and all Yuzit mobile applications that link to or reference this Agreement (together with the Site, the “**Service**”) whether provided by us or our Affiliates.

This Agreement includes and hereby incorporates by reference the Yuzit Terms of Use; Yuzit Cookie Policy; and Yuzit Privacy Policy as such agreements may be in effect and modified by Yuzit from time to time (collectively, with this Agreement, the “**Terms of Service**”).

Subject to the conditions set forth herein, Yuzit may, in its sole discretion, amend this Agreement and the other Terms of Service at any time by posting a revised version on the Site and will provide reasonable advance notice of any amendment that includes a Substantial Change. If the Substantial Change includes an increase to Fees charged by Yuzit, Yuzit will provide at least 30 days’ advance notice of the change, but may not provide any advance notice for changes resulting in a reduction in Fees or any temporary or promotional Fee change. Any revisions to the Terms of Service will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the “**Effective Date**”).

Your continued use of the Site or the Service after the Effective Date of a revised version of this Agreement or of any other Terms of Service constitutes your acceptance of and agreement to be bound by the Terms of Service as revised. In the event of a conflict between this Agreement and the other Terms of Service, this Agreement will control unless the other Agreement explicitly states that it controls. Capitalized terms are defined throughout this Agreement and in Section 23 (Definitions).

YOU UNDERSTAND THAT BY USING THE SITE OR SERVICE AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE MANDATORY BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 21.4 OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SERVICE AFTER THE EFFECTIVE DATE. IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THE TERMS OF SERVICE. IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO THAT ENTITY.

1. DIGITAL SIGNATURE

By registering for a Yuzit account on the Site (an “**Account**”), or by clicking to accept the Terms of Service when prompted on the Site, you are deemed to have

executed this Agreement and the other Terms of Service electronically, effective on the date you register your Account or click to accept the Terms of Service, pursuant to the U.S. Electronic Signatures in Global and National Commerce Act (the E-Sign Act) (15 U.S.C. § 7001, et seq.). Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement, the other Terms of Service, and any amendments.

2. CONSENT TO USE ELECTRONIC RECORDS

In connection with the Terms of Service, you may be entitled to receive certain records from Yuzit or our Affiliates, such as contracts, notices, and communications, in writing. To facilitate your use of the Site and the Service, you give us permission to provide these records to you electronically instead of in paper form.

2.1 YOUR CONSENT AND YOUR RIGHT TO WITHDRAW CONSENT

By registering for an Account, you consent to electronically receive and access, via email or the Site, all records and notices for the services provided to you under the Terms of Service that we or our Affiliates would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with you via the U.S. Postal Service and other third-party mail services using the address under which your account is registered. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting Borrower Support (<https://support.Yuzit.org>). If you withdraw your consent to receive such records and notices electronically, we will revoke your access to the Site and the Service, and you will no longer be permitted to use the Site or the Service. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal. Please note that your withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by us to you before the withdrawal of your consent becomes effective.

2.2 KEEPING YOUR ADDRESS AND EMAIL ADDRESS CURRENT WITH US

In order to ensure that we are able to provide records and notices to you electronically, you agree to notify us immediately of any change in your email address by updating your Account information on the Site or by contacting Borrower Support. In addition, so that we may communicate with you via the U.S. Postal Service and other third-party mail services, you agree to notify us immediately of any change in your address.

2.3 HARDWARE AND SOFTWARE YOU WILL NEED TO USE THE SERVICE FOR YOUR BUSINESS

To access and retain the records and notices we provide to you electronically, you will need: (a) a valid email address; (b) a computer system or device that operates on a platform like Windows or Mac; (c) a connection to the Internet; (d) Current

Versions of the software, browsers, plug-ins, or other computer applications and programs identified on the Site (Users utilizing other browsers may experience compatibility difficulties); (e) a Current Version of a program that accurately reads and displays PDF files, such as the Current Version of Adobe Acrobat Reader; (f) a computer or device and an operating system capable of supporting all of the above; and (g) a printer to print out and retain records and notices in paper form or electronic storage to retain records and notices in an electronic form. By “**Current Version**”, we mean a version of the software that is currently being supported by its publisher. We may change these requirements from time to time and will update this Agreement accordingly. You should retain a copy of all of the records and notices we send to you electronically.

By accepting and agreeing to this Agreement and the other Terms of Service electronically, you represent that (i) you have read and understand the above consent to receive records and notices electronically; (ii) you satisfy the minimum hardware and software requirements specified above; and (iii) your consent will remain in effect until you withdraw your consent as specified above.

3. YUZIT ACCOUNTS

3.1 ACCOUNT ELIGIBILITY

To use the Site and certain Service, you must register for an Account. Yuzit operates the Site and Service as a community marketplace that helps people who own items they don't need or rarely use (“Lenders”) list and rent the items to people who want to use the items for a short period (“Borrowers”), using our website and/or mobile applications. If you are a Lender, you understand that you must comply with any licensing or registration requirements with respect to the rental of Items, and you represent that you comply with all such requirements. To register for an Account, you must be, and hereby represent that you are, a legal entity or an individual 18 years or older who can form legally binding contracts.

By registering for an Account, by using the Site or Service, or by clicking to accept the Terms of Service when prompted on the Site, you agree to: (a) abide by this Agreement and the other Terms of Service; (b) be financially responsible for your use of the Site; and (c) perform your obligations as specified by any Rental Agreement that you enter into, unless such obligations are prohibited by applicable law or the Terms of Service. Yuzit reserves the right, in our sole discretion, to refuse, suspend, or revoke your access to the Site and Service upon discovery that any information you provided on any form or posted on the Site is not true, accurate, or complete, or such information or other conduct otherwise violates the Terms of Service, or for any other reason or no reason in Yuzit's sole discretion.

You represent that you are not: (i) a citizen or resident of a geographic area in which access to or use of the Site or Service is prohibited by applicable law, decree, regulation, treaty, or administrative act; (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's

Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations or other economic sanction rules of any sovereign nation. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Site and Service.

3.2 ACCOUNT REGISTRATION; PROFILE

By registering for an account, you must complete a User profile ("Profile"), which you consent to be shown to other Users and, unless you change your privacy settings, the public. If you are a Lender, you represent and warrant that you use your Profile to market your Items to others for the purpose of entering into Rental Agreements with other Users. You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide and to correct any information about your location, your business, or the Items you list for rent that is or becomes false or misleading. You agree not to register for more than one Account without express written permission from us. You agree not to ask or allow another person to create an Account on your behalf, for your use, or for your benefit.

3.3 IDENTITY VERIFICATION

When you register for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity and your ability to represent your business on Yuzit, if it is a separate legal entity. You authorize Yuzit, directly or through third parties, to make any inquiries necessary to validate your identity and confirm your Lendership of your email address or financial accounts, subject to applicable law. When requested, you must provide us with information about you and, if applicable, the entity you represent.

3.4 USERNAMES AND PASSWORDS

When you register for an Account, you will be asked to choose a username and password for the Account (you can change your password at any time). You are entirely responsible for safeguarding and maintaining the confidentiality of your Account username and password. You authorize Yuzit to assume that any person using the Site with your username and password, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to your password. You further agree not to use any username or password of another User of the Site that you are not authorized to use and not to allow others who are not authorized to do so to use your Account at any time.

3.5 MARKETPLACE FEEDBACK

You acknowledge and agree that feedback benefits the marketplace, all Users, and the efficiency of the Site and you specifically request that Yuzit post composite or compiled feedback about Users, including yourself, on User Profiles and elsewhere on the Site. You acknowledge and agree that feedback results for you will consist of comments, ratings, indicators of User satisfaction, and other feedback left by other Users. You further acknowledge and agree that Yuzit will make feedback results available to other marketplace Users, including composite or compiled feedback. Yuzit provides this feedback system as a means through which Users can share their opinions publicly and Yuzit does not monitor or censor these opinions. You agree not to use such feedback to make any employment, credit, credit valuation, underwriting, or other similar decision about any other User.

Yuzit does not investigate any remarks posted by Users for accuracy or reliability but may do so if a User requests that Yuzit do so. You may be held legally responsible for damages suffered by other Users or third parties as a result of your remarks if such remarks are legally actionable or defamatory. Yuzit is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, Yuzit reserves the right (but is under no obligation) to remove posted feedback or information that, in Yuzit's sole judgment, violates the Terms of Service or negatively affects our marketplace. You acknowledge and agree that you will notify Yuzit of any error or inaccurate statement in your feedback results and that if you do not do so, Yuzit may rely on the accuracy of such information.

4. PURPOSE OF THE SITE AND SERVICE

The Site is a marketplace where Borrowers and Lenders can identify each other and advertise, rent out and rent Items online. Subject to the Terms of Service, Yuzit provides the Service to Users, including hosting and maintaining the Site, enabling the formation of Rental Agreements, and coordinating disputes related to those Rental Agreements. If Users agree on terms for the rental of an Item or Items, a Rental Agreement is formed directly between such Users, subject to the provisions set forth in Section 5 (Contractual Relationship Between Borrower and Lender). When a User enters a Rental Agreement, the User uses the Site to engage, communicate, invoice and pay online.

5. CONTRACTUAL RELATIONSHIP BETWEEN BORROWER AND LENDER

You acknowledge and agree that a Rental Agreement is comprised of the Rental Agreement (Section 8 of these Terms of Service) plus (a) the Yuzit Terms of Service in their entirety, (b) the Yuzit Terms of Use; (c) the Yuzit Privacy Policy, (d) the Yuzit Cookie Policy and (e) the specific rental terms of each Accepted Transaction to the extent that the terms do not, and do not purport to, expand Yuzit's obligations or restrict Yuzit's rights under the Terms of Service. You acknowledge and agree that Yuzit is not a party to any Rental Agreement.

6. PAYMENT TERMS

6.1 PAYMENT PROCESSING

Payment processing services for Yuzit are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the “Stripe Services Agreement”). By registering your Account, you agree to be bound by the Stripe Services Agreement, as modified by Stripe from time to time. As a condition of Yuzit enabling payment processing services through Stripe, you agree to provide Yuzit accurate and complete information about you and your business, and you authorize Yuzit to share with Stripe such information as well as transaction information related to your use of the payment processing services provided by Stripe.

6.2 SERVICE FEE

When a Borrower and Lender enter into a Rental Agreement, a service fee in the amount specified in the Yuzit Terms of Use (the “Borrower’s Service Fee”) is added to the Rental Price and debited from the authorized credit or debit card of the Borrower, and a service fee in the amount specified in the Yuzit Terms of Use (the “Lender’s Service Fee”) is deducted from the Rental Price payable to Lender. The Borrower’s Service Fee and the Lender’s Service fee are together referred to as the “Service Fee”. The Service Fee is deemed earned in full when a Borrower and Lender enter into a Rental Agreement. Borrower and Lender each agree to pay Yuzit the Service Fee for using the Site’s communication, invoicing, dispute resolution and payment services. Borrower agrees that Borrower’s Service Fee, which will be added to the Rental Price, currently is ten percent (10.0%) of the Rental Price. Lender agrees that Lender’s Service Fee, which will be deducted from the Rental Price, currently is ten percent (10.0%) of the Rental Price. The Service Fee can be changed at any time provided notice of such change is provided as required by these Terms of Service.

6.3 BORROWER DEPOSIT

When a Borrower and Lender enter into a Rental Agreement, an amount equal to (i) the Rental Price for the Rental Term plus (ii) the Deposit plus (iii) the Borrower’s Service Fee will be debited from the authorized Payment Method of the Borrower, to be held upon the terms set forth in the Yuzit Terms of Use and the Stripe Services Agreement. In the event the Rental Term is renewed, an amount equal to (i) the Renewal Rental Price plus (ii) the Borrower’s Service Fee will be debited from such Payment Method at the beginning of the Renewal Rental Term, the Deposit will be transferred to the Renewal Rental Term and the Rental Price and Borrower’s Service Fee for the original Rental Term will be paid to the Lender and Yuzit, respectively.

6.4 DISBURSEMENTS AT END OF RENTAL TERM

At the end of each Rental Term, disbursements are made as follows:

1. If the Item is returned as “Normal” or “Excessive Wear and Tear” (see Yuzit Terms of Use), a) the full Deposit is returned to the Borrower, b) the Rental

Price and Borrower's Service Fee are debited from the Borrower's Account, c) the Rental Price less the Lender's Service Fee is paid to the Lender, and d) the Service Fee is paid to Yuzit, or

2. If the item is returned as "Unsatisfactory" (see Yuzit Terms of Use), a) the full Deposit plus the Rental Price and Borrower's Service Fee are debited from the Borrower's Account, b) the full Deposit plus the Rental Price less the Lender's Service Fee is paid to the Lender, and d) the Service Fee is paid to Yuzit.

Notwithstanding any other provision of the Terms of Service or the Terms of Use, Yuzit may hold the disbursement of the Rental Price if: (a) we require additional information, such as Lender's tax information, government-issued identification, address, or date of birth; (b) we have reason to believe the Rental Price may be subject to dispute or chargeback; (c) we suspect fraud; (d) we believe there are reasonable grounds for insecurity with respect to the performance of obligations under a Rental Agreement, this Agreement, or other Terms of Service; (e) we deem it necessary in connection with any investigation; or (f) required by applicable law.

In cases of fraud, abuse, or violation of the Terms of Service, Yuzit reserves the right to revoke any payments and hold all amounts due to you (not just amounts from the Rental Agreement(s) under investigation) unless prohibited by applicable law. In addition, we reserve the right to seek reimbursement from you, and you will reimburse us, if we suspect fraud or criminal activity associated with your payment, withdrawal, or Rental Agreement(s); if we discover erroneous or duplicate transactions; or if we have supplied our services in accordance with this Agreement yet we receive any chargeback from the Payment Method used by you, or used by your Borrower if you are a Lender. You agree that we have the right to obtain such reimbursement by charge to any other accounts you hold with us, offsetting any amounts determined to be owing, deducting amounts from future payments or withdrawals, charging your Payment Method, or obtaining reimbursement from you by any other lawful means. Failure to pay for reimbursements of chargebacks is cause for termination of the applicable Account and revocation of your access to the Site.

6.5 NON-PAYMENT

If Borrower fails to pay the Rental Price, Deposit or Borrower's Service Fee or any other amounts due under the Terms of Service, whether by canceling Borrower's credit or debit card, initiating an improper chargeback, or any other means, Yuzit may suspend or close Borrower's Account and revoke Borrower's access to the Site, including Borrower's authority to use the Site to process any additional payments, enter into Rental Agreements, or obtain the use of any additional Items. Without limiting other available remedies, Borrower must pay Yuzit upon demand for amounts owed under the Terms of Service, plus interest on the outstanding amount at the lesser of one and one-half percent (1.5%) per month or the maximum interest allowed by applicable law, plus attorneys' fees and other costs of collection to the extent permitted by applicable law. To the extent permitted by applicable law, Yuzit, at our discretion, may set off amounts due against other amounts received from or held by Yuzit for Borrower, make appropriate reports to

credit reporting agencies and law enforcement authorities, and cooperate with credit reporting agencies and law enforcement authorities in any resulting investigation or prosecution.

6.6 NO RETURN OF FUNDS

Borrower acknowledges and agrees that Yuzit will charge Borrower's designated Payment Method for the Service Fee for each Rental Agreement. In consideration of the Service provided by Yuzit, Borrower agrees that once Yuzit charges the Borrower's designated Payment Method as provided in this Agreement or the other Terms of Service, the charge for the Service Fee is non-refundable, except as otherwise required by applicable law. Borrower also acknowledges and agrees that the Terms of Service provide a dispute resolution process as a way for Borrower to resolve disputes. To the extent permitted by applicable law, Borrower therefore agrees not to ask its credit card company, bank, or other payment provider to charge back any Service Fee charged pursuant to the Terms of Service for any reason. A chargeback in breach of the foregoing obligation is a material breach of the Terms of Service. If Borrower initiates a chargeback in violation of this Agreement, Borrower agrees that Yuzit may dispute or appeal the chargeback and institute collection action against Borrower.

6.7 FORMAL INVOICES AND TAXES

Yuzit will have no responsibility for determining the necessity of or for issuing any formal invoices, or for determining, remitting, or withholding any taxes applicable to the Rental Price. Lender will be solely responsible for determining whether it is required by applicable law to issue any formal invoices for the Rental Price and for issuing any invoices so required. Lender will also be solely responsible for determining whether: (a) Lender or Yuzit is required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the Rental Price and remitting any such taxes or charges to the appropriate authorities on behalf of itself or Yuzit, as appropriate; and (b) Yuzit is required by applicable law to withhold any amount of the Rental Price and for notifying Yuzit of any such requirement and indemnifying Yuzit (either by Yuzit, at our sole discretion, offsetting the relevant amount against a future payment of Rental Price to Lender or Lender reimbursing Yuzit for the applicable amount) for any requirement to pay any withholding amount to the appropriate authorities (including penalties and interest). In the event of an audit of Yuzit, Lender agrees to promptly cooperate with Yuzit and provide copies of Lender's tax returns and other documents as may be reasonably requested for purposes of such audit, including but not limited to records showing Lender is engaging in an independent business as represented to Yuzit.

6.8 PAYMENT METHODS

In order to rent Items, Borrower must provide account information for at least one valid charge or debit card or other Payment Method authorized by Yuzit (each, a "Payment Method"). Borrower hereby authorizes Yuzit and Stripe to run authorizations on all Payment Methods provided by Borrower, to store charge card and banking or other financial details as Borrower's method of payment for

Item rentals, and to charge Borrower's credit or debit card (or any other Payment Method) for all Rental charges, Service Fees, Deposits and any other costs as provided in the Terms of Service and the Terms of Use.

By providing Payment Method information through the Site, Borrower represents, warrants, and covenants that: (a) Borrower is legally authorized to provide such information; (b) Borrower is legally authorized to perform payments using the Payment Method(s); and (c) such action does not violate the terms and conditions applicable to Borrower's use of such Payment Method(s) or applicable law. When Borrower authorizes a payment using a charge or debit card or other Payment Method via the Site, Borrower represents, warrants, and covenants that there are sufficient funds or credit available to complete the payment using the designated Payment Method. To the extent that any amounts owed under this Agreement or the other Terms of Service cannot be collected from Borrower's Payment Method(s), Borrower is solely responsible for paying such amounts by other means.

6.9 US DOLLARS AND FOREIGN CURRENCY CONVERSION

The Site and the Service operate in U.S. Dollars. If Borrower's charge or debit card is denominated in a currency other than U.S. Dollars and requires currency conversion to make payments in U.S. Dollars, Yuzit or Stripe will charge Borrower's Payment Method in U.S. Dollars and Borrower's Payment Method provider will convert the payment at a foreign currency conversion rate selected by Borrower's Payment Method provider. Borrower's Payment Method provider may also charge fees directly to the Payment Method used to fund a cross-border payment even when no currency conversion is involved. Borrower's authorization of a payment using a foreign currency conversion rate displayed on the Site is at Borrower's sole risk. Yuzit, Yuzit Escrow, and other Affiliates are not responsible for currency fluctuations that occur when billing or crediting a Payment Method denominated in a currency other than U.S. Dollars. Yuzit and Stripe are not responsible for currency fluctuations that occur when receiving or sending payments to and from the Stripe payment processing system.

6.10 DISPUTE RESOLUTION

You agree that your exclusive remedy with respect to any dispute arising between you and another User with respect to a Rental Agreement or otherwise will be arbitration by Yuzit and that the decision of Yuzit will be final and binding upon you and shall not subject to appeal to any court or administrative agency. You agree that this dispute process is the EXCLUSIVE method of resolving all such disputes. You agree to take pictures of all Items at the beginning and end of each Rental Agreement and to submit such pictures to Yuzit if a dispute arises with respect to such Item(s).

7. NON-CIRCUMVENTION

(a) You acknowledge and agree that a substantial portion of the compensation Yuzit receives for making the Site available to you is collected through the Service Fee described in Section 6.2 ("Service Fee"). Yuzit only receives this Service

Fee when a Borrower and a Lender pay and receive payment through the Site. Therefore, for twenty-four (24) months from the time you identify or are identified by any party through the Site (the “**Non-Circumvention Period**”), you must use the Site as your exclusive method to request, make, and receive all payments for rentals directly or indirectly with that party or arising out of your relationship with that party (the “**Yuzit Relationship**”). You agree that, in the event you circumvent or attempt to circumvent Yuzit during the Non-Circumvention Period, for each and every instance of circumvention or attempted circumvention you will pay to Yuzit not later than five (5) days after the end of each applicable Rental Term an amount equal to (a) all Service Fees that would be earned by Yuzit for such Rental Term; and (b) interest at the rate of 18% per annum or the maximum rate permitted by applicable law, whichever is less, calculated from each date Borrower makes payment to the subject Lender until the date the Service Fee is paid; and (c) all costs of collection, including but not limited to actual accountant and attorney fees and costs.

(b) You agree not to circumvent or attempt to circumvent the Payment Terms of Section 6 of these Terms of Service or otherwise offered by the Site. By way of illustration and not in limitation of the foregoing, you must not:

- Submit proposals or solicit parties identified through the Site to contact, rent to, rent from, pay or receive payment outside the Site.
- Accept proposals or solicit parties identified through the Site to contact, rent to, rent from, or pay outside the Site.
- Invoice or report on the Site or during a Non-Circumvention Period an invoice or payment amount lower than that actually agreed between Users.

(c) You agree to notify Yuzit immediately if another person improperly contacts you or suggests making or receiving payments outside of the Site. If you are aware of a breach or potential breach of this non-circumvention agreement, please submit a confidential report to <https://support.Yuzit.org>.

(d) You agree that, if you refuse to accept any new version of the Terms of Service or elect not to comply with certain conditions of using the Site and therefore choose to cease using the Site, the Non-Circumvention Period begins on the date you notify Yuzit at <https://support.Yuzit.org> that you are ceasing use of the Site.

8. RENTAL AGREEMENT

Unless otherwise expressly agreed to in writing by both Users and by Yuzit, the terms and conditions of the Rental Agreement that a Lender enters directly with a Borrower when the Lender agrees to provide Items to the Borrower are as set forth in this Section 8. Users may agree between themselves on any additional or different terms for their Rental Agreement as long as such terms do not and do not purport to affect the rights or responsibilities of Yuzit or violate the Terms of Service. Yuzit is not a party to any Rental Agreement by or between Users.

Except as modified with the express written consent of both parties and Yuzit, this Section 8 (supplemented by the remaining portions of these Terms of Service and the documents described in Section 5 of these Terms of Service) comprises the Rental Agreement for each and every transaction between Users.

8.1 DEFINITIONS.

(a) Parties. Throughout this document, the words “Yuzit,” “us,” “we,” and “our,” refer to Yuzit, our Site or our Services, as is appropriate in the context of the use of the words. The term “Borrowers” will refer to Users of our Site and Services who are seeking to rent an Item or Items (defined below) through Yuzit. The term “Lenders” will refer to users who share an Item or Items available for rent to Borrowers through the Service and upon certain terms. The term “You” or “you” refers to the individual or legal entity (whether a Borrower or Lender, or other User), as applicable, identified as the User when you register on the Site.

(b) Items. Our Site and Service may allow you, as a Lender, to list only certain personal, tangible belongings for rent to other Users who are Borrowers (“Items”). Items shall not include any “Banned Items” as defined in Section 8.2.

(c) Content. Our Site and Services may allow users acting as Lenders to upload information and materials about each Item, including but not limited to: photos; videos; statistics; descriptions; the pricing for rental of each Item (the “Rental Price”); a deposit amount to be held through the Yuzit managed account at Stripe until return of an Item (the “Deposit”); the specific terms of the refund of a Deposit; the rental period; locations for pick up and return of the Item; and other information about and terms associated with any Item(s) (collectively, the “Content” or “User Content”).

(d) Listings. Each public submission of Content on the Site by a Lender shall be called a “Listing”.

(e) Communications. Our Site and Services may allow you to transmit informal questions, comments, and communications to other Users to further inquire about and discuss an Item, through messaging features provided on the Site (the “Communications”). You understand that all Communications prior to formally accepting the terms of any Listing are non-binding and do not create any contractual obligations by either Lenders or Borrowers. Communications merely allow Borrowers to discuss any Item(s) listed by a Lender with such Lender prior to renting an Item.

(f) Accepted Transactions. Our Site and Services may allow you to enter into formal transactions and agreements with other Users to rent Items on the terms set forth by each Lender in a Listing (each, a “Transaction”). Your clicking on any “I Accept” or “Accept” button(s), or any other formal acceptance mechanism contained on the Site, shall bind you, as to the terms of each Listing and associated Transaction (each, an “Accepted Transaction”). Except as modified with the express written consent of both parties, this Section 8 comprises the Rental Agreement for each and every Accepted Transaction between Users.

(g) “Tax” or “Taxes” mean any sales taxes, value added taxes (VAT), goods and services taxes (GST) and other similar municipal, state and federal indirect or other withholding and personal or corporate income taxes.

8.2 BANNED ITEMS

- All illegal items as per the United States Customs & Border Protection or unlawful to possess or distribute by any federal or state law
- Weapons (guns, knives, bows, stun guns, bullets, explosives, etc.)
- Controlled substances, drug apparatus and paraphernalia
- Single Use Items (disposable goods of any kind)
- Living things (people, animals, plants, etc.)
- Items of sexual nature (pornographic media, photos, sex toys, etc.)
- Media files (music or video, hard copy or digital)
- Food or Hygienic items (deodorant, toothpaste, perfume, etc.)
- Any item that has a replacement value (Deposit) over \$1,000.00
- Items you do not own or the right to lend out or sublet (stolen, etc.)
- Undergarments or used cosmetics
- Irreplaceable items or sentimental items
- Any other item prohibited by Yuzit in its sole discretion.

8.3 LISTING CONDITIONS

(a) As a Lender. When publishing a Listing for any Item(s) for rent as a Lender, you recognize and agree to the following:

1. You are responsible for the accuracy and details of the Content contained in any of your Listings and about any Item offered by you;
2. Either (i) you are the lawful and sole owner of any Item posted by you in any Listing, or (ii) you have gained all required and appropriate permissions from the lawful owner of the Item;
3. You may lawfully possess each Item you post in any Listing, and rental or possession of the Item by you does not violate any United States federal or state laws, regulations or guidelines, including, but not limited to, criminal laws and FDA guidelines;
4. Your Listing may not be immediately searchable or available for several hours, and Yuzit can't guarantee exact listing durations;
5. Listings for Items that violate any of Yuzit's policies or include any Content that violate any of such policies may be deleted at Yuzit's sole discretion, and Yuzit has no liability to you for any deletion;
6. The formatting and appearance of any Content provided by you in a Listing, whether in search or browse results, depends on a variety of factors and shall be displayed as determined by Yuzit in its sole discretion;

7. You will only upload one (1) Listing per individual Item on the Site at a time; and

8. Any Listing may not appear in some search and browse results regardless of the sort order chosen by a Borrower.

(b) As a Borrower. When renting an Item as a Borrower, you agree to the following:

1. You are responsible for reading all Content posted in a Listing by a Lender before communicating with such Lender and making a commitment to rent an Item through an Accepted Transaction;

2. You enter into a legally binding contract to rent an Item when you commit to rent an Item through the Site and Services; and

3. You agree that the full Rental Price, Service Fee and Deposit will be debited from your charge or debit card immediately upon your Acceptance of each Transaction, to be distributed as set forth in Section 8.4.

8.4 PAYMENT TERMS

Section 6 of the Yuzit Terms of Service (Subsections 6.1 through 6.10) are expressly incorporated in each and every Rental Agreement. Borrower's Service Fee, which will be added to the Rental Price, currently is ten percent (10.0%) of the Rental Price. Lender's Service Fee, which will be deducted from the Rental Price, currently is ten percent (10.0%) of the Rental Price. The Service Fee can be changed at any time provided notice of such change is provided as required by these Terms of Service.

8.5 NON-CIRCUMVENTION

Once a Borrower has discovered an Item or Lender on the Site or through the Service, both Borrower and Lender agree to communicate exclusively with each other through the Site and Service. Each Borrower and Lender agrees not to attempt to circumvent the Site and Service by independently attempting to rent any such discovered Item or any other Item from or to each other during the Non-Circumvention Period. Section 7 (7(a) through 7(d)) of these Terms of Service are expressly incorporated in each and every Rental Agreement.

9. RECORDS OF COMPLIANCE

You agree to (i) create and maintain records to document satisfaction of your obligations under this Agreement and any Rental Agreement, including, without limitation, your payment obligations and compliance with tax laws, and (ii) provide copies of such records to Yuzit upon request. Nothing in this subsection requires or will be construed as requiring Yuzit to supervise or monitor a User's compliance with this Agreement, the other Terms of Service, the Terms of Use or a Rental Agreement.

10. RELATIONSHIP WITH YUZIT

(a) Yuzit is not a party to the dealings between Borrower and Lender, including Listings, proposals, selection, contracting, and performance of Rental Agreements. Yuzit merely makes the Service available to enable Lenders to submit Listings of Items and Borrowers to identify and determine the suitability of Items for themselves. Yuzit makes no representations about, and does not guarantee the quality, safety, or legality of any Item; the truth or accuracy of Lender's listings on the Site; the background or identities of Users; the ability of Lenders to deliver the Items; the ability of Borrowers to pay for the Items; or that a Borrower or Lender can or will actually complete a transaction.

(b) Yuzit does not deduct any amount for taxes for Borrower or Lender, each of which is solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority in any nation with respect to each Rental Agreement.

(c) Yuzit is not required to and may not verify any feedback or information given to us by Lenders or Borrowers, nor does Yuzit perform background checks on Lenders or Borrowers.

(d) You hereby acknowledge and agree that Yuzit may provide information on the Site about a Lender or Borrower, such as feedback, composite feedback, including a strength or risk score, geographical location, or verification of identity or credentials. However, such information is based solely on data that Lenders or Borrowers voluntarily submit to Yuzit and does not constitute and will not be construed as an introduction, endorsement, or recommendation by Yuzit; Yuzit provides such information solely for the convenience of Users.

11. THIRD-PARTY BENEFICIARY

You hereby appoint Yuzit as a third-party beneficiary of each Rental Agreement for purposes of enforcing any obligations owed to, and any benefits conferred upon, Yuzit hereunder. For example, Section 8.2 of this Agreement includes a list of Banned Items, and Yuzit is hereby made a third-party beneficiary for purposes of enforcing such prohibitions. You further agree that Yuzit has the right to take such actions with respect to your Account, including, without limitation, suspension, termination, or legal actions, as we, in our sole discretion, deem necessary to enforce our rights as a third-party beneficiary under the Rental Agreements. The Terms of Service and any Account registration will not be construed as creating or implying any relationship of agency, franchise, partnership, or joint venture between Users and Yuzit, except and solely to the extent expressly stated in this Agreement.

12. COMMUNICATIONS FROM YOU TO YUZIT

All notices to Yuzit or our Affiliates intended to have a legal effect must be in writing and delivered either (a) in person; (b) by a means evidenced by a delivery receipt, to the following address: Yuzit Inc., 848 N. Rainbow Blvd., #1230, Las Vegas, NV 89107; or (c) in writing via email to support@Yuzit.org. All such notices are deemed effective upon actual receipt by Yuzit. Yuzit does not accept service of any legal

process by email or mail; all such service should occur by hand delivery on Yuzit or its registered agent for service of process.

13. LICENSES AND THIRD-PARTY CONTENT

13.1 SITE LICENSE AND INTELLECTUAL PROPERTY RIGHTS

Subject to and conditioned on compliance with the Terms of Service, Yuzit grants you a limited license to access and, if you have created an Account, to use the Site for the purpose of using the Service. You must not access (or attempt to access) the Site or Service by any means other than the interface provided, and you will not use information from the Site or Service for any purposes other than the purposes for which it was made available. You agree not to use the Site or Service for offering any goods or services other than Items as permitted by this Agreement. You must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost, or otherwise use any content of the Site or Service in any way for any public or commercial purpose without Yuzit's prior written consent. You must not use any content of the Site or Service on any other website or in a networked computer environment for any purpose except your own viewing without Yuzit's prior written consent. You must not frame or link to the Site or Service except as permitted in writing by Yuzit. You must not attempt to reverse engineer, modify, adapt, translate, prepare derivative works from, decompile, attempt to interfere with the operation of, or otherwise attempt to derive source code from any part of the Site or Service unless expressly permitted by applicable law. You will not access the Service in order to build a similar service or application, or publish any performance, or any benchmark test or analysis relating to the Service. Yuzit and our licensors retain all right, title, and interest in and to all Intellectual Property Rights related in and to the Site and the Service. The Yuzit logos and names are trademarks of Yuzit and may be registered in certain jurisdictions. All other product names, company names, marks, logos, and symbols on the Site or Service may be the trademarks of their respective Lenders. Except as expressly stated in this Agreement, nothing in the Terms of Service confers any license under any of Yuzit's or any third party's Intellectual Property Rights, whether by estoppel, implication, or otherwise.

13.2 USER CONTENT LICENSE

(a) When you post Listings or Content on the Site or through the Service or provide Yuzit with User Content, you represent and warrant that you have the right, power, and authority to post that User Content and grant the licenses specified below. You further represent and warrant that by posting or providing such User Content you will not violate third-party rights of any kind, including, without limitation, any Intellectual Property Rights, rights of publicity, and privacy rights. To the extent your User Content may be copyrightable, you represent, warrant, and covenant that you are the owner of all the copyright rights to such User Content and that Yuzit may exercise the rights to your User Content granted under the Terms of Service without any liability or obligation for any payment.

(b) You retain all ownership rights in any User Content you post on Yuzit. To the extent permitted by applicable law, you also grant to Yuzit and our successors and Affiliates a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed, for use in connection with the Site and Yuzit's (and our successors' and Affiliates') business, including, without limitation, for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User a non-exclusive license to access your User Content through the Site and to use, reproduce, distribute, display, and perform such User Content to the extent permitted through the normal functionality of the Site and subject to all applicable confidentiality and other provisions of this Agreement, our Privacy Policy, and applicable law.

(c) Notwithstanding the foregoing paragraph, Yuzit will only use or disclose User Content you post to any non-public area of the Site to the extent necessary to provide Service to you as further described in our Privacy Policy.

(d) The licenses to User Content granted by you in this Agreement will terminate within a commercially reasonable time after you remove or delete your User Content from the Site, except that you grant Yuzit and our successors and Affiliates the irrevocable and perpetual license to retain and use, but not publicly display or distribute, server or archival copies of all User Content that you have removed or deleted to the extent permitted by applicable law.

(e) You may submit comments or ideas about the Site and Service, including without limitation about how to improve the Site or Service (collectively, "Ideas"). By submitting any Ideas, you agree that: (a) your disclosure is voluntary, gratuitous, unsolicited, and without restriction and will not place Yuzit under any fiduciary or other obligation, (b) your Ideas do not contain the confidential or proprietary information of third parties, and (c) we are free to use the Ideas without any additional compensation to you and to disclose the Ideas on a non-confidential basis or otherwise to anyone. You further acknowledge and agree that, by acceptance of your submission, Yuzit does not waive any rights to use similar or related ideas known or developed by Yuzit or obtained from sources other than you.

13.3 UNAUTHORIZED ACCESS AND USE; SITE INTERFERENCE; MALICIOUS SOFTWARE

The Site contains robot exclusion headers. You agree that you will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission. You will not access the audiovisual content available on the Site for any purpose or in any manner other than streaming. You agree that you will not: (a) take any action that imposes or we believe may impose (in our sole discretion) an unreasonable or disproportionately large load on the Site's infrastructure; (b) copy, reproduce, modify, create

derivative works from, distribute, or publicly display any content (other than content you have submitted to the Site) from the Site, any software code that is part of the Site, or any services that are offered on the Site without the prior express written permission of Yuzit and the appropriate third party, as applicable; (c) interfere or attempt to interfere with the proper operation of the Site or any activities conducted on the Site; (d) bypass any measures we may use to prevent or restrict access to the Site or any subparts of the Site, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein; (e) transmit spam, chain letters, or other unsolicited communications; (f) attempt to interfere with or compromise the system integrity or security or decipher any transmissions to or from the servers running the Site; (g) collect or harvest any personally identifiable information, including Account names, from the Site; (h) access any content on the Site through any technology or means other than those provided or authorized by the Site; or (i) directly or indirectly, advertise or promote another website, product, or service or solicit other Users for other websites, products, or services.

Additionally, you agree that you will not post or introduce any invalid data, virus, worm, or other harmful or malicious software code, agent, hidden procedure, routine, or mechanism through or to the Site or the Site software that is designed to cause to cease functioning, disrupt, disable, harm, or otherwise impair in any manner, including aesthetic disruptions or distortions, the operation of (or to allow you or any other person to access or damage or corrupt data, storage media, programs, equipment, or communications or otherwise interfere with operations of or on) the Site or any other software, firmware, hardware, computer system, or network of Yuzit or any third party

13.4 THIRD-PARTY VERIFICATION

The Site makes available various services provided by third parties to verify a User's credentials and provide other information. Any information or content expressed or made available by these third parties or any other Users is that of the respective author(s) or distributor(s) and not of Yuzit. Yuzit neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Site by anyone other than Yuzit's authorized employees acting in their official capacities.

13.5 LINKS AND APPLICATIONS

The Site may contain links to third-party websites. The Site may also contain applications that allow you to access third-party websites via the Site. Such third-party websites are owned and operated by the third parties and/or their licensors. Your access and use of third-party websites, including online communication services, such as chat, email, and calls will be governed by the terms and policies of the applicable third-party websites. You acknowledge and agree that Yuzit is not responsible or liable for: (a) the availability or accuracy of third-party websites; or (b) the content, advertising, or products on or available from third-party websites. You are responsible for deciding if you want to access third-party websites by clicking on a link or installing an application. The inclusion of any link

or application on the Site does not imply that we endorse the linked site or application. You use the links and third-party websites at your own risk and agree that your use of an application or third-party website via the Site is on an “as is” and “as available” basis without any warranty for any purpose.

13.6 MOBILE AND OTHER DEVICES

When using our mobile applications, please be aware that your carrier’s normal rates and fees, such as text messaging and data charges, will still apply. Our mobile applications may not contain the same functionality available on the Site.

13.7 SITE UPDATES

We may from time to time in our sole discretion develop and provide Service updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that we do not have any obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You will promptly download and install all Updates and acknowledge and agree that Service or portions thereof may not work properly should you fail to do so. You further agree that all Updates will be subject to the terms of the Terms of Service, unless otherwise provided in terms associated with such Update. Yuzit reserves the right, at any time, to modify, suspend, or discontinue Service or any part thereof without notice. You agree Yuzit will not be liable to you or any third party for any modification, suspension, or discontinuance of Service or any part thereof.

14. CONFIDENTIAL INFORMATION

14.1 CONFIDENTIALITY

To the extent a Borrower or Lender provides Confidential Information to the other, the recipient will protect the secrecy of the discloser’s Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care, and will: (a) not disclose or use or permit others to disclose or use another’s Confidential Information to anyone without first obtaining the express written consent of the owner of the Confidential Information; and (b) limit access to another’s Confidential Information to its personnel who need to know such information for completion of the Rental Agreement. A disclosure of information will be immune from prosecution or civil action under the Defend Trade Secrets Act, 18 U.S.C. section 1832, if it: (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

14.2 RETURN

If and when Confidential Information is no longer needed for the completion of the applicable Rental Agreement or at Borrower's or Lender's written request (which may be made at any time at Borrower's or Lender's sole discretion), the party that received Confidential Information, will, at its expense, promptly destroy or return the disclosing party's Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control. The party that received Confidential Information agrees to provide written certification to the party disclosing the Confidential Information of compliance with this subsection within ten days after the receipt of disclosing party's written request for such certification.

14.3 PUBLICATION

Without limiting Section 14.1 (Confidentiality), Borrower, Lender, and Yuzit will not publish, or cause to be published, any other party's Confidential Information, except as may be necessary for completion of a Rental Agreement.

15. WARRANTY DISCLAIMER

YOU AGREE NOT TO RELY ON THE SITE, THE SERVICE, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. YUZIT MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SERVICE, OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT OR THE OTHER TERMS OF SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YUZIT DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW FOR ALL OF THE FOREGOING LIMITATIONS ON WARRANTIES, SO TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SECTION 19 (TERM AND TERMINATION) STATES USER'S SOLE AND EXCLUSIVE REMEDY AGAINST YUZIT WITH RESPECT TO ANY DEFECTS, NON-CONFORMANCES, OR DISSATISFACTION.

16. LIMITATION OF LIABILITY

Yuzit is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Site, the Service or the Terms of Service, including, but not limited to:

- your use of or your inability to use the Site or Service;
- delays or disruptions in the Site or Service;
- viruses or other malicious software obtained by accessing, or linking to, the Site or Service;
- glitches, bugs, errors, or inaccuracies of any kind in the Site or Service;

- damage to your hardware device from the use of the Site or Service;
- the content, actions, or inactions of third parties' use of the Site or Service;
- a suspension or other action taken with respect to your Account;
- your reliance on the quality, accuracy, or reliability of Listings, Profiles, ratings, recommendations, and feedback (including their content, order, and display), or metrics found on, used on, or made available through the Site; and
- your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to the Terms of Service.

ADDITIONALLY, IN NO EVENT WILL YUZIT, OUR AFFILIATES, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES. THE LIABILITY OF YUZIT, OUR AFFILIATES, OUR LICENSORS, AND OUR THIRD-PARTY SERVICE PROVIDERS TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE WILL NOT EXCEED THE LESSER OF: (A) \$2,500; OR (B) ANY FEES RETAINED BY YUZIT WITH RESPECT TO RENTAL AGREEMENTS ON WHICH USER WAS INVOLVED AS BORROWER OR LENDER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, SO TO THAT EXTENT, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

17. RELEASE

In addition to the recognition that Yuzit is not a party to any contract between Users, you hereby release Yuzit, our Affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, and employees from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User, whether it be at law or in equity. This release includes, for example and without limitation, any disputes regarding the performance, functions, and quality of the Items provided to Borrower by a Lender and requests for refunds based upon disputes.

TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: "A GENERAL

RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

This release will not apply to a claim that Yuzit failed to meet our obligations under the Terms of Service.

18. INDEMNIFICATION

You will indemnify, defend, and hold harmless Yuzit, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an “**Indemnified Party**”) from any and all claims, damages, liabilities, costs, losses, and expenses (including, but not limited to, reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party relating to: (a) use of the Site and the Service by you or your agents, including any payment obligations incurred through use of the Service; (b) any Rental Agreement entered into by you or your agents; (c) failure to comply with the Terms of Service by you or your agents; (d) failure to comply with applicable law by you or your agents; (e) negligence, willful misconduct, or fraud by you or your agents; and (f) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by you or your agents.

19. AGREEMENT TERM AND TERMINATION

(a) The Terms of Service as amended from time to time, will become effective on the later of the Effective Date or your first visit to the Site and will remain in effect for the duration of your use of the Site or Service. Unless both you and Yuzit expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other, which will result in the termination of the other Terms of Service as well, except as otherwise provided herein. You may provide written notice to support@Yuzit.org. In the event you properly terminate this Agreement, your right to use the Site is automatically revoked, and your Account will be closed; however, (a) if you have any open Rental Agreements when you terminate this Agreement, you will continue to be bound by this Agreement and the other Terms of Service until all such Rental Agreements have closed on the Site; (b) Yuzit will continue to perform those Services necessary to complete any open Rental Agreement or related transaction between you and another User; and (c) you will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the completion of any open Rental Agreements, whichever is later, to Yuzit for any Service and to any Lenders for any Rental Price. Without limiting any other provisions of the Terms of Service, the termination of this Agreement for any reason will not release you, any User with whom you have entered into a Rental Agreement, or Yuzit from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination. Those portions of the Terms of Service necessary to implement the foregoing survive termination of this Agreement for any reason.

(b) Without limiting Yuzit's other rights or remedies, we may temporarily suspend, indefinitely suspend, or permanently revoke your access to the Site and refuse to provide any or all Service to you if: (i) you breach the letter or spirit of any terms and conditions of this Agreement or other parts of the Terms of Service; (ii) we suspect or become aware that you have provided false or misleading information to us; or (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or Yuzit or our Affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit activity. If your Account is suspended or closed, you may not use the Site under the same Account or a different Account or reregister under a new Account without Yuzit's prior written consent. If you attempt to use the Site under a different Account, we reserve the right to reclaim available funds in that Account and/or use an available charge or debit card or other Payment Method you have provided to pay for any amounts owed by you to the extent permitted by applicable law.

(c) Without limiting Yuzit's other rights or remedies, if you engage in actions or activities that circumvent the Site or otherwise reduce fees owed Yuzit or our Affiliates under the Terms of Service, you must pay Yuzit, and you authorize Yuzit or its Affiliate to charge you for all fees owed to Yuzit and our Affiliates and reimburse Yuzit for all losses and costs (including any and all time of Yuzit's employees) and reasonable expenses (including accountant and attorneys' fees) related to investigating such breach and collecting such fees. In addition, violations of the Terms of Service may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions.

(d) If your Account is closed for any reason, you will no longer have access to data, messages, files, and other material you keep on the Site. If practicable or required by law, Yuzit will retain this information along with all your previous Listings and Rental Agreements for a period of up to five years from the date of closure. However, you understand that any closure of your Account may involve deletion of any content stored in your Account for which Yuzit will have no liability whatsoever.

19.1 ENFORCEMENT OF AGREEMENT

Yuzit has the right, but not the obligation, to suspend or revoke your access to the Site and Service if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement or the Terms of Service or violated our rights or those of another party. Without limiting Yuzit's other rights or remedies, we may suspend or close your Account, use self-help in connection with our rights to reclaim funds, and refuse to provide any further access to the Site or the Services to you if (a) you breach any terms and conditions of this Agreement or other Terms of Service; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause legal liability for you, other Users, or Yuzit.

19.2 CONSEQUENCES OF AGREEMENT TERMINATION

(c) Termination of this Agreement and/or closing of your Account will not relieve Borrower of the requirement to pay for Items rented pursuant to any Rental Agreements executed before termination of this Agreement, which fees and

expenses, together with any applicable taxes, Borrower hereby authorizes Yuzit to charge to its credit or debit card pursuant to Section 6 (Payment Terms). Subject to the applicable Dispute Resolution Procedures, Yuzit will pay Lender, in accordance with the provisions of Section 6 (Payment Terms) the Rental Price for any Rental Agreements executed before termination of this Agreement.

(b) Except as otherwise required by applicable law, we will notify you if we close your Account, unless we believe, in our sole judgment, that giving notice may cause damage. You acknowledge and agree that the value, reputation, and goodwill of the Site depend on transparency of User's Account status to all Users, including both yourself and other Users who have entered into Rental Agreements with you. You therefore agree as follows: **IF YUZIT DECIDES TO SUSPEND OR CLOSE YOUR ACCOUNT, YUZIT HAS THE RIGHT BUT NOT THE OBLIGATION TO: (A) NOTIFY OTHER USERS THAT HAVE ENTERED INTO RENTAL AGREEMENTS WITH YOU TO INFORM THEM OF YOUR SUSPENDED OR CLOSED ACCOUNT STATUS, AND (B) PROVIDE THOSE USERS WITH A SUMMARY OF THE REASONS FOR YOUR ACCOUNT SUSPENSION OR CLOSURE.**

19.3 SURVIVAL

After this Agreement terminates, the terms of this Agreement and the other Terms of Service that expressly or by their nature contemplate performance after the Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions protecting Confidential Information, requiring arbitration, permitting audits, protecting intellectual property, requiring non-circumvention, indemnification, payment of fees, reimbursement and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates.

20. CANCELLATIONS, REFUNDS, AND DISPUTES

20.1 DISPUTE PROCESS AND SCOPE

(a) For disputes arising between Borrowers and Lenders, you agree to abide by the dispute process set forth in Section 6.10 of these Terms of Service.

(b) If a dispute arises between you and Yuzit or our Affiliates, our goal is to resolve the dispute quickly and cost-effectively. Accordingly, you, Yuzit, and our Affiliates agree to resolve any claim, dispute, or controversy that arises out of or relates to this Agreement, the other Terms of Service, your relationship with Yuzit (including any claimed employment with Yuzit or one of its Affiliates or successors), the termination of your relationship with Yuzit, or the Service (each, a "Claim") in accordance with this Section. For the avoidance of doubt, Claims include, but are not limited to, all claims, disputes, or controversies arising out of or relating to the Terms of Service, any Rental Agreement, any payments or monies you claim are due to you from Yuzit or its Affiliates or successors, trade secrets, unfair competition, false advertising, consumer protection, privacy, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks

and rest periods, termination, discrimination or harassment and claims arising under the Uniform Trade Secrets Act as enacted in any state, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, state statutes or regulations addressing the same or similar subject matters, and all other federal or state legal claims arising out of or relating to your relationship with Yuzit or the termination of that relationship. Only with respect to the Arbitration Provision, Claims do not include disputes that may not be subject to a pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) and are excluded from the coverage of the Arbitration Provision.

You agree that any Claim must be resolved as described in the subsections below titled “Informal Dispute Resolution” and “Mandatory Binding Arbitration and Class Action/Jury Trial Waiver.”

20.2 CHOICE OF LAW

This Agreement, the other Terms of Service, and any Claim will be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

20.3 INFORMAL DISPUTE RESOLUTION

Before serving a demand for arbitration of a Claim, you agree to first notify Yuzit of the Claim at 848 N. Rainbow Blvd., #1230, Las Vegas, NV. 89107 or by email to support@Yuzit.org, and Yuzit agrees to provide to you a notice at your email address on file (in each case, a “Notice”) and seek informal resolution of the Claim. Any Notice from you must include your name, pertinent Account information, a brief description of the Claim, and your contact information, so that we may evaluate the Claim and attempt to informally resolve the Claim. Any Notice from Yuzit must include pertinent account information, a brief description of the Claim, and Yuzit’s contact information, so that you may evaluate the Claim and attempt to informally resolve the Claim. Both you and Yuzit will have 60 days from the date of the receipt of the Notice to informally resolve the other party’s Claim, which, if successful, will avoid the need for further action.

20.4 MANDATORY BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER (DOES NOT APPLY TO USERS LOCATED OUTSIDE THE UNITED STATES AND ITS TERRITORIES)

This Mandatory Binding Arbitration and Class Action/Jury Trial Waiver provision (“Arbitration Provision”) applies to all Users except Users located outside of the United States and its territories.

In the unlikely event the parties are unable to resolve a Claim within 60 days of the receipt of the applicable Notice, you, Yuzit, and our Affiliates agree to resolve the Claim by binding arbitration before an arbitrator from JAMS. JAMS may be contacted at www.jamsadr.com.

A. SCOPE OF ARBITRATION AGREEMENT AND CONDUCT OF ARBITRATION

Arbitration as provided in this Mandatory Binding Arbitration and Class Action/Jury Trial Waiver provision (“**Arbitration Provision**”) is governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). This Arbitration Provision applies to any Claim the parties may have and survives after your relationship with Yuzit ends. This Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. If for any reason JAMS will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator.

Except as otherwise provided herein, arbitration will be conducted in Clark County, Nevada in accordance with the JAMS Comprehensive Arbitration Rules and Procedures under the Optional Expedited Arbitration Procedures then in effect for JAMS. Notwithstanding the foregoing, any Claims by Lenders that allege employment or worker classification claims will be conducted within 25 miles of where the Lender is located in accordance with the JAMS Employment Arbitration Rules and Procedures then in effect. The JAMS arbitration rules may be found at www.jamsadr.com or by searching online for “JAMS Comprehensive Arbitration Rules and Procedures” or “JAMS Employment Arbitration Rules.” The parties agree that any party will have the right to appear at the arbitration by telephone and/or video rather than in person.

You and Yuzit will follow the applicable JAMS rules with respect to arbitration fees. In any arbitration under the JAMS Employment Arbitration Rules and Procedures, the Lender will pay JAMS arbitration fees only to the extent those fees are no greater than the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted. The arbitrator must follow applicable law and may award only those remedies that would have applied had the matter been heard in court. Judgment may be entered on the arbitrator’s decision in any court having jurisdiction.

This Arbitration Provision does not apply to litigation between the Company and you to which you are a party that is or was already pending in a state or federal court pursuant to Section 7 of these Terms of Service. This Arbitration Provision also does not apply to claims for workers compensation, state disability insurance or unemployment insurance benefits. Either you or Yuzit may apply to a court of competent jurisdiction for provisional injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such relief; the arbitrator will render the final judgment in the matter.

Regardless of any other terms of this Arbitration Provision, a claim may be brought by or to, and remedies awarded by, an administrative agency if applicable law permits the agency to adjudicate, investigate or prosecute the claim notwithstanding the existence of this agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the U.S. Equal Employment Opportunity Commission, the U.S. Department of Labor, or the National Labor Relations Board. Nothing in this Arbitration Provision will be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration, if any.

B. INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION

This Arbitration Provision is the full and complete agreement relating to the formal resolution of Claims. For the avoidance of doubt, this Arbitration Provision covers, and the arbitrator shall have exclusive jurisdiction to decide, all disputes arising out of or relating to the interpretation, enforcement, or application of this Arbitration Provision, including the enforceability, revocability, scope, or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an arbitrator and not by a court. The parties expressly agree that the arbitrator and not a court will decide any question of whether the parties agreed to arbitrate, including but not limited to any claim that all or part of this Agreement or any other part of the Terms of Service is void or voidable.

In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. If any portion of the Class Action Waiver in subsection C, below, of this Arbitration Provision is deemed to be unenforceable, you and Yuzit agree that this Arbitration Provision will be enforced to the fullest extent permitted by law.

C. CLASS ACTION AND JURY TRIAL WAIVER

This arbitration provision affects your ability to participate in class, collective or representative actions. Both you and Yuzit agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or representative basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, representative or private attorney general action, or as a member in any such class, collective, representative or private attorney general proceeding ("Class Action Waiver"). The Class Action Waiver does not prevent you from bringing a Claim in arbitration as a private attorney general solely on your own behalf and not on behalf of others. Notwithstanding any other portion of this Arbitration Provision or the JAMS Rules, the arbitrator will have authority to hear any Claim on a class, collective, or representative basis if, only if, and only to the extent that, the arbitrator determines that the waiver of such class, collective, or representative Claim is unenforceable. You and Yuzit agree that you

will not be retaliated against, disciplined or threatened with discipline as a result of exercising any rights under Section 7 of the National Labor Relations Act by filing or participating in a class, collective or representative action in any forum. However, Yuzit may lawfully seek enforcement of this arbitration provision and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims.

D. RIGHT TO OPT OUT OF ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER.

You may opt out of the foregoing arbitration and class action/jury trial waiver provision of this Agreement by notifying Yuzit in writing within 30 days of the date you first registered for the Site. To opt out, you must send a written notification to Yuzit at 848 N. Rainbow Blvd., #1230, Las Vegas, NV. 89107 that includes (a) your account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a clear statement indicating that you do not wish to resolve claims through arbitration and demonstrating compliance with the 30-day time limit to opt out of the above arbitration and class action/jury trial waiver provisions. Alternatively or in addition, you may send this written notification to 1.

21. GENERAL

21.1 ENTIRE AGREEMENT

This Agreement, together with the other Terms of Service, sets forth the entire agreement and understanding between you and Yuzit relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The section headings in the Terms of Service are included for ease of reference only and have no binding effect. Even though Yuzit drafted the Terms of Service, you represent that you had ample time to review and decide whether to agree to the Terms of Service. If an ambiguity or question of intent or interpretation of the Terms of Service arises, no presumption or burden of proof will arise favoring or disfavoring you or Yuzit because of the authorship of any provision of the Terms of Service.

21.2 SIDE AGREEMENTS

Notwithstanding subsection 21.1 (Entire Agreement), Borrowers and Lenders may enter into any supplemental or other written agreements that they deem appropriate. The terms and conditions of the Terms of Service, however, will govern and supersede any term or condition in a side agreement that purports to expand Yuzit's obligations or restrict Yuzit's rights under the Terms of Service.

21.3 COMPLIANCE

User will not violate any applicable foreign, federal, state, or local laws or third-party rights on or related to the Site. Without limiting the generality of the foregoing, User agrees to comply with all applicable laws and regulations, including, but not limited to, import and export control laws and third parties' Intellectual Property Rights.

21.4 MODIFICATIONS

No modification or amendment to the Terms of Service will be binding upon Yuzit unless in a written instrument signed by a duly authorized representative of Yuzit. For the purposes of this subsection, a written instrument will expressly exclude electronic communications, such as email and electronic notices, but will include facsimiles. This Section 21.4 (Modifications) does not apply to amendments to the Terms of Service posted by Yuzit to the Site from time to time.

21.5 NO WAIVER

The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of such party.

21.6 ASSIGNABILITY

User may not assign the Terms of Service, or any of its rights or obligations hereunder, without Yuzit's prior written consent in the form of a written instrument signed by a duly authorized representative of Yuzit (and, for the purposes of this subsection, a written instrument will expressly exclude electronic communications such as email and electronic notices, but will include facsimiles). Yuzit may freely assign this Agreement or the other Terms of Service without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service will inure to the benefit of the successors and permitted assigns of the parties.

21.7 SEVERABILITY

If and to the extent any provision of this Agreement or the other Terms of Service is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

21.8 FORCE MAJEURE

The parties to this Agreement will not be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party will be extended by the period of such delay. Irrespective of any extension of time, if an event of Force Majeure occurs and its effect continues for a period of 60 days, either the party may give to the other a 30-day notice of termination. If, at the end of the 30 day period, the effect of the Force Majeure continues, the Agreement and the other Terms of Service will terminate, except as provided in Section 19.3.

21.9 COMMUNICATIONS DECENCY ACT.

We are not liable for any defamatory Content posted on the Site by any third party. Although we may choose to edit or delete any clearly defamatory Content, we are not required to do so, and we reserve all defenses for such speech made available to us by Section 230 of the Communications Decency Act, applicable statutes, the common law, and the First Amendment to the Constitution of the United States of America. If you are considering attempting to circumvent these defenses by filing suit against us in another country for Content that a third party has posted to the Site, we recommend that you review the Securing the Protection of our Enduring and Established Constitutional Heritage (SPEECH) Act as passed by the United States Congress, which makes foreign libel judgments unenforceable in U.S. courts, unless those judgments comply with the First Amendment to the Constitution of the United States of America.

21.10 PREVAILING LANGUAGE AND LOCATION

The English language version of the Terms of Service will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any. The Site is controlled and operated from our facilities in the United States. Yuzit makes no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable foreign, United States, state, and local laws and regulations, including, but not limited to, export and import regulations, including the Export Administration Regulations maintained by the United States Department of Commerce and the sanctions programs maintained by the Department of the Treasury Office of Foreign Assets Control. You must not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end user without obtaining any and all required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving U.S. origin products, including services or software. You may not use or access the Site if you are: (a) a resident of a geographic area embargoed by the United States; (b) subject to United States economic sanctions that prohibit your use or access to the Site; or (c) a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Site are solely directed to individuals, companies, or other entities located in the United States.

22. CONTACTING US

If you have questions or need assistance, please contact us at support@Yuzit.org.