

# Terms of Service

**Last updated December 20, 2018**

## **Agreement between User and ASCY Design**

Fleet command RMS, Campster Club, and Fleet Capture, (hereafter referred to as “FCRMS and its services”, “we”, “us”, “site”, “ASCY Design” or “our”) is owned and operated by ASCY Design Corp. This agreement describes the terms and condition applicable to the services available on or through the website, mobile site, and mobile and tablet applications (collectively referred to as the “Site”), and details your responsibilities, thereby limiting the liability of ASCY Design, and its third-party Rental Service Operators. These Rental Service Operators include, without limitation, rental car, motorhome, outdoor vehicles and other Rental Service Operators or application services utilized through this Site (such third parties collectively referred to as the “Rental Service Providers”). This site is intended for personal and commercial use.

Please read these terms of use carefully as they contain important information regarding your legal rights, remedies, and obligation. Please note, if you do not agree to all of the following terms of service you may not use or access the services or products in any manner. By accessing any area of this Site, users or rental service providers (“users” or “you”) agree to be legally bound without limitation, qualification, or change to abide by these Terms and Conditions, which will constitute our agreement (“Agreement”). You should also read our [Privacy Policy](#), which governs your use of this site and is referenced in this agreement. If you do not agree with any part of this agreement, you must discontinue use of this Site. ASCY Design, and all of its operated names, reserves the right, in its sole discretion, to amend, modify, or alter this agreement at any time by posting the amended terms on this Site. We recommend that you review the terms of services periodically. The amended terms shall be effective from and after the date that they are posted on the Site. Additional terms may apply when you book services or participate in promotions available on the site.

You acknowledge and agree that, by accessing or using the service or by downloading, or posting any content from or on the sites, or by participating in the referral program, you are indicating that you have read and understand and agree to be bound by these terms, whether or not you have registered with us. If you do not agree to these terms, then you have no right to access or use the services or participate in any programs offered through the sites.

If you elect not to accept the new terms of services, then ASCY Design may, in its sole discretion, immediately terminate your access and discontinue providing the services.

## **Our Services**

ASCY Design, operating as Fleet command RMS, Campster Club, and Fleet Capture, (hereafter referred to as “FCRMS and its services”, “we”, “us”, or “our”) provides an online platform that connects Rental Service Providers through its Sites to users seeking to rent. The services ASCY Design provides through its sites is limited to a platform for Rental service providers to create listings and renters to make reservations. All users of our sites understand and agree ASCY Design and its sites and services is not a party to any agreements entered into between Rental Services Providers and Renters, nor is ASCY Design a broker, agent, or insurer. ASCY design has no control over the conduct of Rental Service Providers, renters, and other users of the site, application, services, and vehicles, including but limited to, cars, motorhome, and outdoor vehicles.

## **Key Terms**

**“Content”** means text, graphics, images, music, software, audio, video, information and any other content or materials.

**“Site Content”** means all content that ASCY Design makes available through the Site, application, or services. Including any content licensed from a third party, but excluding member Content.

**“Collective Content”** means third party, rental service providers, and renter content

**“Renter”** means a user of the sites listed in the terms.

**“Rental Service Operator”** means a third party rental company that has created a listing or utilizes ASCY Designs Sites to list their units.

**“Tax”** or **“Taxes”** means any sales tax, goods or services taxes, and over similar municipal state and federal indirect or other withholdings and personal or corporate income tax.

**“Processing Fee”** means a charge to the user or renter for utilizing the sites to reserve a listing that is paid to ASCY Design directly.

**“Rental Charges”** means charges to the user or renter for reserving a listing that is paid directly to rental service operators.

**“Reservations”** or **“Bookings”** means a confirmed booking made through the sites.

Certain areas of the Site (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms, the latter terms and conditions will take precedence with respect to your use of or access to that are of the service.

### **Acceptable Use of ASCY Design Sites and Services**

You must be at least 18 years of age to be eligible to purchase, cancel or modify any services available through ASCY Design. Accessing materials on this Site by certain persons in certain countries may not be lawful.

ASCY Design grants you a limited, personal, nontransferable, non-sub licensable, revocable license to access and use this Site only as expressly permitted in this Agreement. You may only use this Site to make legitimate reservations, purchases or requests to purchase the products or services offered (each, a "Request"). By using a credit card to secure a travel Request through this Site, you represent and warrant that you have the authority to use that credit card for the Request. You agree to provide correct and true information in connection with your use of this Site. It is a violation of law to place a Request in a false name or with an invalid method of payment. ASCY Design reserves the right to cancel any reservation or any other transaction that it reasonably believes to have been fraudulently made, including by unauthorized use of a credit or debit card.

Your use of and access to the Site does not grant you any license or right to use any of the Content on the Site. Any rights or licenses not expressly granted herein are reserved. It is expressly prohibited for you to use, transmit, copy, reproduce, download, print, modify, display, "frame", "mirror", publish, create derivative works from, transfer or sell the Content or any part of the Site without authorization from ASCY Design. You may copy, print, and/or download your travel, transportation and lodging reservations and itineraries from the Site for personal use.

Without limiting the above, and whether or not you have a commercial purpose, you agree not to:

1. Use this Site to make any speculative, false or fraudulent Requests or any Requests in anticipation of demand;
2. Access, monitor, copy, or reproduce any Content of this Site using any robot, spider, scraper or other automated means or manual process for any purpose without express written permission of ASCY Design.com;
3. Violate the restrictions in any robot exclusion headers on this Site or bypass or circumvent other measures employed to prevent or limit access to this Site;
4. Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;

5. Deep-link to any portion of this Site for any purpose, including without limitation, the purchase path for travel services;
6. Submit, post, transmit, upload or deliver any unlawful content, information or comments to or through this Site;
7. Submit, post, transmit, deliver, upload or provide links to, any content containing material that could be considered harmful, harassing, obscene, pornographic, indecent, violent, abusive, profane, insulting, threatening, tortuous, defamatory, false, hateful or otherwise objectionable;
8. Submit, post, transmit, upload or deliver any content, information or comments to this Site that infringe or violate the intellectual property of others including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, and/or rights to privacy or publicity;
9. Submit, post, transmit, upload or deliver any content or information that you do not have a right to make available under law or contractual or fiduciary relationships;
10. Manipulate identifiers, including by forging headers, in order to disguise the origin of any content or information that you post, transmit or deliver;
11. Use this Site in any manner which could damage, disable, overburden, impair or otherwise interfere with the use of this Site or other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment;
12. Attempt to gain unauthorized access to this Site, any related website, Content, accounts, computer system, or networks connected to this Site, through hacking, password mining, or any other means; or
13. Obtain or attempt to obtain any Content through any means not intentionally made available through this Site, including harvesting or otherwise collecting information about others such as email addresses.

## **Users Rights and Responsibilities**

### **Account, Security, Privacy Policy**

In order to access features or the services provided by the sites, and to reserve or a book a listing. You must register to create a account on the site and become a member.

You can also register to join by logging into your account with certain third-party social networking sites via our services. By granting ASCY Design and its sites access to any third party account, you understand we will, make available and store any content you have provided so that it is made available through the services, site, third party, and service rental operators. If the associated service becomes unavailable, access to ASCY Design services may be terminated and it is up to the user to accept any and all risk that will arise from using a third party credentials and services.

It is your responsibility to maintain the completeness and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. You agree to notify ASCY Design immediately of any unauthorized use of your account. ASCY Design is not liable for any loss that you may incur as a result of someone else using your account, either with or without your knowledge.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDER ASSOCIATED WITH YOUR ACCOUNT IS SOLELY BY YOUR AGREEMENT (S) WITH SUCH THIRD PARTY SERVICES PROVIDER. YOU AGREE THAT ASCY DESIGN WILL NOT BE HELD RESPONSIBLE FOR ANY ISSUES THAT MAY ARISE FROM THE THIRD PARTY ASSOCIATION.

### **Privacy Policy**

Your Privacy is very important to us. Please read our Privacy Policy, which governs your use of this site and the risk associated with it. By using this Site, you agree that the terms of this policy are reasonable and satisfactory to you. You consent to the use of your personal information by ASCY Design and/or its Rental Service Operators in accordance with the terms of this Privacy Policy and the terms of our Rental Service Operator privacy policies. ASCY Design will not be responsible for any damages resulting from a lapse in compliance with the Privacy Policy.

### **Third Parties**

If you use this Site to submit Requests for or on behalf of a third-party ("Third-party"), such as a family member or a traveling companion, you are responsible for any error in the accuracy of information provided in connection with such use (for example, the billing address and phone number of the credit card holder). In addition, you must inform the Third-party of all Terms and Conditions applicable. Each User using this Site for or on behalf of a Third-party agrees to indemnify and hold each Covered Party harmless from and against any and all liabilities, losses, damages, suits and claims (including the costs of defense), relating to the Third-party's or the User's failure to fulfill any of its obligations as described above. You are directly responsible for any Request submitted including for total charges and performance obligations.

### **No Agency Relationship**

ASCY Design, its services and sites, does not agree to act as your agent or fiduciary in providing services through the sites.

### **Modification/Termination of Usage**

ASCY Design solely reserves the right to modify, suspend, or terminate this Site and/or any portion thereof, including any service or product available through the Site, and/or your profile, account password, or use of the Site, at any time for any

reason with or without notice to you. In the event of termination, you will still be bound by your obligations under this Agreement and any additional terms, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, ASCY Design shall not be liable to you or any third-party for any termination of your access to this Site.

### **Links to Other Websites and Services**

To the extent this Site contains links to outside services and resources, or to the extent that third party websites link to this Site, any concerns regarding such services or resources should be directed to the particular outside service or resource provider. The presence of a link to a third-party site does not constitute or imply ASCY Design's endorsement or recommendation of the third-party, or of its content, products or services. If you choose to access any third-party site, you do so at your own risk.

### **User Comments, Feedback, and Other Submissions**

1. Certain portions of the Site may permit you to submit, post, transmit or upload content created by you, such as photographs, information, text, images, graphics, video, comments, suggestions, ideas (including product and advertising ideas), posts to blogs, social media networks (including ASCY Design branded Facebook, Twitter, Instagram or similar channel) and discussion forums, and/or communications with other Site users ("User Submissions"). User Submissions also include content you post on your own social media pages that you give ASCY Design permission to use; or example, by your posting of a hashtag that ASCY Design is promoting or by any other indication of your acceptance of this Agreement.
2. User Submissions must comply with the entirety of this Agreement. In addition, you agree that you will not submit any User Submission that: (a) includes material that is copyrighted, protected by trade secret, or otherwise subject to any other proprietary rights (including, without limitation, trademark rights or privacy and publicity rights) unless you are the owner of such rights or have express permission from the owner to post such material; (b) includes any material that, infringes upon, misappropriates, or violates the rights of any person or entity, or violates any applicable laws; (c) is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, indecent, violent, abusive, profane, false, hateful, racially or ethnically offensive, encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise inappropriate; (d) contains advertisements or solicitations of any funds,

goods, or services; (e) is a communication by a user impersonating another user; (f) contains personal information, such as messages which identify an individual's names, telephone numbers, social security numbers, account numbers, and/or addresses; or (g) could be considered bulk unsolicited communications.

3. By submitting, transmitting, posting, uploading, modifying or otherwise providing any User Submission to ASCY Design via the Site, social media, or otherwise, whether solicited or unsolicited, you agree that you are granting ASCY Design a royalty-free, fully paid, non-exclusive, irrevocable, perpetual, unrestricted, worldwide, sub-licensable, transferable license to use, copy, reproduce, broadcast, publish, print, transmit, perform, display, create derivative works from, translate, adapt, modify, distribute, exhibit, disseminate and otherwise exploit (collectively, "Use") such User Submission for any purpose, including, without limitation, for advertising, marketing and promotional purposes, in any media, now or hereafter known, even if this Agreement is later modified or terminated.
4. No credit, approval or compensation is due to you for any such Use of any User Submission you may submit. Subject to the terms of its Privacy Policy, ASCY Design shall also have the right, but not the obligation, to Use your username, real name, image, likeness, caption, location information, and/or other identifying information in connection with the Use of User Submissions.
5. You represent and warrant that the Use of the User Submission by ASCY Design will not infringe upon, misappropriate or violate the intellectual property, privacy, publicity, statutory, contractual, personal or other rights of any person or entity, or violate any applicable law. You agree to obtain all necessary rights for the Use by ASCY Design of User Submission, including without limitation, written releases of all rights of privacy and publicity from all individuals included in any way in a User Submission.
6. ASCY Design reserves the right to monitor, review, alter, edit, refuse to post, or remove any User Submission. You agree that ASCY Design does not have any obligation to use or respond to any User Submission. ASCY Design has no control over whether User Submissions are of a nature that you might find offensive, distasteful or otherwise unacceptable and, accordingly, ASCY Design expressly disclaims any and all responsibility for User Submissions.
7. ASCY Design will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting User Submissions that violate these Terms and Conditions or any law or regulation. We may also disclose such information if it has a good faith belief that such disclosure is reasonably necessary to protect the rights,

property, or personal safety of ASCY Design it's customers, the Covered Parties, or the public.

8. By submitting a User Submission, you acknowledge that ASCY Design or its agents for sending commercial marketing and communication emails to you may use any personal data supplied by you. ASCY Design may also share any such personal data with third parties for the purpose of commercial marketing and communications. You hereby consent to such use. You have the right to access, modify and request the destruction of your personal data at any time by sending a request to ASCY Design; and you have the right to opt out from receiving such marketing and communication at any time by sending a message to ASCY Design.
9. You agree to defend and indemnify ASCY Design and any Covered Parties that are involved in creating, sponsoring, promoting, or otherwise making available the Site and its Content from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties, or other costs or expenses of any kind or nature (including, but not limited to reasonable legal and accounting fees) that result from any User Submission that you made or any Use of a User Submission by ASCY Design.

## **Rental Services**

### **General**

ASCY Design, its sites, and services, endeavors to publish and maintain accurate prices and information for its services. Rental Service Operators provide us with the price, availability and other information related to these services. In the event that a service is listed or provided to us at an incorrect price or with incorrect information due to typographical error or other error in pricing or service information received from a Rental Service Operators, we retain the right to refuse or cancel any Requests placed for such service, whether or not the order has been confirmed and/or your credit card charged. If your credit card has already been charged for the booking and your Request is canceled because of incorrect information, we are not liable to refund the processing fee charged by ASCY Design for utilizing the services. Credit card charges for the reservation in regards but not limited to the rental charges are the sole responsibility of the Rental Service Operators and ASCY Design does not have access or act as a broker for such transaction. It is up to the renter to contact the Rental Service Operators to obtain a refund.

### **Rental Service Operators**

You agree to abide by the terms or conditions of purchase imposed by any Rental Service Operator, whether that Rental Service Operator is selected by you or by ASCY Design, including, but not limited to, payment of all amounts when due and compliance with the Rental Service Operator's rules and restrictions regarding



availability and use of fares, products, or services. You understand that any violation of any such Rental Service Operator's conditions of purchase may result in cancellation of your reservation(s) or purchase(s), in your being denied access to any vehicles, equipment's, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase(s), and in ASCY Design debiting your account for any costs ASCY Design incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this Site.

You agree that we will not be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind, which arises out of or is in any way connected with the performance or non-performance of any Rental Service Operator. In the event of non performance resulting from bankruptcy, reorganization, insolvency, dissolution or liquidation of a Rental Service Operator, you agree that your sole recourse shall be toward such Rental Service Operator and not toward us.

At ASCY Design, we have no special knowledge regarding the suitability for disabled persons of any reservation. For information concerning the suitability for disabled persons for any reservation, contact the Rental Service Operator directly.

### **Currency and Exchange Rates**

Currency selection can be made dependent on the user and should only be used as a reference. ASCY Design shall not be held liable for any inaccuracy with the currency and exchange rate displayed as it is provided by a third party and should only be used for as a GUIDE. Renters acknowledged that the only acceptable form of payment shall be made in US Dollar only. ASCY Design does not handle the charges the renter is responsible for with the exception of the processing fee, which will be only accepted in US Dollar. It up to the renter to confirm with the payment method applied and any applicable charges incurred while utilizing it to transact.

Renter also acknowledges and agrees to confirm with the Rental Service Operator the currency that is acceptable before reserving a listing.

### **Trip Protection**

ASCY Design will not be held liable for any type of services, insurance, or any offerings included during checkout, as the Rental Service Operator is solely responsible for providing the information listed. ASCY Design does not sell, provide, or offer any trip protection for any of its listing or through the use of our services and sites.

### **Courtesy Translation**

All content on ASCY Design, its services and sites are written in English (US). To the extent any translated version of these terms conflict, the English version controls. Use of the translation services should be done so at your own risk.

### **International Travel**

ASCY Design does not endorse, verify, or validate the accuracy or acceptability of requirements to rent or operate a vehicle in the listing. It is the sole responsibility of the renter and the Rental Service Operator to reach an agreement. Any loss of revenue, cancellation, or fees/debit incurred through any error in listing or requirements between renter and Rental Service Operator is the sole responsibility of the respective parties. Any user or Rental Service Operator acknowledges and agrees that ASCY Design will not be held liable for any issues that may arise from utilizing the services or site.

### **Miscellaneous & Registrations**

In the event that any provisions of this Agreement is determined to be unenforceable or invalid, such provisions shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

### **Rental Service Operator Policy**

By utilizing our sites and service, you agree that you are responsible for your own communications, Internet connectivity, Internet fees and mobile data fees and for any consequences thereof. You agree that you will use the Software in compliance with all applicable local, state, national, and international laws, rules and regulations, including any privacy laws and laws relating to the export of data from your country of business.

- You agree that you will not use the Software to upload or distribute any content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations or is unlawful, defamatory, abusive, fraudulent, contains viruses, or is objectionable as may be reasonably determined by ASCY Design.
- You agree on the accuracy of all information created, listed, or otherwise displayed utilizing the services and sites. You understand multiple reports of inaccurate listing or failure to provide adequate information or sustained activity of the application will result in the suspension or termination of access.
- You agree that you will not authorize or encourage any third party to use the Software to upload or distribute any content that infringes upon another

party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations or is unlawful, defamatory, abusive, fraudulent, contains viruses, or is objectionable as may be reasonably determined by ASCY Design.

- ASCY Design will not be liable for any direct, indirect, incidental, special, consequential or punitive damages of any kind resulting from the use of or the inability to use ASCY Designs sites or services, resulting from any goods or services purchased or obtained or messages received or transactions entered into through ASCY Design's services, resulting from loss of, unauthorized access to or alteration of a user's transmissions or data or for the cost of procurement of substitute goods and services, including but not limited to damages for loss of profits, use, data or other intangibles, even if ASCY Design had been advised of the possibility of such damages
- You agree that will keep safe your online username and password and will not disclose it to others. All Rental Service Operators utilizing ASCYD Design's sites and services agree and acknowledges all terms, policies, and guidelines outlines in this agreement. Failure to due so will result in immediate suspension or cancellation of the account. All Demo or Sandbox test users will abide by this agreement in its entirety.
- You acknowledge and agree that all sites and services will be used in the full accordance of this agreement and that ASCY Design reserves the right to terminate the services or site for any reason at any time.
- You will ensure all accuracy of content listed through the services or sites offered by ASCY Design. You will not hold ASCY Design liable for any inaccuracy, availability, or error in result of using the services or site. Failure to agree or uphold all terms of this agreement for all users of the sites and services will result in immediate suspension and closure of the account.
- You agree to comply with all privacy and cookies policy outlined by ASCY Design and enforces them per governmental regulations. Failure to do so will result in immediate suspension or closure of your account.

### **Processing Fee Policy**

ASCY Design Corp, through its sites and services, charge a service fee that will be included in all bookings. It will be displayed on your invoice and reservation detail. Service Fees are non refundable and non transferable. ASCY Design Corp, reserves the right, to modify the processing fee with a 30-day notice to all users of the site. In the case of charge backs or errors in processing payment, ASCY Design, as its sole discretion may impose an additional fee for the processing of payment.

By using our service to make a reservation with a Rental Service Operator, you accept and agree to the relevant cancellation policy of that Rental Service Operator. In all cases, the cancellation policy of each reservation is made available on the rental agreement and by contacting the rental service operator directly. ASCY Design deems the following chargeback scenarios as improper and retains the right to investigate and rebut any such chargeback claims and to recover costs of such chargeback claims from You, the User.

- Chargebacks resulting from non-cancellable reservations in the event that ASCY Design or the Rental Service Operator cannot provide a refund, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to You, the User's, credit card.
- Chargebacks arising from the Rental Service Operator's failure to deliver a product or service in a manner that's consistent with the Rental Service Operator's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of ASCY Design or its subsidiaries.

### **No Liability for Underlying Transactions**

If you enter into a transaction with a Renter/User or Rental Service Operator and have a dispute over the goods or services you purchased, we have no liability for the goods or services underlying the transaction or how the rental service operator used your funds. All payments are final unless otherwise required by law.

### **Other Policies**

You agree that you will comply with all written ASCY Design rules, agreements, and policy that are made available through the sites and services and which are incorporated herein by reference. These include Third party assessed policies and agreements that enforced by but not limited to, Rental Service Operators, without limitation as listed below. It is the user or renters responsibility to agree to the policies and agreements provided by the third party or Rental Service Operators.

**Rental Charges Policy, Cancellation Policy, Rental Agreement Policy , Insurance Policy, Towing Policy , Eligibility Policy , Tax and Fees Policy**

### **Limits of Liability**

We work hard to provide the best services and site we can and to specify clear guidelines for everyone who uses them. Our sites and services, however, are provided "as is," and

We make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. To the extent

permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content).

We cannot predict when issues might arise with our Site and Services. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the ASCY Design Sites and services, even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the ASCY Design sites and services will not exceed the greater of \$100 or the amount you have paid us in the past 3 months.

**To the extent permitted by law, in no event shall ASCY Design, including its respective officers, directors, employees, representatives, parents, subsidiaries, affiliates, distributors, suppliers, licensors, agents or others involved in creating, sponsoring, promoting, or otherwise making available the Site and its contents (collectively the "Covered Parties"), be liable to any person or entity for any direct, indirect, incidental, special, exemplary, compensatory, consequential, or punitive damages or any damages whatsoever, including but not limited to: (i) loss of goodwill, profits, business interruption, data or other intangible losses; (ii) your inability to use, unauthorized use of, performance or non-performance of the Site; (iii) unauthorized access to or tampering with your personal information or transmissions; (iv) the provision or failure to provide any service; (v) errors or inaccuracies contained on the site or any information, software, products, services, and related graphics obtained through the Site; (vi) any transactions entered into through this Site; (vii) any property damage including damage to your computer or computer system caused by viruses or other harmful components, during or on account of access to or use of this Site or any Site to which it provides hyperlinks; or (viii) damages otherwise arising out of the use of the Site, any delay or inability to use the Site, or any information, products, or services obtained through the Site. The limitations of liability shall apply regardless of the form of action, whether based on contract, tort, negligence, strict liability or otherwise, even if a Covered Party has been advised of the possibility of damages.**

The travel service providers are independent contractors and not agents or employees of the Covered Parties. To the extent permitted by law, the Covered Parties do not assume liability or for any injury, damage, death, loss, accident or delay due to an act or omission of a Travel Service Provider and do not accept responsibility for any damage and/or delay due to sickness, pilferage, labor

disputes, bankruptcy, machinery breakdown, quarantine, government restraints, weather, terrorism or causes beyond the Covered Parties' control.

### **Proprietary Rights Notices**

All trademarks, services marks, logos, trade names and any other proprietary designations of ASCY Design, its sites or services, are trademarks or registered trademarks of ASCY Design. Any other trademarks, service marks, logos, trade names, and other proprietary designation are the trademarks or registered trademarks of their respective parties.

### **Links**

The Sites and services may contain links to third-party websites or resources. You acknowledge and agree that ASCY Design is not responsible or liable for: 1. The availability or accuracy of such websites or resources 2.the content, products, or services on or available from such websites or resources. Links to such website or resources does not imply any endorsement from ASCY Design. You acknowledge sole responsibility for and assume all risk arising from your use of all-content direct and indirectly made available through ASCY Design sites and services.

### **Disclaimer**

If you choose to use the services, you do so at your sole risk. You acknowledge and agree that ASCY Design does not have a obligation to conduct verification on the listings, Rental service Operators, renters or users of the site and services. All services and Content are provided "AS-IS" without warranty of any kind, either express or implied. Without limiting the foregoing, ASCY Design explicitly disclaims any warranties of the sites and services, including, but not limited to the availability of the service, accuracy of listing, and any payment issues.

You (Users and Rental Service Operators) are solely responsible for all of your communications and interactions with our users of the service and sites. You understand that ASCY Design does not make any attempt to verify the statements of users and Rental Service Operators. ASCY Design makes no representations of warranties as to the conduct of users of the site.

### **Indemnification**

You agree to defend and indemnify ASCY Design and the Covered Parties from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought (i) by you or on behalf of you in excess of the liability described above; or (ii) by third parties as a result of:

- a. Your breach of this Agreement
- b. Your violation of any law or the rights of a third party; or
- c. Your use of this Site in violation of this Agreement.

## **Mandatory Arbitration**

**Please read this provision carefully.** It requires that any and all claims must be resolved by binding arbitration or in small claims court, and it prevents you from pursuing a class action or similar proceeding in any forum. These limitations apply to any claims against ASCY Design, its subsidiaries or affiliates, any travel service providers or companies offering products or services through the Site.

In arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. The arbitrator's decision will generally be final and binding, with no right of appeal. Arbitration procedures are simpler and more limited than court procedures.

- a. By using this Site, you, any Third-party, and ASCY Design agree that any Claim, including claims regarding the applicability or validity of this arbitration provision, shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to the then applicable Rules and Procedures established by AAA ("Rules and Procedures"), except that, pursuant to subsection (e) below, under no circumstances may any claim be brought or arbitrated as a class action or be joined with another person's claim, or proceed on a basis involving claims brought on a purported representative capacity (either on behalf of the general public or other users or persons).
- b. **You and any Third-party further agree that no proceeding against ASCY Design, its affiliates, or any travel service providers or companies offering products or services through the Site (under this provision or otherwise) may proceed as a class action, be joined with another person's claim, or proceed on a basis involving claims brought in a purported representative capacity (either on behalf of the general public or other users or persons).** Any and all proceedings to resolve claims will be conducted only on an individual basis. In addition, no arbitration proceeding under this provision shall be consolidated or joined in any way with any other arbitration proceeding without the express written consent of all parties.
- c. **If you or any Third-party do not choose to accept this binding arbitration provision, you or such third-party must notify ASCY Design in writing by certified mail within thirty (30) days of your purchase or before you begin to use the services purchased on this Site, whichever date is sooner.** Such notice shall be sent to the notice address defined in subsection (b), above. If you so notify us by that time that you do not accept

the binding arbitration provision, you and any such third-party may not continue to purchase services or products on this Site unless and until ASCY Design notifies you or such third-party otherwise. ASCY Design shall have the right to prohibit your and such Third-party's future purchase of services or products on this Site.

For any questions or concerns, please email us at:

Subject: TERMS of Service

Email: [Support@fleetcommandrms.com](mailto:Support@fleetcommandrms.com)