

Terms of Use

Welcome! Please read these Terms of Use (the “Agreement”) carefully, as they contain the legal terms and conditions that govern your use and access of the site, <https://www.lisit.io>, including its directories, subdirectories, apps, and mobile platforms (“Lisit” or the “Services”). This Agreement governs your use of Lisit and constitutes a legally binding agreement between each user (“you,” “your,” “User”) and Lisit. (or “we,” “us,” or “our”). If you have any questions about this Agreement please contact us at contact@lisit.io. If you do not agree to the terms of this Agreement, do not access Lisit.

Overview

We know this Agreement can be long and confusing, so we will do our best to keep things as clear and concise as possible. This section is a summary of the highlights of this Agreement. Know that when you accept this Agreement, you are accepting all the terms and conditions and not just this section.

- Simply by using Lisit, including browsing the website, you are agreeing to our Terms, so please read carefully. We may change the terms of this Agreement from time to time, and those changes are up to us. If you continue to use Lisit after our changes, that means you agree to our new terms.
- Remember that we merely facilitate connections between Owners and Renters (each defined below) and are not a party to those agreements between Owners and Renters, except that we may serve as a limited agent to collect the payment of Rentals on Owners’ behalf and report damaged or stolen Gear. When you use Lisit to rent Gear, you are entering a binding legal agreement with the Renter or Owner to pay for the rental or provide the requested Gear, as applicable.
- We make no warranty about the quality of the Gear and will not be held liable for any cost, loss, or damage that arises from any transaction (to the extent permitted by law).
- Please remember to always exercise good judgment when communicating with other users either on or off Lisit.
- Both you and Lisit. have the right to stop the use of our Services, or to delete your account at any time, but certain provisions of this Agreement will still apply. For example, any disputes you may have with us based on your use of Lisit, even after your account is deleted, will be governed by this Agreement.

Acceptance of this Agreement

By accessing Lisit in any manner, including browsing the website or taking part in a Rental, you acknowledge that you have read, understood, and agree to the terms listed herein (the “Agreement”), the accompanying Privacy Policy (“Privacy Policy”), which is accessible at <https://www.lisit.io/privacy-policy>, and the Rental Terms, accessible at <https://www.lisit.io/rental-contract>.

Please note that we reserve the right to revise and amend this Agreement at any time at our sole discretion. Any changes to this Agreement will be posted on our website at <https://www.lisit.io/terms-of-use> and will become effective immediately upon posting. It is your responsibility to check updates to this Agreement periodically. If you do not agree to any modifications to this Agreement, you should cease using Lisit. Your continued use of Lisit after any amendment or modification to the Agreement constitutes your agreement to the amended or modified Agreement.

Definitions

Before we get going, please note that for purposes of this Agreement, the following terms shall be defined as follows:

“Gear” shall mean a piece of equipment available by an Owner to Renters for rent through Lisit as described in any Rental Listing, including accompanying accessories and, if specifically indicated, any consumables included therewith. As context requires, Gear may also refer generally to all Gear or space available on Lisit.

“Member Feedback” shall mean user feedback on Lisit about a Rental Transaction or a party to a Rental and the mechanism through which that feedback is delivered.

“Owner” shall mean a party with Gear for rent on or via Lisit.

“Public Discussion” shall mean the forum elements of Lisit that allow Users to comment on Rental Listings or blog posts to ask for more details.

“Rental Contract” shall mean an agreement between an Owner and a Renter for a Rental specifying the Rental Period and the Rental Payment. The Rental Contract includes: (i) the Rental Terms, which can be found at <https://www.lisit.io/rental-contract>, (ii) any variation of the Rental Terms as we may provide from time to time; and (iii) any additional terms agreed upon between the applicable Owner and Renter of Gear to facilitate a Rental through Lisit.

“Rental Listing” shall mean information published by an Owner on Lisit in connection with a specified piece of Gear.

“Rental Payment” shall mean a payment made from a Renter to an Owner for Gear rented subject to a Rental.

“Rental” shall mean a rental of Gear between an Owner and a Renter granting Renter the right to use such Gear for a fixed amount of time in exchange for the Rental Payment.

“Rental Period” shall mean the fixed period of time during which there is a Rental between an Owner and a Renter pursuant to a Rental Contract.

“Renter” shall mean a party who rents Gear, pursuant to a Rental Contract, through Lisit.

Our Marketplace

Lisit is an online marketplace designed to connect Renters and Owners. Because all Rentals are directly between Renters and Owners, we cannot and do not have control over the quality, timing, safety, legality, integrity, actions, or omissions of any Owner or Renter. We also do not have control over:

- The truthfulness or accuracy of the Rental Listings;
- The ability of Owners to rent the Gear listed; or
- The ability of Renters to rent or pay for the rental of any Gear.

When using our Services, know that there is no guarantee that the parties will comply with any terms of the applicable Rental Contract.

Lisit is not liable for a User's deceptive or fraudulent acts, voluntary parting of the Gear, theft of Gear, or any other loss caused by a User's deceptive or fraudulent acts through Lisit. Lisit may, in its sole discretion, choose to work with law enforcement and any insurance companies involved, and cooperate with any investigation and produce information about the incident and the parties involved.

Eligibility

You must be at least 18 years old to use our Services. If you are under 18 years old and would like to use Lisit, you can, but only if a parent or legal guardian who is at least 18 years old supervises you. In all cases, the adult would be the user and is responsible for any and all activity.

We operate in the United States of America, and we provide Lisit for use only by Users located in the United States. Furthermore, Lisit is hosted in the United States. As such, we make no representation that Lisit is appropriate or available for use outside the United States. Users who access Lisit or any part thereof from outside United State do so at their own risk and are responsible for compliance with applicable local laws. For the avoidance of doubt, Users accessing Lisit from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from U.S. laws, are advised that through their continued use of Lisit, which is governed by U.S. law, consent to transferring their personal information to the United States.

By using Lisit, you represent and warrant that you meet all eligibility requirements we outline in these Terms. We may still refuse to let certain people access or use the Services. We may also change our eligibility criteria in our sole discretion.

Subject to your compliance with these Terms, we grant you a limited, non-transferable license to use our Services only for your own personal use and not for the use of any third party (unless you are a parent or legal guardian using the Services for your minor child). If you are signing up

for our Services on behalf of your employer, then you represent and warrant that you have the authority to bind your employer to this Agreement.

Your Account With Lisit

You don't need to create an account on Lisit in order to browse for Gear. However, you'll need to create an account with Lisit in order to enter into any Rental Contract. To create an account, you will need to provide us with your first and last name, email address, a password and other information. Here are a few common sense rules and acknowledgements that we ask you comply with and understand when you create an account:

Be honest with us. Provide accurate information about yourself. It's not OK to use false information or to impersonate another person or company through your account.

You're responsible for your account. You're solely responsible for any activity on your account. If you're sharing an account with other people (e.g., if you're renting Gear as a collective), then the person whose billing information is on the account will ultimately be responsible for all activity. If you're registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business. Your accounts are not transferable. You are solely responsible for any activity on your account, so it's important to keep your account password secure.

Be clear about our relationship. Except as explicitly stated in this Agreement, creating an account with Lisit or using our Service does not create an agency, partnership, joint venture, employment, or franchisee relationship with us. No confidential, fiduciary, contractually implied, or other relationship is created with us other than pursuant to these Terms.

Passwords. You're responsible for safeguarding the password that you use to access Lisit and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) with your account. We cannot, and will not, be liable for any loss or damage arising from your failure to comply with the above.

Please contact contact@Lisit.com to answer any questions you have about registering an account with Lisit.

Rentals

Upon receipt of a Rental confirmation from Lisit, a legally binding agreement is formed between the Owner and Renter, subject to any additional terms and conditions detailed in the Rental Listing, as well as the terms and conditions of the [Rental Terms](#).

If you are an Owner, you understand and agree that we do not act as an insurer or as your contracting agent. By entering into a Rental as an Owner, any agreement you enter into with such Renter is between you and the Renter, and Lisit. is not a party to it. Notwithstanding the

foregoing, you hereby appoint Lisit. as your limited agent for the purpose of collecting the Rental Payments from Renters, and you understand that our obligation to pay you is subject to and conditional upon successful receipt of the associated payments from Renters. In accepting appointment as the limited collection agent of the Owner, we assume no liability for any acts or omissions of the Owner.

Please note that, even though we have certain protections in place to maximize coverage for lost or damaged Gear, short-term insurance and damage coverage facilitated by Lisit typically will NOT cover a Renter's fraud or failure to return rented Gear (called "voluntary parting" in the biz). By using our Services as an Owner, you acknowledge that there is always a possibility of complete loss that may not be covered by damage coverage or short-term rental insurance. We strongly encourage Owners to separately purchase an insurance policy that covers theft and voluntarily parting for the Gear they post on Lisit.

Fees and Billing

Service Fees. For each rental, we charge a service fee ("Service Fee") as follows: (a) 15% of the Gear's advertised Rental price as listed on a Rental Listing (the "Listed Rental Price") from Owners, and (b) 10% of the Listed Rental Price from Renters. The Service Fee helps cover payment processing, member vetting, hosting, and other services to run Lisit smoothly.

Here are some things to keep in mind about fees and payment:

Stripe. To enter into a Rental, you'll be required to register with Stripe, our payment processor, and to go through a vetting process to set up an account. You will then be required to provide your credit card or bank account details to Stripe and will be obligated to agree to Stripe's terms of use. We do not have control over Stripe and disclaims all liability with respect to it. We do not store or maintain any User's payment information. Any issues with payments may need to be resolved with the payment processors directly. By enabling Stripe for use with Lisit, you grant us permission to access your data and take any other actions as required for the interoperation of Stripe with Lisit, and any exchange of data or other interaction between you and Stripe is solely between you and Stripe.

Responsibility for Paying Fees. Our Service Fee and any third-party processing fees will be deducted from the Listed Rental Price. Renters will be responsible for paying the Rental Payment for the applicable Rental, which includes the Listed Rental Price, any extra payments related to the Rental, such as delivery, maintenance, or other assistance as linked to the particular Gear listed, and any other applicable fees (as determined in our sole discretion). Once an Owner has accepted a particular Rental, the Renter will be charged and hereby authorizes Stripe to process the Rental Payment. Owner acknowledges and agrees that we will remit the Rental Payment to Owner within 1-3 days from the date the Rental Period for the applicable Rental begins.

Taxes. You will be liable for any taxes (including VAT, if applicable) required to be paid on a Rental (other than taxes on the Company's income). Except as set forth in this Agreement, Owners will be solely liable for any taxes resulting from any Rental or use of Lisit (including

VAT, if applicable) and will be solely responsible to determine what taxes, if any, he or she must pay. Owners will be solely liable for any income taxes required to be paid on a Rental (other than taxes on the Company's income).

- If you are an Owner with a physical business location that primarily sells or rent equipment (a "Rental House"), then you are solely responsible for the payment and/or submission of such sales taxes to the appropriate state tax authority. We are in no way responsible for sales tax payments and you shall indemnify us for all costs associated with any claim or alleged claim by any state tax authority for such payments.
- If you are an Owner who is not a Rental House, we will collect any taxes resulting from any Rentals on your behalf and pay the applicable government authorities. We are not liable for any false or incorrect information you provide resulting in an error in tax distributions.

Our Rights. We reserve the right to change the foregoing fees and agree to notify users of any changes in such fees prior to charging you. We also reserve the right, in our sole discretion (but not the obligation), to: (i) place on hold any Rental Payment for an indefinite period, or (ii) refund or provide credits to a Renter or Owner, or arrange for Stripe to do so, from the funds paid by a Renter or received by an Owner if we determine, in our sole discretion, that any impropriety has occurred in a Rental.

Damage Coverage and Rental Insurance

Disclaimer: Please note that Lisit is not an insurance provider, broker, or agent. Lisit is not licensed in any state or country to be an insurance provider, broker, or agent and at this time we don't offer damage coverage or rental insurance.

Lisit does not require you to have your own personal insurance coverage in order to book gear on our platform. We get it: Accidents happen. We've listed a few awesome insurance companies below.

Insurance Recommendations:

- **Lemonade**, renters and home insurance for urban dwellers. <https://www.lemonade.com/>
- **Jetty**, renters insurance for your place & everything in it. <https://www.jetty.com/renters-insurance/>
- **Liberty Mutual**, Protect your stuff for less than you owe the pizza guy. <https://www.libertymutual.com/renters-insurance>
- **Insure My Equipment** is an online portal for production equipment insurance. Instantly and securely purchase policies to cover rented equipment, owned equipment, liability and musical instruments. <https://www.insuremyequipment.com/Home/Insure-My-Rentals/>

Note: Renters are solely liable for any harm or damage caused to an Owner or third party – including property damage to or theft of Gear – arising out of or in connection with your acts, omissions, or negligence in handling or other use of Gear rented via Lisit outside of normal wear

and tear resulting from normal use of the Gear. Hence, owners can charge renters for parts, repairs or full replacement of the gear within the Lisit app. However, you must send Lisit quality photos, receipts or estimates of the damage to contact@lisit.io.

Rental Security Deposits

User shall be required to provide a credit or signature debit card before using any gear and agrees that such credit or signature debit card will be charged any Fees or other amounts owed hereunder including, without limitation, any amounts for damage to, or replacement of gear. A security deposit hold of any amount specified by the owner for the gear could be placed on User's Credit Card for each gear rented. The amount of the security deposit could remain on User credit card account for an amount of time to be determined by User bank's policies regarding holds. User represents and warrants that User is authorized to use the credit or signature debit card or credit or signature debit card number provided to Lisit and hereby authorizes Lisit to charge such credit or signature debit card any amounts owed hereunder. If User disputes any charge to his or her credit or signature debit card, User must contact Lisit within ten (10) days after receipt by User of User's statement containing the disputed charge.

If you as a renter agree to pay the owner in connection with a Damage Claim, or (ii) Lisit determines that you are responsible for damaging gear pursuant to the Lisit Terms, you authorize Lisit Payments to charge the Payment Method used to make the booking in order to collect any Security Deposit associated with the gear, as well as any amount of the Damage Claim exceeding any Security Deposit. If the Listing does not have a Security Deposit, Lisit Payments may charge the Payment Method used to make the booking for the amount of the Damage Claim. If we are unable to collect from your Payment Method used to make the booking, you agree that Lisit Payments may charge any other Payment Method on file (and not otherwise unauthorized) in your Lisit Account at the time of the Damage Claim.

Lisit Payments also reserves the right to otherwise collect payment from you and pursue any remedies available to Lisit Payments in situations in which you are responsible for a Damage Claim pursuant to the Lisit Terms, including, but not limited to, in relation to any payment requests made by owners under the Lisit terms.

Fees, costs and/or expenses associated with a Damage Claim, including any Security Deposit, as set out in the Lisit Terms. If Lisit Payments is unable to collect from your Payment Method used to make the reservation, you agree that Lisit Payments may charge any other Payment Method on file in your Lisit Account at the time of the Damage Claim (unless you have previously removed the authorization to charge such Payment Method(s)). Lisit Payments also reserves the right to otherwise collect payment from you and pursue any remedies available to Lisit Payments in this regard in situations in which you are responsible for a Damage Claim pursuant to the Lisit Terms, including, but not limited to, in relation to any payment requests made by Owners under the Lisit Terms.

How does Lisit handle security deposits?

If a host requires a security deposit, the guest doesn't pay the deposit when they make the reservation. Instead, the guest will be charged if a host makes a claim on their security deposit.

How it works

All security deposits are paid through Lisit. A host can request some or all of the security deposit within 2 days of when the renter returns the gear.

Security deposits are collected automatically on behalf of the owner if the owner included a security deposit for their gear. A owner uses the Lisit app to submit claim (go to confirmation, more options, Submit Claim) then email resolution@lisit.io to send documentation of the damages (like photos or receipts). If the damage exceeds the original security deposit, then include the total requested amount in the email. Owners and renters can work out the details on their own, or they can choose to involve Lisit.

Note: All payments, including security deposits, should always be made through Lisit. Don't ever exchange money with a owner or renter outside of the Lisit website.

Communication Between Owners and Renters

Lisit is community-oriented service that allows for communication and sharing of information between Owners and Renters to facilitate Rentals. In order to build and maintain an amazing community on Lisit:

Don't Undermine Lisit or go off-platform. You agree not to enter into a Rental or otherwise conduct any Rentals outside of Lisit with an Owner or Renter initially discovered through Lisit. If your Rental is not paid through Lisit, you will be solely liable for such Rental. Going off-platform also will limit our ability to grow and build our community. We reserve the right to block you and/or remove you from Lisit if we find that you have taken a transaction off Lisit.

Owners must complete Rentals on Lisit. If you are contacted by a Renter on Lisit to rent your Gear, you must conduct all written communications through the Lisit messaging service. If you choose to accept the Rental, you must accept payment and complete the Rental on Lisit. Any Renter who initially contacted you on Lisit must thereafter rent from you on Lisit. If you rent to a Renter who you initially met through Lisit but you accept payment off of the Lisit platform, the terms of this Agreement will not apply to such transaction, and you will be completely unprotected and liable for any damage to or theft of your equipment. If you do not complete the transaction on Lisit, you will be damaging our community's trust and we reserve the right to remove you and bar you from our Services.

Renters must complete Rentals on Lisit. If you find equipment to rent on Lisit you must conduct all written communications through the Lisit messaging service and if you and the owner choose to go through with the rental you must make payments and complete the rental on Lisit. When you initially contact an Owner for the first time on Lisit, and decide to rent from that

Owner again, you must thereafter rent from that Owner through Lisit. If you rent from an Owner who you initially met through Lisit but you make payments off of the Lisit platform, the terms of this Agreement will not apply to such transaction, and you will be liable for any damage to or theft of the equipment. If you do not complete the transaction on Lisit, you will be damaging our community's trust and we reserve the right to remove you and bar you from our Services.

Be Careful. When interacting with other Users, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons that you don't know. Each User should undertake his or her own research to be satisfied that a specific User is suitable to enter into a Rental. Owners should always ask to check a Renter's government-issued identification card or passport in order to ensure that Owners are meeting with the right Renter.

Content

Like many online services, Lisit allows users to post, transmit, or store text or other materials, such as Rental Listings, Public Discussion, Member Feedback, and third-party links (collectively, "Content").

Permission to Use Your Content. You retain all ownership rights in any Content that you post to Lisit. However, by submitting any Content, you hereby grant us a universal, irrevocable, perpetual, non-exclusive, transferable, royalty-free license to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Content, in full or in part, in connection with Lisit, subject to the terms of our Privacy Policy. Note that this means that we may use any published listings for commercial means and may sell or exchange information (except personal information pursuant to our Privacy Policy) with third parties.

Responsibility for Your Content. You should only provide Content that you have the right to share and are comfortable sharing with others. Don't upload, post, or otherwise transmit any Content to or through Lisit that infringes, misappropriates, or otherwise violates any copyright, trademark, or other intellectual property right, right of privacy, right of publicity, or any other right of any entity or person, or that is unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane, or that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or Lisit rule or policy. If you do so, we reserve the right to remove any and all of your Content from Lisit.

Approval of Content. We do not verify or pre-approve any posted Content, and User opinions are not our opinions. We do not warrant, and will not be responsible for, the accuracy, completeness or usefulness of Content posted on or through Lisit.

Your Use of Our Service

Lisit is provided for your personal use only. You are responsible for all of your activity in connection with Lisit and for any use of your Lisit account. We grant you a limited, non-exclusive, non-transferable, and revocable license to use Lisit, subject to your good behavior and your adherence to the terms of this Agreement. If you use the Service, we ask that you abide by basic common sense ground rules – specifically:

Don't Use Our Service to Break the Law. You agree that you will not violate any laws or regulations when using Lisit. This includes any local, provincial, state, federal, national, and international laws or regulations that may apply to you. For example, it's your responsibility to obtain any permits or licenses that your Gear requires; you may not rent or offer for rental anything that violates any laws; and don't commit fraud, theft, or any other crimes against Lisit, another Lisit user, or a third party.

Respect the Rights of Others. Don't engage in any harassing, intimidating, or predatory behavior, or stalk any other User or contact a User for any purposes other than to ask a question related to a Rental Contract or a Rental. Don't upload any Content that violates the rights of any third parties, including but not limited to copyright, trademark, statutory, and other proprietary rights.

Pay Your Bills. You are responsible for paying all fees that you owe to Lisit. You are also solely responsible for collecting and paying any applicable taxes (i.e. value added taxes) for any purchases or sales you make through our Service.

Don't Steal from Us. You agree not to “crawl,” “scrape,” “spider,” decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code, data, or underlying ideas or algorithms of any part of Lisit, except to the limited extent applicable laws specifically prohibit such restriction.

Don't Steal from Each Other. Lisit is, at its core, a community of people that is largely built on trust. Please be good to each other. If you are a Renter, you agree that you will not willfully fail to return any equipment you rent from any Owner on Lisit.

Don't Try to Harm Our Systems. Don't Try to Harm Our Systems. You agree not to distribute any virus, worm, Trojan horse, or other harmful computer code through the Service.

Respect Our Intellectual Property. The name “Lisit” and any graphic elements, design elements, presentations, phrases, designs, logos, layout, and source code of Lisit are owned by us and are protected by copyright, trademark, and other laws.

Respect Our Service. Do not take any action that: imposes or may impose an unreasonable or disproportionately large burden or load on Lisit's infrastructure; interferes or attempts to interfere with the proper working of Lisit or any activities conducted using Lisit; circumvents any security-related features of Lisit; builds, or authorizes another party to build, a competitive product to Lisit; recruits or otherwise solicits any user of Lisit to join third-party services or websites that are competitive to Lisit; or bypasses any measures we may use to prevent or restrict access to Lisit.

Provide Us with Feedback. Your feedback can help us improve your experience and our Service. Any unsolicited ideas or other materials you submit to Lisit (not including your Content or items you offer for Rental through our Service) are considered non-confidential and nonproprietary to you. You grant us a nonexclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation, credit, or acknowledgement.

Takedown Policy and DMCA Complaints

If a User has uploaded any User Content to Lisit that infringes an intellectual property right, feel free to send us a request to take down the content at contact@Lisit.com. Any such complaints or requests should include your name, mailing address, telephone number, email address, and physical or electronic signature, as well as the following information:

A) If you send us a request to take down content that infringes upon your copyright, your request should include:

- A description of the content that you believe infringes upon your copyright;
- The name of the copyrighted work that you believe is being infringed;
- The website URL that contains or is associated with the infringing content;
- A short explanation of how the content infringes your rights;
- A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or under the law; and
- A statement that the information included in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright.

Please note that we have designated the following agent for such copyright complaints or requests under the Digital Millennium Copyright Act (“DMCA”): Kristina Budelis.

Copyright complaints and requests can be sent directly to this agent at contact@Lisit.com. To learn more about the policies and requirements of the DMCA, please visit <http://www.copyright.gov/legislation/dmca.pdf>.

B) If you send us a request to take down content that infringes upon any other intellectual property rights of your’s (e.g., trademarks, patents, trade secrets, a right of publicity, etc.), your complaint or request should include:

- The intellectual property you own that is being infringed;
- A description of the content you believe infringes upon your intellectual property;
- The website URL that contains or is associated with the infringing content; and
- A short explanation of how the content infringes your rights.

If someone has created an account in which he or she pretends to be you, and you send us a request to take down that account, please be sure that you have included the email address of the fake account.

Once we receive a complaint, we will make best efforts to review the complaint as soon as possible. If you have provided all of the information above, we will promptly remove or block access to the content or the fake profile and will send a notice to the other Lisit user indicating that we have done so. We will terminate the accounts of any repeat infringers at our discretion.

If you receive a notice that we have removed infringing or false content, and you believe that we have acted as a result of misidentification or error, you can lodge a Counter Notice by emailing us at contact@Lisit.com. Any Counter Notice should include:

- Your name, address, telephone number, and email address;
- An identification of the material that we have taken down;
- A statement under penalty of perjury that you have a good faith belief that the material was removed as a result of mistake or misidentification;
- A statement that you consent to the jurisdiction of the U.S. District Court for the federal district in which you reside, and that you will accept service of process from the complaining party or its agent in the event that a lawsuit is filed against you relating to such content; and
- Your physical or electronic signature.

If we receive such a Counter Notice, we will put the removed content back on your profile, unless we first receive notice from the complaining party that it has filed a lawsuit or other action seeking a court order to keep you from engaging in the allegedly infringing activity.

Right to Terminate Your Account or Block Access to the Site

We may terminate your account or otherwise prevent you from using Lisit at our discretion, with or without cause, at any time and without notice, and without any liability to you for doing so. We further reserve the right to block access to Lisit to anyone for any reason at any time.

If we terminate your account, you must immediately stop using Lisit and you agree not to attempt to regain access to Lisit without our express permission. Such termination will result in the suspension or deletion of your account and access to your account. In the event of termination of your account, the provisions of this Agreement shall remain in effect, and Lisit reserves the right to retain any data, information, or Content you have provided to Lisit or posted on Lisit.

If you wish to terminate your account with Lisit, please contact us at contact@lisit.io. In the event of termination of your account, the provisions of this Agreement shall remain in effect.

Third-Party Services and Content

We haven't built Lisit entirely from scratch. In order to operate the Service, we utilize various third-party services and websites including, but not limited to, Stripe and Facebook, as well as any other services listed in our Privacy Policy ("Third-Party Services"). We have no control over these Third-Party Services, and in no event shall we be held responsible or liable for the

accuracy, reliability, or currentness of any third-party's content or policies. Users who access or use a Third-Party Service through Lisit are solely responsible for complying with the terms and policies of those third parties.

In no event shall a description or reference to a third-party's product or service (including, but not limited to, providing a description or reference via hyperlink) be construed as an endorsement of such third-party product or service by us. We retain the exclusive right to add to, modify, or cancel the availability of any Third-Party Service through Lisit.

Warranties & Limitation of Liability (or The Things You Can't Sue Us For)

Disputes Between Renters and Owners. Except as explicitly stated here or as otherwise explicitly agreed in writing, we're not a party to any Rental Contract between Renters and Owners. We serve only as a limited agent and facilitator by offering a digital communications platform through which Users can execute Rentals. You understand that we do not create, manufacture, store, or inspect any of the Gear rented through our Service. We cannot and do not make any warranties about Gear's quality, safety, or even their legality. Any legal claim related to Gear you rent must be brought directly against the Owner of the Gear. If you find yourself in a dispute with another user of the Services or a third party, we encourage you to contact the other party and try to resolve the dispute amicably. You hereby release Lisit from any claims, demands, and damages arising out of disputes with other Users or third parties.

Warranties.

YOU UNDERSTAND AND AGREE THAT WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO LISIT, GEAR RENTED THROUGH LISIT, OR ANY OTHER SOFTWARE REFERENCED IN THIS AGREEMENT, ALL OF WHICH ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY, COMPLETENESS, SECURITY, COMPATIBILITY, RELIABILITY, OR OTHERWISE, WITH RESPECT TO ALL SUCH SOFTWARE.

OUR OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, COUNSEL, EMPLOYEES, CONSULTANTS, AND OTHER PERSONNEL AUTHORIZED TO ACT, ACTING, OR PURPORTING TO ACT ON OUR BEHALF (THE "LISIT PARTIES") DO NOT WARRANT THAT LISIT WILL BE ERROR-FREE OR THAT DEFECTS WITH LISIT WILL BE CORRECTED. MOREOVER, YOU EXPRESSLY AGREE THAT YOUR USE OF LISIT AND ANY THIRD-PARTY SOFTWARE ON LISIT IS AT YOUR OWN RISK.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF LISIT, INCLUDING, BUT NOT LIMITED TO, ANY OWNERS OR RENTERS. YOU UNDERSTAND THAT WE DO NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF LISIT. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF LISIT OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF LISIT. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF LISIT AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF OUR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY OWNERS OR RENTERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY US.

BECAUSE WE ARE NOT INVOLVED IN THE ACTUAL CONTACT BETWEEN USERS OR IN THE CONSUMMATION OF RENTALS, IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE US (AND OUR OFFICERS, DIRECTORS, AGENTS, INVESTORS, SUBSIDIARIES, AND EMPLOYEES) FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES (ACTUAL OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. WE EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN USERS.

WE EXPLICITLY DISCLAIM ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY OWNER, RENTER, OR OTHER THIRD PARTY.

SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

Limitation of Liability.

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF LISIT, ITS RENTAL LISTINGS, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF THE SERVICES, WHETHER IN PERSON OR ONLINE, REMAINS WITH YOU. THE LISIT PARTIES WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY RENTAL CONTRACT, FROM THE USE OF OR INABILITY TO USE THE SERVICES, FROM ANY COMMUNICATIONS,

INTERACTIONS, OR MEETINGS WITH OTHER USERS OF LISIT, OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF LISIT OR FROM ITS RENTAL LISTINGS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT AND YOUR USE OF LISIT, INCLUDING, BUT NOT LIMITED TO, FROM ITS RENTAL LISTINGS OR FROM THE USE OF OR INABILITY TO USE LISIT OR IN CONNECTION WITH ANY INTERACTIONS WITH ANY OTHER USERS OF LISIT, EXCEED THE LOWER OF: (1) AMOUNTS YOU HAVE PAID OR OWE FOR YOUR RENTALS IN THE ONE (1) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY; OR (2) \$200. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

Indemnification (or What Happens If You Get Us Sued)

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Lisit Parties from and against any and all claims, damages, obligations, losses, liabilities, costs, debt, and expenses (including, but not limited to, attorneys' fees) arising from or relating to: (i) your use of and access to Lisit; (ii) your violation of any term of this Agreement; (iii) any infringement or misappropriation of a third party's intellectual property rights; (iv) your violation of any law, rule, or regulation, or the rights of any third party; or (v) any Rental or breach of its Rental Contract, including, but not limited to, any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind.

Choice of Law

This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the State of New York, and the federal laws of the United States, without regard to conflict of laws principles. You waive any objection based on lack of personal jurisdiction, place of residence, improper venue, or forum non conveniens in any such action.

Arbitration and Waiver of Class Action

Agreement to Arbitrate. While we do not get involved in any legal dispute between Renters and Owners (as set forth above), we understand that it is possible that you may have a legal claim directly against us. While we hope that's not the case, in the event that you do have a dispute with us, you agree to arbitrate any dispute with us arising from this Agreement or your use of Lisit on an individual basis. That means you cannot sue us in court or have a trial by jury.

Format for Arbitration. In the case of a dispute, you agree that: (i) any in-person arbitration will occur in New York, New York; and (ii) the arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of American Arbitration Association for arbitration of consumer-related disputes, in the English language, and with limited discovery.

Hearings may be conducted in person, by telephone, or over the internet, and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings.

Furthermore, any disputes, claims, or controversy arising out of or relating to this Agreement, or breach thereof, may (in our sole discretion) be settled by arbitration administered by FairClaims (www.fairclaims.com) (or any other arbitration services that we deem appropriate) in accordance with its Arbitration Rules & Procedures effective at the time a claim is made, and you consent to electronic service of process.

Other than class procedures and remedies discussed below, the arbitrator will have the authority to grant any remedy that would otherwise be available to a court or other tribunal. **THE PREVAILING PARTY IN ANY ACTION OR PROCEEDING TO ENFORCE THESE TERMS SHALL ALSO BE ENTITLED TO COSTS AND ATTORNEYS' FEES AND THE ARBITRAL DECISION MAY BE ENFORCED IN ANY COURT.**

Waiver of Class Action. **WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AGREE THAT YOU WILL NOT COMMENCE A CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE ACTION OR PROCEEDING.**

Forum

If for any reason a claim proceeds in court rather than in arbitration, the parties agree that the claim will be brought exclusively in a federal court located in New York, New York. The parties expressly consent to this exclusive jurisdiction and waive any and all objections based on inconvenience of venue or jurisdiction. However, the parties may seek injunctive or other equitable relief to protect its intellectual property rights and any claims regarding infringement or misappropriation of its intellectual property rights in any court of competent jurisdiction.

Time Limitation on Claims

You agree that any claim you may have arising out of or related to your relationship with us must be filed within one (1) year after such claim arose, where, for purposes of this section, the time that the injury or harm occurred – not when it was discovered thereafter – is where it arose; otherwise, your claim is permanently barred.

Your Relationship with Us

Except as otherwise set forth hereunder, nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a partnership, franchise, agency, joint venture, or formal business entity of any kind or create a fiduciary or similar relationship with us.

Modification

We reserve the right at any time to modify or discontinue Lisit (or any part thereof), temporarily or permanently, with or without notice.

Notice

We may provide you with notices, including those regarding changes to this Agreement. Such notices may not be received if you violate this Agreement by accessing Lisit in an unauthorized manner. You acknowledge that under this Agreement, by using Lisit you are deemed to have received any and all notices that would have been delivered had you accessed Lisit in an authorized manner.

Assignment

You agree that we may assign any of our rights and/or transfer, sub-contract, or delegate any of our obligations, under this Agreement. Your agreement to these Terms of Use is personal to you and you may not transfer or assign it to any third party.

Force Majeure

We will not be held liable for any delays, failure in performance, or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including, but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, or other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provision.

No Waiver

Our failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof.

Severability

If any provision or term of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation or any governmental agency (local, state, or federal), such provision will be changed and interpreted to accomplish the objectives of the term or provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

Entire Agreement

This Agreement sets forth the entire understanding and agreement between you and us as to the subject matter hereof and supersedes any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between us. Except as provided for above, any modification to this Agreement must be in writing and must be signed by both parties.

Questions and Comments

We welcome comments, questions, concerns, or suggestions. Please contact us at: contact@Lisit.com.

Effective Date: December 03, 2018.

We know that Terms can be long. Thanks for making it to the end!

Assessment and Verification

In the event of a dispute concerning responsibility for any claim or the amount thereof, Lisit. and its applicable Brokerage Firms will in good faith evaluate the available information to allocate responsibility. Lisit takes fraud very seriously; any suspicion of fraud will be reported to the authorities. Determinations will be final and will be based on Lisit's Terms of Use.

Contact Us

We know that insurance can be complex. If you have any questions please contact us at: contact@lisit.io.

Effective Date: December 16, 2018.