

## RENTAL AGREEMENT

Thank you for using our Service (trading as happer.me, "we", "us", "our", "our company" or "happer me" hereafter). This Rental Agreement ("Rental Agreement") is subject to the Terms of Service ("Terms"), the Terms are hereby incorporated and made a part of this Rental Agreement. In the event of any conflict between this Rental Agreement and the Terms, this Rental Agreement shall control to the extent of such conflict. All capitalized terms in this Rental Agreement not defined herein will have the meanings ascribed to them in the Terms.

BEFORE USING THE RENTAL SERVICE, PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING "I AGREE WITH", YOU INDICATE THAT YOU ARE ACCEPTING THIS AGREEMENT AND ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT, THEN PLEASE DO NOT CLICK AGREE (IN WHICH CASE YOU WILL NOT BE ABLE TO USE THE RENTAL SERVICE FUNCTIONALITY) OR OTHERWISE USE THE RENTAL SERVICE.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS DOING SO ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT HE OR SHE HAS THE REQUISITE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES AND ALL USERS WHO ACCESS THE RENTAL SERVICE THROUGH SUCH ENTITY'S ACCOUNT TO THIS RENTAL AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY, ITS AFFILIATES AND USERS ASSOCIATED WITH IT. YOU UNDERSTAND AND AGREE THAT YOUR RELATIONSHIP WITH OUR COMPANY IS LIMITED TO BEING A RENTAL SERVICE USER, AND NOT AN EMPLOYEE, AGENT, JOINT VENTURER OR PARTNER OF US FOR ANY REASON, AND YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF AND FOR YOUR OWN BENEFIT, AND NOT ON BEHALF OF OR FOR THE BENEFIT OF OUR COMPANY.

1. The Rental Service. As described more fully in the Terms, the Rental Service allows a Rental Owner to make available for rental and to rent designated Rental Item(s) to you at a specified daily rental rate (the "Daily Fee") for the specified rental term ("Rental Term"). By agreeing to this Rental Agreement, you agree to all obligations and other terms with respect to your rental of the Rental Item(s) from the applicable Rental Owner.

2. Rental. The Rental Owner permits you to use the Rental Item(s) solely for their ordinary, intended use (and in accordance with any applicable provided documentation) during the Rental Term, subject to this Rental Agreement and subject to your timely payment of all Rental Fees. Ownership of the Rental Item(s) will at all times remain with the Rental Owner. You shall not dispose or cause any lien or other encumbrance to be placed upon any of the Rented Belongings.

3. Delivery; Pickup.

(a) Unless you have separately arranged with us for concierge pickup and delivery pursuant to Section 3.b, the following terms shall govern your pickup and return of Rental Item(s):

i. Pickup. During the time window separately communicated to you by the Rental Owner or our company via the Online Services (“Start Time”), you will pick up the Rental Item(s) from Store or the Rental Owner in specified location (“Rental Location”) in accordance with all policies and guidelines separately communicated by Us.

ii. Return. Upon the final day/hour of the Rental Term, you shall return the Rental Item(s) to the Rental Location during the time window separately communicated to you by the Rental Owner or our company via the Online Services (“End Time”).

iii. Additional Fees. To the extent that you do not return that Rental Item(s) at the Rental Location during 30 minutes past End Time, you understand and agree that, without derogation to any of our company’s or the Rental Owner’s remedies at law or in equity (or as otherwise specified in this Rental Agreement or the Terms), you may be immediately charged the replacement value of the applicable Rental Item(s) and/or such additional Rental Fees as may be applicable, to your payment instrument on file, and that to the extent we are unable to make such charges, you shall remain liable for such amounts.

(b) The following terms apply solely to ours provision of optional concierge pickup/drop-off services (solely where available and as available):

i. Delivery. During the time window separately communicated to you by the Rental Owner or our company via the Online Services (“Start Time”), we will deliver the Rental Item(s) to the to the location you have designated via the Online Services (“Rental Location”).

ii. Pickup. Upon the final day/hour of the Rental Term, we will pick up the Rental Item(s) at the Rental Location during the Pickup Window (End Time).

iii. Additional Fees. You agree to be present at the Rental Location at the End Time and the Start Time. To the extent that you are not present at the Rental Location during 30 minutes past End Time, you understand and agree that all Rental Fees will be due as if the Rental Item(s) had been successfully delivered by us, and provided further that you may be subject to additional fees if we need to deliver the Rental Item(s) outside the End Time. To the extent that you are not present, with the Rental Item(s), during the Start Time, you understand and agree that you will be subject to additional Rental Fees at the rate specified within the Online Services, plus late fees and additional fees for pickup.

#### 4. Loss or Damage.

(a) Loss or Damage. You agree that when you return (or we pick up, if applicable) the Rental Item(s) at the end of the Rental Term, the Rental Item(s) shall be in the same condition as when received by you, and you shall be liable to us and/or the Rental Owner for any loss, destruction of, or damage to the Rental Item(s) occurring after you pick up (or we deliver, if applicable) the Rental Item(s) and prior to you returning (or picking up, if applicable) the Rental Item(s). You agree that we may charge your payment instrument (or retain the security deposit under Section 5.a below) on file in the Online Services for the estimated replacement or repair value of the Rented Belongings in with the event of any loss, destruction of, or damage to the Rented Belongings occurring during such time period.

(b) Our Rights. You agree that, without limiting any of our other rights or remedies under this Rental Agreement or in law or at equity, in the event of your breach of this Rental Agreement, we shall have the right to immediate possession of the Rental Item(s) and you shall provide all necessary cooperation to us in connection therewith.

#### 5. Rental Fees.

(a) Security Deposit. You agree that at any time following the booking of a rental of the Rental Item(s) and prior to their return by you, we may charge a security deposit to your payment instrument on file in the Online Services up to the estimated replacement value of the Rental Item(s), as determined by us in its sole discretion. You will be notified of the amount of the security deposit before it is processed. You understand and agree that if the applicable payment instrument will not accept this transaction, this Rental Agreement shall be cancelled, and neither we nor the Rental Owner shall have any obligation to provide you with the Rental Item(s). We will refund this security deposit to your payment instrument within three (3) business days after the applicable Rental Item(s) has been returned except where any loss, destruction of, or damage to the Rented Belongings occurred prior to your scheduled return of the Rental Item(s). You agree that to the extent we charges your payment instrument a security deposit of less than our estimated replacement value of the Rental Item(s), we may additionally charge you the difference between such estimated replacement value and the amount of the security deposit actually charged to your payment instrument on file in the event of any such loss, destruction of, or damage to the Rental Belongings.

(b) Rental Fees. You agree to pay us the fees applicable to your booking of a rental of the Rental Item(s) for the Rental Term (collectively, the “Rental Fees”) as follows: (i) the Daily Rate of each Rental Item multiplied by the Rental Term (partial days for delivery and pickup are charged at the full Daily Rate); (ii) all applicable taxes; (iii) to the extent concierge service is available and elected pursuant to Section 3.b, pickup and drop-off fees at ours current rates; and (iv) any applicable additional fees and/or charges as described herein. As a general rule, we will collect the Rental Fees due once it's confirmed in your booking; if necessary, Rental Fees may instead be collected at a later point.

(c) Our Fees. We shall deduct from Rental Fees and retain as fees for the services provided hereunder the amounts set forth in the fee schedule made available by us from time to time (the “Fee Schedule”) as well at the amounts described in Section 5(b)(iii)-(iv) (collectively, the “Our Fees”). The Fee Schedule is subject to change from time to time upon prior written notice from us. Our Fees are nonrefundable in all instances, except to the extent of any overcharge which may occur.

#### 6. Inspections/Maintenance.

(a) Inspection. We have not inspected the Rental Item(s). You hereby represent and warrant that you will examine the Rental Item(s) before accepting them and acknowledge that, if the Rental Item(s) are not in the condition as described by the Rental Owner, you must accept our inspection form noting additional markings, damage or defects with the Rental Item(s), and such inspection form must be delivered to and countersigned by the Rental Owner and/or an authorized our company's agent.

(b) Return (or Pickup, as applicable) Inspection. You hereby agree that any damage or defects not noted in accordance with Section 6(a) shall be your sole responsibility and may be charged to your payment instrument in accordance with Section 4. Any inability of our company to charge your payment instrument does not derogate from your liability.

(c) Existing Damage or Defects. You understand and agree that the Rental Item(s) may have existing damage or defects (including latent defects) and that, without limitation, we do not accept liability or responsibility for any such existing damage or defects.

7. Cancellations; Early Returns. You may cancel a booked rental of Rental Item(s) prior to pickup (or delivery, as applicable) of the Rental Item(s). Cancellations may be subject to certain fees in accordance with our Cancellation Policy (“Cancellation Fees”). Cancellation Fees shall be deducted from any prepaid Rental Fee refunds. Early return of Rental Item(s) shall be subject to availability and at the discretion of us and/or the Rental Owner, and any related refunds shall be at the sole discretion of ours company.

8. Disclaimers. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR CARE, CUSTODY AND RETURN OF ANY RENTAL ITEM(S), INCLUDING ANY LOSS OR DAMAGE THEREOF, IN ACCORDANCE WITH THIS RENTAL AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE RENTAL ITEM(S) ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. YOU AGREE THAT ANY CLAIM WITH RESPECT TO THE RENTAL ITEM(S) OR RENTAL LOCATION, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM OR RELATED TO (A) THE EXISTENCE, SAFETY, QUALITY, ADEQUACY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY RENTAL ITEM(S), THAT A RENTAL OWNER HAS THE PROPER RIGHTS TO LIST RENTAL ITEM(S) OR THAT THE RENTAL OWNER WILL CONSUMMATE ANY TRANSACTION; AND/OR (B) THE SAFETY OR ACCESSIBILITY OF A RENTAL LOCATION, INCLUDING, WITHOUT LIMITATION, KNOWN OR UNKNOWN HAZARDS, HAZARDOUS MATERIALS OR SUBSTANCES, AIR OR WATER QUALITY, DANGEROUS CONDITIONS, ANIMALS, OR OTHER CONDITIONS AT SUCH LOCATION, OR THE ACTS OR OMISSIONS OF THE RENTAL OWNER OR INVITEES, LICENSEE OR TRESPASSERS AT THE RENTAL LOCATION OR THE RESULTS OF OR FAILURE TO PERFORM ANY INSPECTION OF THE RENTAL LOCATION BY US, INCLUDING CLAIMS RESULTING IN PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO OR LOSS OF PERSONAL PROPERTY, ARE SOLELY BETWEEN YOU AND THE APPLICABLE RENTAL OWNER, AND WE HAVE NO LIABILITY WITH RESPECT THERETO EXCEPT SOLELY TO THE EXTENT ARISING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. Term; Termination; Survival. This Rental Agreement shall commence on the date accepted by you and continue through the conclusion of the Rental Term (as defined in Section 1), unless earlier terminated in accordance with its express terms. We may terminate this Rental Agreement for your material breach which remains uncured two (2) days after written notice thereof. The provisions of Sections 3.b.iii) (fees), 4, 5 (fees), 6.a), 6.c), 8 and 9 shall survive any expiration or termination of this Rental Agreement.