

PLATFORM TERMS OF SERVICE

Rental Focus LLC — *rentalfocus.us* and mobile applications

DRAFT TEMPLATE — prepared for Rental Focus LLC for review by a Massachusetts-licensed attorney and the company's insurance broker before use. Bracketed items [] must be completed. Not legal advice.

These Terms of Service ("Terms") are a binding agreement between you and Rental Focus LLC, a Massachusetts limited liability company with its principal office in Dorchester, Boston, Massachusetts 02124 [insert full street address] ("Rental Focus," "we," "us"). They govern your use of the *rentalfocus.us* website, our mobile applications and related services (the "Platform"). By creating an account, booking, listing a vehicle, requesting a service or joining as a partner, you agree to these Terms. **Please read the arbitration section (Section 14); it affects how disputes are resolved.**

1. What Rental Focus Is

Rental Focus operates an online marketplace that (a) lets vehicle owners — individuals and businesses ("Owners") — offer vehicles for rent to individuals and businesses ("Renters"); and (b) lets members request automotive, cleaning, parts, towing, moving, cargo and delivery services performed by independent companies ("Service Partners"). Unless Rental Focus is itself identified as the owner of a vehicle, Rental Focus is not the owner or lessor of the vehicles listed and is not a party to the rental itself except as stated in the Vehicle Rental Agreement. Service Partners are independent contractors, not employees or agents of Rental Focus.

Rental Focus does not itself perform transportation of property for hire. Moving, freight and vehicle-transport services are provided only by Service Partners holding the licenses and operating authority required by law, including Massachusetts Department of Public Utilities (DPU) licensing for intrastate household-goods moves and U.S. Department of Transportation / Federal Motor Carrier Safety Administration (FMCSA) registration and authority for interstate transportation. Where federal law requires a broker registration to arrange interstate transportation for compensation, Rental Focus will hold that registration or arrange the service through a properly registered broker.

2. Eligibility and Accounts

- You must be at least 18 years old to create an account and at least 21 years old with a driver's license valid for at least 2 years to rent. Certain vehicles require age 25 or older.
- You must provide accurate, current information, keep your password confidential and tell us immediately about unauthorized use.
- Businesses must be registered and in good standing and must designate an authorized administrator who can bind the business.
- We may verify identity, driver's license status, driving record, insurance and payment information, including through third-party consumer reporting agencies. Where a consumer report is used, we will obtain any authorization and provide any notices required by the Fair Credit Reporting Act.
- We may refuse, suspend or close accounts for safety, fraud, non-payment or violation of these Terms. We do not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, disability, age (other than lawful minimum-age and insurance requirements) or any other characteristic protected by federal or Massachusetts law.

3. Listings and Bookings

- Owners are responsible for the accuracy of their listings, including photos, features, rules, price and availability.
- A booking is confirmed only when Rental Focus confirms it in writing and the Renter and Owner have accepted the Vehicle Rental Agreement (or the Business & Interstate Rental Agreement for business use).
- Rental Focus checks each listed vehicle's VIN for open safety recalls before publication and periodically after; a vehicle with an unremedied safety recall will not be rented.

4. Prices, Fees, Taxes and Payments

- Prices shown include the rental rate set by the Owner. Fees (such as a trip fee, young-driver fee, delivery fee, protection-plan charge, late return, cleaning, fuel, tolls and citations) are disclosed before you book or as stated in your agreement.
- Rental Focus acts as the Owner's limited payment-collection agent: payment to Rental Focus satisfies your payment obligation to the Owner for the rental amount.
- Taxes and government surcharges are added where required, which may include Massachusetts sales tax on vehicle rentals, the Massachusetts Police Training Surcharge on rentals of more than 12 hours and up to 30 days, and the Boston vehicular rental transaction surcharge for rentals contracted in Boston.
- You authorize us and our payment processor to charge your payment method for all amounts due under your agreements, including post-rental charges supported by documentation.
- Fees paid to Rental Focus are non-refundable except as stated in the cancellation policy or required by law.

5. Cancellations and Refunds

- Renter cancellations more than 48 hours before pickup: full refund.
- Renter cancellations within 48 hours of pickup: refund minus one rental day (or 25% for rentals longer than 7 days) [confirm policy].
- Owner cancellations: full refund to the Renter; Rental Focus will try to find a comparable vehicle. Repeated Owner cancellations may result in fees or removal.
- Service requests: cancellation terms are stated in each accepted quote.

6. Insurance, Protection and Damage Waivers

Coverage options available on the Platform are described at booking and in the applicable agreement. Your personal auto insurance, business insurance or credit card may already provide coverage for rented vehicles; you should check before purchasing any optional product. Any damage waiver offered for a private passenger vehicle rented in Massachusetts for 30 days or less is **optional, may be declined**, is not insurance, and is offered in compliance with M.G.L. c. 90, § 32E½. Rental Focus is not an insurance company; insurance products, if offered, are provided by licensed insurers.

7. Rules for Using Vehicles

Renters must follow the Vehicle Rental Agreement. In particular, vehicles may not be used: by unauthorized drivers; while under the influence of alcohol or drugs; for racing, speed contests or reckless driving; to carry persons or property for hire (including ride-hail or delivery apps) unless expressly authorized in writing; to push or tow anything unless authorized; off-road; to transport hazardous materials; for any illegal purpose; or outside the United States, or in Canada without prior written approval.

8. Services Marketplace

When you request a service, Rental Focus may collect quotes, recommend a Service Partner and process payment. The Service Partner is solely responsible for performing the service in a workmanlike manner and in compliance with law, and for its own licenses, insurance, employees and warranties. Rental Focus will help resolve complaints and may withhold payment to a Service Partner while a documented dispute is investigated.

9. Reviews and Content

You may post reviews and content only about your own genuine experience. You grant Rental Focus a non-exclusive, royalty-free, worldwide license to use, display and adapt content you submit for operating and promoting the Platform. We may remove content that is false, unlawful, discriminatory, abusive or that discloses personal information. We do not pay for or alter reviews.

10. Prohibited Conduct

- Arranging rentals or services off-Platform to avoid fees with members you met on the Platform;
- Providing false identity, license, insurance or payment information;
- Interfering with the Platform's security, scraping, or reverse engineering;
- Harassing, threatening or discriminating against any member or Service Partner.

11. Privacy and Communications

Our Privacy Policy explains how we collect and use personal information. By providing your phone number you agree to receive calls and text messages about your bookings and account; marketing messages are sent only with your consent and you may opt out at any time by replying STOP.

12. Disclaimers

Except as expressly stated in a signed agreement, the Platform is provided "as is" and "as available." To the extent permitted by law, Rental Focus disclaims implied warranties of merchantability, fitness for a particular purpose and non-infringement. Nothing in these Terms excludes warranties or rights that cannot be excluded under Massachusetts law.

13. Limitation of Liability and Indemnity

To the extent permitted by law, Rental Focus will not be liable for indirect, incidental, special, consequential or punitive damages, or for lost profits, and Rental Focus's total liability arising from the Platform will not exceed the greater of the fees you paid to Rental Focus in the 12 months before the claim or \$500. These limits do not apply to liability for gross negligence, willful misconduct, bodily injury caused by our negligence, or where prohibited by law. You will indemnify Rental Focus against third-party claims arising from your breach of these Terms, your use of a vehicle or service, or your violation of law.

14. Dispute Resolution

Informal resolution. Before filing any claim, the party raising the dispute must send a written notice describing it to the other party (for Rental Focus: legal@rentalfocus.us [confirm address]) and both parties will try in good faith to resolve it within 30 days.

Binding arbitration. Any dispute not resolved informally will be resolved by final and binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules (for individuals) or Commercial Arbitration Rules (for businesses), before a single arbitrator, seated in Boston, Massachusetts, or by video conference. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs this section. Judgment on the award may be entered in any court of competent jurisdiction.

Exceptions. Either party may (a) bring an individual claim in small claims court in Massachusetts; (b) seek injunctive relief in court to protect intellectual property or prevent unauthorized use of a vehicle; and (c) report matters to government agencies, including the Massachusetts Attorney General.

Class action waiver. Claims may be brought only on an individual basis, not as a plaintiff or class member in any purported class, collective or representative proceeding, to the fullest extent permitted by law.

Opt-out. An individual may opt out of this arbitration section by emailing legal@rentalfocus.us within 30 days after first accepting these terms, stating their name and intent to opt out.

Governing law and venue. This agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to conflict-of-laws rules, and by applicable federal law. Subject to the arbitration section, the state and federal courts located in Suffolk County, Massachusetts have exclusive jurisdiction. Nothing in this agreement limits any right a consumer has under Massachusetts General Laws chapter 93A or other non-waivable law.



15. Changes and Termination

We may update these Terms by posting a new version and, for material changes, notifying you by email or in the app at least 15 days in advance. Changes do not apply to bookings already confirmed. You may close your account at any time; sections that by their nature should survive (including payment obligations, indemnity and dispute resolution) survive termination.

16. Contact

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