

# Glamp Terms of Use

Last Updated: 9/21/2022

Welcome to Glamp Mobile! Thank you for using our Services.

The following Terms of Use (the "Terms") apply to your use of any of Glamp's website, including [www.glampmobile.app](http://www.glampmobile.app) and Glamp's mobile application (the "App"). Glamp's websites and App shall be collectively referred to as the "Services."

In these Terms, "you" or "your" means the person accepting these Terms and the company (if any) on whose behalf you are acting, and "we," "us," "our," or "Glamp" means Glamp Mobile, Inc. The Terms describe your rights and responsibilities and form a legally binding agreement between Glamp and you with respect to your use of the Services. By using or accessing any part of the Services, you agree that you are at least eighteen (18) years old and have read, understand, and agree to be bound by all of these terms and conditions. If you do not agree to all of these terms and conditions, you must not use or access the Services. If you are entering into these Terms on behalf of a company, you represent that you have the authority to bind that company to the terms and conditions of these Terms. Some products or services that become available on the Services, including vehicle rentals, may be subject to additional or different terms and conditions, and if those additional terms and conditions conflict with these Terms, those additional terms and conditions will control.

**Please read these terms carefully as they contain important information regarding your legal rights, remedies and obligations. These include various limitations and exclusions, a dispute resolution clause that governs how disputes will be resolved, and a waiver of rights to bring class action claims against us. If you do not agree with all of the terms of the terms of use and the above eligibility requirements, you are prohibited from using the service.**

**Changes to these Terms** - Glamp reserves the right to update, modify, or replace these Terms from time to time. Glamp may provide you with prior notice of any material updates unless changes in law or regulations or business conditions prevent such prior notification. Your continued use of the Services following the posting of any changes to these Terms constitutes your acceptance of those changes and you are responsible for reviewing those terms.

**1. Accounts and Account Security.** You must be at least 18 years of age to use our Services. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from our Services; and (c) your registration and your use of the Services complies with all applicable laws and regulations. Anyone who is otherwise eligible to use the Services in accordance with these Terms may browse the public-facing pages of the Services. But to use most features of the Services, you must create an account ("Account").

Your Account is personal to you, and you may not share your Account information with, or allow access to your Account by, any third party. As you will be responsible for all activity that occurs under your access credentials, you will use reasonable efforts to prevent unauthorized access to or use of the Services and to preserve the confidentiality of your username and password, and any device that you use to access the Services. You are solely responsible for maintaining the confidentiality of your password. You agree to (a) provide accurate, current and complete registration information; (b) maintain the security of your password and user name; and (c) maintain and promptly update the registration information, and any other information you provide to Glamp, to keep it accurate, current

and complete. If you have any reason to believe that your account credentials have been compromised or that your Account has been accessed by a third party, you will immediately notify Glamp via e-mail at [info@glampmobile.app](mailto:info@glampmobile.app). You will be solely responsible for the losses incurred by Glamp and others due to any unauthorized use of your Account.

- 2. Restrictions on Use of the Services.** As a condition to your use of the Services, you warrant to Glamp that you will not use the Services for any purpose that is unlawful or prohibited by these Terms, or act fraudulently or maliciously, including without limitation the posting or transmitting any threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or by hacking into or inserting malicious code, including viruses, or harmful data into the App, the Services or any operating system. You may not use any trademarks, service marks or copyrighted materials appearing on the Services, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. You may not frame or otherwise incorporate any of the App Content or other materials on the Services without prior written consent of Glamp. You agree not to copy (to the fullest extent permitted by law), decompile or reverse engineer the Services. You shall not use or otherwise export or re-export the Services or any App Content, except as authorized by law and the laws of the jurisdiction in which the Services or any software was obtained. If you violate any of these Terms, in addition to any other remedies Glamp or its Providers may have, your permission to use the Services immediately terminates without the necessity of any notice. Glamp retains the right to deny access to anyone at its discretion for any reason, including for violation of these Terms. Unless otherwise specified, the content contained in the Services is presented solely for your convenience and/or information. The Services are controlled and operated by Glamp from its offices within New Hampshire. Glamp makes no representation that content in the Services is appropriate or available in your jurisdiction. Those who choose to access the Services from their location do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.
- 3. Updates and upgrades.** By downloading App, you consent to the installation of the App and to its future updates and upgrades. You can withdraw your consent at any time by uninstalling App. To request assistance in the removal or disabling of the App, please contact us at the contact provided in these Terms.

You acknowledge and understand and agree that the Services (including any updates or upgrades) will (i) cause your device to automatically communicate with our servers to deliver the App's functionality (described where you downloaded the App at the iTunes or Google Play stores or otherwise) and to record usage metrics, (ii) affect app-related preferences or data stored in your device, and (iii) collect personal information as described in our Privacy Policy. Your telecommunications services provider may impose data charges when you use the Services or for data charges for the updating or upgrading the App if you have not restricted updates and upgrades to Wi-Fi connections.

- 4. Trademarks, Copyrights and License.** The Services are controlled and operated by Glamp. The App (including all software source code and object code) and all content on the Services, including, but not limited to text, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by U.S. and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes), and are owned and controlled by Glamp or its affiliates, or by third party content providers, merchants, sponsors and licensors (collectively "Providers") that have licensed their content or the right to market their products and/or services to Glamp (collectively "App Content"). The Services and all App Content on the Services or any mobile application owned,

operated, licensed or controlled by the Providers is solely for your personal, non-commercial use. You are granted a non-exclusive, non-transferable (by way of sub-license or otherwise), personal, limited license to install and use the Services its related App Content on your mobile device(s) or computer(s) you own or control, solely for personal use and as expressly permitted in these Terms. Parts of the App Content that Glamp uses to provide the Services have been licensed from third parties and this limited license applies equally to these third party components. You may make one backup copy of the App Content where necessary to secure further use in accordance with these Terms. You may print a copy of the App Content and/or information contained herein for your personal, non-commercial use only, but you may not copy, reproduce, republish, upload, post, transmit, distribute, and/or exploit the App Content or information in any way (including by e-mail or other electronic means) for commercial use without the prior written consent of Glamp or the Providers. You may request consent by contacting Glamp in a manner described herein. Without the prior written consent of Glamp and/or the Providers, your modification of the content, use of the content on any other mobile app or networked computer environment, or use of the content for any purpose other than personal, non-commercial use, violates the rights of the owners of the Services and/or the Provider copyrights, trademarks or service marks and other proprietary rights, and is prohibited. Glamp (or the relevant third party licensor) retains all right, title and interest in and to the Services and any modifications and/or updates to the App Content and the features provided through the Services. All rights not expressly granted to you are reserved.

5. **Feedback.** You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services (“Feedback”), provided by you to Glamp are non-confidential and shall become the sole property of Glamp. Glamp shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.
6. **Links.** The Services may contain links to other web sites that may or may not be affiliated with Glamp (“Linked Sites”). The Linked Sites are provided for your convenience and information only and, as such, you access them at your own risk. The content of any Linked Sites may not be under Glamp’s control, and Glamp is not responsible for, and does not endorse, such content, whether or not Glamp is affiliated with the owners of such Linked Sites. Linked Sites may have terms of use that differ from, or contain terms, in addition to these Terms. You may not establish a hyperlink to download the Services that states or implies any sponsorship or endorsement of your web site by Glamp, or its affiliates or Providers.
7. **Privacy Policy.** Glamp’s Privacy Policy can be found [here](#). By entering into these Terms, you represent that you have read, understood, and agree to Glamp’s Privacy Policy, which is incorporated into these Terms by reference.
8. **Suspension; Termination.** Except as otherwise required by law, Glamp may terminate your use of the Services and expand, reduce or suspend the type, location and or amounts of transactions allowed using the Service, change the enrollment process and transaction limits associated with it from time to time based on security issues and other factors at any time in its sole discretion, without prior notice. If we believe you are abusing our Services in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services. Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the

Services at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

- 9. DISCLAIMER OF WARRANTIES.** THE SERVICES AND ALL CONTENT THEREIN ARE PROVIDED ON AN “AS AVAILABLE” AND “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE DO NOT REPRESENT OR WARRANT THAT: (A) THE SERVICES AND MATERIALS ARE FREE OF ERRORS; (B) DEFECTS WILL BE CORRECTED; (C) THE SERVICES OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) INFORMATION COMMUNICATED THROUGH THE SERVICES ARE ACCURATE, COMPLETE, OR USEFUL.

You acknowledge and agree that from time to time, the App and/or the Services may be delayed, interrupted or disrupted for an indeterminate period of time including, without limitation, any inaccuracy, interruption or delay in transmission by the telecommunications services provider used with your mobile device or computer, or any interruption, disruption or failure whether caused by strikes, power failures, equipment malfunctions or other reasons. Glamp and its third-party licensors have no obligation to correct any bugs, defects or errors in the App, websites, or software, or to otherwise support, maintain, improve, modify, upgrade, update or enhance the Services. Glamp does not recommend, endorse, or make any representation or warranty regarding the performance or operation of any device you use to access the Services and is not responsible for any costs you incur related to the operation or performance of such device.

- 10. LIMITATION OF LIABILITY.** GLAMP, ITS AFFILIATES OR ANY THIRD PARTY LICENSOR SHALL NOT BE LIABLE FOR ANY CLAIM WHATSOEVER ARISING FROM OR RELATED TO USE OF THE APP. IN NO EVENT WILL GLAMP, ITS AFFILIATES OR ANY THIRD PARTY LICENSOR BE LIABLE FOR LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT) OR ANY FORM OF INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE APP, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE LIABILITY FOR (I) DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE, (II) FRAUD AND/OR FRAUDULENT MISREPRESENTATION AND (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

- 11. Indemnification.** You are fully responsible for how you use the Services. You may not share your log-in information with anyone else, but if you do you are fully responsible for how they use the Services too. You agree to indemnify, defend, and hold harmless Glamp and its officers, directors, employees, service providers, vendors, affiliates, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys’ fees, resulting from any violation by you of these Terms.

- 12. Dispute Resolution; Arbitration.** Before filing a lawsuit in connection with these Terms, the App or the Services (including, but not limited to, in an individual arbitration or in a small claims proceeding), you and Glamp agree that we shall give the other party written notice of the claim to be

asserted 30 days before initiating a proceeding and make a reasonable good faith effort to resolve the claim.

The parties agree to arbitrate any and all claims, controversies or disputes of any kind (“claims”) against each other, including but not limited to claims arising out of or relating to these Terms, the App and Services. You agree that no claims will be asserted in any representative capacity on a class-wide or collective basis, that no arbitration forum will have jurisdiction to decide any claims on a class-wide or collective basis, and that no rules for class-wide or collective arbitration will apply. This agreement to arbitration is to be broadly interpreted and applies to all claims based in contract, tort, statute, or any other legal theory; all claims that arose prior to or after termination of these Terms. However, the parties agree that either party may bring an individual action in a small claims court with valid jurisdiction. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect. You agree to be subject to the jurisdiction of New Hampshire for any dispute. You agree that any dispute will be resolved in New Hampshire to the exclusion of any other potential venue. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If Glamp prevails in arbitration Glamp will be entitled to an award of attorney’s fees and expenses, to the extent provided under applicable law. Each party will be responsible for paying its own administrative fees. You agree to waive your right to a jury trial or to participate in a class action pursuant to the following terms.

**13. Notices.** Any notices or other communications provided by Glamp under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

**14. Assignment.** If Glamp sells its assets to or is acquired by another company, or if it merges with another company, you, by using the Services, authorize Glamp to assign the information you provided to Glamp or that Glamp collected while you used the Services. You may not assign or transfer these Terms, by operation of law or otherwise, without Glamp’s prior written consent. Glamp may freely assign or transfer these Terms without restriction.

**15. Severability.** If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

**16. Consent to Electronic Communication.** By using the Services, you consent to receiving electronic communications from us regarding your account, your use of the Services, or for operational and informational purposes. The functionality of the Services relies on electronic communications. You agree that we may send push notifications to your device. You may also opt-into receiving text messages and email messages to the telephone and email addresses that you have registered with us. We may communicate with you using push notifications, text messages and email messages in connection with (i) your rental reservations, (ii) your rental transactions, (iii) your use of the Services, and (iv) offers and promotions that may be of interest to you. You may opt-out at any time from

marketing and other communications by changing your communication preferences within the Services, by following the instructions in our communication to you, or updating preferences in your profile. You may also contact us as provided in these Terms to withdraw your consent. Please note that we may still send you messages about your rental transactions and certain other messages, subject to applicable law.

- 17. Export.** You may not use or export the materials in the Services in violation of applicable export laws and regulations. You confirm that you are not (i) located in a country that is subject to embargo by the Government of the United States or Canada, or has been designated by the Government as a “terrorist supporting” country, and (ii) listed on any government list of prohibited or restricted parties.
- 18. No Waiver.** The failure of Glamp to enforce its rights under these Terms at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
- 19. Governing Law and Venue.** These Terms, your access to and use of the Services, and any claim or dispute you may bring against Glamp, its affiliates, subsidiaries, parent companies, members, shareholders, agents and assigns, shall be governed by and construed and enforced in accordance with the laws of the State of Hampshire, without regard to conflict of law rules or principles (whether of the State of New Hampshire or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of the State of New Hampshire and the United States, respectively, sitting in the State of New Hampshire.
- 20. No Beneficiaries.** Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity.
- 21. Entire Agreement.** These Terms constitute the entire and exclusive understanding and agreement between Glamp and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Glamp and you regarding the Services.
- 22. Contact.** If you have any questions about these Terms or the Services you can contact us at <https://glampmobile.app/contact-us>.