

YARD CLUB TERMS OF USE

The following terms and conditions (the "Agreement") govern all use of the www.YardClub.com website (the "Site") and the services available on or at the Site (taken together with the Site, the "Service"). The Service is owned and operated by Yard Club, Inc. ("Yard Club"). The Service is offered subject to your (the "User's") acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Site by Yard Club. BY USING OR ACCESSING ANY PART OF THE SERVICE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN; IF YOU DO NOT AGREE, DO NOT USE OR ACCESS THE SERVICE.

Yard Club reserves the right, at its sole discretion, to modify or replace any of the terms or conditions of this Agreement at any time. It is User's responsibility to check this Agreement periodically for changes. User's continued use of the Service following the posting of any changes to this Agreement constitutes acceptance of those changes.

User represents and warrants to Yard Club that: (i) (a) User is at least 18 years of age or older or (b) User represents an organization on whose behalf User is authorized and able to enter into a binding contract; (ii) all registration and Rental information User submits is complete, accurate and truthful; and (iii) User will maintain the completeness, accuracy and truthfulness of such information. User also certifies that User is legally permitted to use and access the Service and takes full responsibility for the selection and use of and access to the Service.

- SCOPE:** The Service is a neutral venue where renters of construction equipment ("Renters") and owners of construction equipment ("Owners") can find each other and arrange for rental(s) of Owners' construction equipment ("Rentals"). As a neutral venue, Yard Club cannot and does not guarantee or ensure (i) the form, fit, function or condition of any Rentals, (ii) the safety, or legal or regulatory compliance of any Rentals, or (iii) the acts or omissions of any Renters or Owners (such as the treatment of Rentals by Renters or the timeliness of delivery by any Owners). Any and all communications, or correspondence, verbal or written, or any warranties or representations, made by Renters or Owners are not made by (and do not legally bind) Yard Club, but rather are made specifically and solely by the applicable Renter/Owner. Yard Club may – but is not obligated to – pre-screen or prequalify any Renters or Owners (including with respect to verifying ownership of Rentals, maintenance of proper licenses, verification of insurance, etc.).
- MASTER RENTAL AGREEMENT:** Yard Club is neither a lessor nor a lessee of any equipment. In the absence of another agreement, the rental terms provided here ([see attached documents](#)) shall govern the terms of any Rental made through the Service, and such terms, together with the Rental description on the Website and these Terms of Use shall constitute the entire agreement between such Renter and Owner regarding the relationship between such Renter and Owner regarding the applicable Rental. In the absence of an agreement otherwise, for bare rentals, the master equipment rental agreement shall apply, and for operated equipment, the master equipment rental agreement – operated equipment shall apply. A Renter and an Owner may create and use their own rental terms and/or modify the rental terms provided here ([see attached documents](#)) (in either case, their "Rental Agreement") to suit their needs and their particular situation. Yard Club is not a party to the dealing, contracting and fulfillment of any Rental between a Renter and an Owner. All rights and obligations of a Renter or an Owner in their Rental Agreement are solely between such Renter and Owner. Yard Club serves only as a platform for the purpose of facilitating payments between Renters and Owners.

Any Renter shall disclose to the Owner project specific requirements, such as the applicability of Davis-Bacon Act or prevailing wage laws, that may apply to any proposed or actual transaction involving Renter and Owner.

- DISPUTES BETWEEN RENTERS, OWNERS AND OTHER USERS:** User is solely responsible for User's interaction with other Service users (e.g. payment obligations). Yard Club reserves the right, but has no obligation, to monitor disputes between User and any other Service users. Because Yard Club is not the agent of either User or any other users, Yard Club will not act as an agent to User or in connection with resolving any disputes between such participants related to or arising out of any transaction conducted via the Site or the Service. If User has a dispute with one or more other users of the Service, User shall and hereby does release Yard Club (and its officers, directors, agents, subsidiaries, joint ventures, employees and investors and their related entities) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If User is a California resident, User waives California Civil Code §1542, which states: "A general release does not extend to claims which the creditor does

not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." To the extent Yard Club assists in the resolution of any dispute between User and any other user, such assistance is only a courtesy and, therefore, User acknowledges that Yard Club shall not be liable or otherwise responsible with respect to such dispute (or the resolution thereof).

4. **CHANGES TO THE SERVICE:** Subject to the terms and conditions of this Agreement, the software and services provided in connection with the Service are solely for User's own business use, and not for the use or benefit of any third party. For clarity, User will not re-rent or otherwise sell the Services. Yard Club may change, suspend or discontinue the Service, including the availability of any feature, database or content, at any time. Yard Club may also impose limits on certain features and services or restrict User's access to parts or all of the Service without notice or liability.
5. **SERVICE CONTENT:** The Service and its contents are intended solely for the business use of the Service by users and may only be used in accordance with the terms of this Agreement. All materials displayed or performed on the Service (including, but not limited to text, graphics, articles, photographs, images, illustrations (also known as the "Content," and which includes User Submissions (as defined below)) are protected by copyright. User shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Service, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by User: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right. User may download or copy the Content (and other items displayed on the Service for download) for personal non-commercial use only, provided that User maintain all copyright and other notices contained in such Content.

In the course of using the Service, User and other users may provide information which may be used by Yard Club in connection with the Service and which may be visible to certain other users. User understand that by posting information or content on the Service such as Rental submissions, or other information meant to be visible and used by other users (collectively, "User Submissions"), Yard Club hereby is and shall be granted a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicenseable and transferable right to fully exploit such User Submissions (including all related intellectual property rights) in connection with providing the Service.

User understands that all information publicly posted or privately transmitted through the Service is the sole responsibility of the person from which such content originated and that Yard Club will not be liable for any errors or omissions in any content. User acknowledges that all Content accessed by User using the Service is at User's own risk and User will be solely responsible for any damage or loss to any party resulting therefrom.

6. **RESTRICTIONS:** User warrants, represents and agrees that User will not contribute any Content or otherwise use the Service in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, or otherwise objectionable; (iv) impersonates any person or entity, including without limitation any employee or representative of Yard Club; (v) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program or (vi) violates or constitutes a breach of any agreement or obligation User may have with or to a third party. Yard Club reserves the right to remove any Content – including Rental submissions - from the Service at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Yard Club is concerned that User may have breached the immediately preceding sentence), or for no reason at all. User, not Yard Club, remains solely responsible for all Content that User uploads, posts, emails, transmits, or otherwise disseminates using, or in connection with, the Service, and User warrants that User possesses all rights necessary to provide such content to Yard Club and to grant Yard Club the rights to use such information in connection with the Service and as otherwise provided herein.

User is responsible for all of User's activity in connection with the Service. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of User's right to access or use the Service. User may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Service. Use of the Service to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered

threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. User will not run Maillist, Listserv, any form of auto-responder, or "spam" on the Service, or any processes that run or are activated while User is not logged on to the Service, or that otherwise interfere with the proper working of or place an unreasonable load on the Service's infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any portion of the Service is strictly prohibited. User will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Service. User will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with User activity in connection with the Service.

User understands and agrees that Yard Club shall have the sole right to decide whether User is in violation of any of the restrictions set forth in this Section, and shall have sole discretion regarding the course of action to take in connection therewith.

7. **WARRANTY DISCLAIMER:** Yard Club has no special relationship with or fiduciary duty to User. User acknowledges that Yard Club has no control over, and no duty to take any action regarding: which users gain access to the Service; what Content User accesses via the Service; what effects the Content may have on User; how User may interpret or use the Content; or what actions User may take as a result of having been exposed to the Content. User releases Yard Club from all liability for User having acquired or not acquired Content through the Service. Yard Club makes no representations concerning any content contained in, or accessed through, or products or services obtained through the Service, and Yard Club will not be responsible or liable for the accuracy, copyright compliance, or legality material contained in or accessed or products or services obtained through the Service. Yard Club makes no representations or warranties regarding the accuracy of descriptions anywhere on the Service, or regarding suggestions or recommendations of services or products offered or purchased through the Service. THE SERVICE, CONTENT, WEBSITE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITE, AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO USER. IN PARTICULAR, YARD CLUB MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WITH RESPECT TO ANY RENTALS.

User warrants that it has undertaken its own investigation of all matters relating to the Services provided and any Rental, including an investigation as to the condition of any equipment provided by another User, and therefore has not received or relied upon any statements or representations by Yard Club concerning such matters.

8. **PRIVACY POLICY:** Yard Club's current privacy policy – located here ([see appendix](#)) - is incorporated by this reference. Yard Club strongly recommends User to review the policy.
9. **REGISTRATION AND SECURITY:** As a condition to using some aspects of the Service, User may be required to register with Yard Club and select a password and user name ("Yard Club User ID"). User shall provide Yard Club with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of User's account. User may not (i) select or use as a Yard Club User ID a name of another person with the intent to impersonate that person; or (ii) use as a Yard Club User ID a name subject to any rights of a person other than User without appropriate authorization. Yard Club reserves the right to refuse registration of or cancel a Yard Club User ID in its discretion. User shall be responsible for maintaining the confidentiality of User's password. If User allows third party sites or services to provide information to Yard Club, User is consenting to have such information from those accounts transmitted to User's Yard Club account. User agrees that User shall only use accounts owned by User, and not by any other person or entity.
10. **INSURANCE; INDEMNITY:** With respect to insurance that User is required to obtain pursuant to the Rental Agreement, prior to any rental of equipment, each User will name "Yard Club and Equipment Owner" as an additional-insured for General and Auto Liability coverage, for both completed and ongoing operations. Such insurance shall be provided by an insurer with an A.M. Best Rating of at least A-/VIII. Documentation of such coverage will be provided on Yard Club's request.

To the greatest extent permitted by law, User will indemnify, defend and hold harmless Yard Club, its parents, subsidiaries, affiliates, officers, directors, employees, investors, successors and assigns (the "indemnitees") from all claims, demands, losses, costs, damages, liabilities, settlements, judgments, awards, causes of actions, fines, or penalties (including without limitation, expert and attorneys' fees) directly or indirectly arising out of User's access to the Service, use of the Service, rental or use of equipment of any User, User's violation of this Agreement, or the infringement by User or any third party using User's account of any intellectual property or other right of any person or entity; the obligations under this paragraph shall apply notwithstanding active or passive negligence on the part of the indemnitee and regardless of whether User is at fault or has breached its obligations hereunder. This provision shall survive completion of any Services and shall continue in effect notwithstanding the termination or breach of any agreements between or among Yard Club and any Users. If and to the extent that it is determined that this provision is subject to Section 2782 or Section 2782.05 of the California Civil Code, then the indemnity, defense, and hold harmless obligations hereunder shall be deemed to apply to the extent permitted by law, but no greater. The obligations of this paragraph shall apply notwithstanding the existence of any insurance or rights, benefits or defenses under workers compensation laws, and shall survive the completion of any transactions or the termination of any agreements.

11. **LIMITATION OF LIABILITY; WAIVER OF DAMAGES:** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL YARD CLUB OR ITS SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE WEBSITE OR THE SERVICE OR ANY RENTALS OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY: (a) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF US \$500; (b) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (c) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (d) FOR ANY MATTER BEYOND YARD CLUB'S REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS WILL APPLY TO USE ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.
12. **FEES AND PAYMENT:** Renters shall pay all fees owed to Owners as specified and mutually agreed to through the Service (such fees may include rental fees, gas fees, etc.). For providing the venue for Renters and Owners to find each other and work together, Yard Club shall be paid a percentage (as identified on the Site and as may be changed by Yard Club at any time) of the total fees paid by a Renter for a Rental from an Owner ("Transaction Fee"), which fees may be deducted from amounts paid by Renter. Any fees paid hereunder are non-refundable.
13. **INTERACTION WITH THIRD PARTIES:** The Service may contain links to third party websites or services ("Third Party Services") that are not owned or controlled by Yard Club. When User accesses Third Party Services, User does so at User's own risk. User hereby represents and warrants that User have read and agree to be bound by all applicable policies of any Third Party Services relating to User's use of the Service and that User will act in accordance with those policies, in addition to User's obligations under this Agreement. Yard Club has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any Third Party Services. In addition, Yard Club will not and cannot monitor, verify, censor or edit the content of any Third Party Services. By using the Service, User expressly relieves and holds harmless Yard Club from any and all liability arising from User's use of any Third Party Services.
14. **CARB Compliance.** Owner will only rent Equipment that is CARB approved for the location and application identified in writing by Renter to Owner. Nevertheless, it shall be Renter's sole obligation to perform a reasonable investigation as to what CARB requirements will apply, to ascertain and confirm such requirements, and to communicate those requirements in writing to Owner. Owner shall not be responsible to Renter for violation of any CARB requirements in the event that Renter utilizes Equipment in locations or for purposes other than those Renter identifies in writing to Owner, or in the event that CARB requirements apply that are different from those identified in writing by Renter to Owner. Owner and Renter agree and warrant that they are not relying upon any statements, representations, recommendations, or advice by Yard Club concerning compliance with CARB regulations or any other laws, regulations, or requirements.
15. **Successors and Assigns; No Assignment.** This Agreement and the terms and conditions hereof shall bind the parties hereto, their heirs, successors, legal representatives and assigns. Neither Renter nor Owner shall, without written consent of the

other party, assign, transfer, or sublet any portion or part of obligations or rights under this Agreement, nor assign any payment hereunder to third parties.

16. **TERMINATION:** This Agreement shall remain in full force and effect while User uses the Service. User may terminate User's use of the Service at any time. Yard Club may terminate or suspend User's access to the Service or User's membership at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with User's membership. Yard Club may also terminate or suspend any and all Service and access to the Website immediately, without prior notice or liability, if User breaches any of the terms or conditions of this Agreement. Upon termination of User's account, User's right to use the Service, access the Website, and any Content will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.
17. **MISCELLANEOUS:** The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Yard Club shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Yard Club's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by User except with Yard Club's prior written consent. Yard Club may transfer, assign or delegate this Agreement and its rights and obligations without consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and User does not have any authority of any kind to bind Yard Club in any respect whatsoever
18. **CHOICE OF LAW AND ARBITRATION:** This Agreement shall be governed by and construed in accordance with the laws of the state of California, as if made within California between two residents thereof, without reference to choice of law principles, and the parties submit to the exclusive jurisdiction and venue of the state and Federal courts located in Los Angeles, California, which the parties agree is the place where any agreement is made. Notwithstanding the foregoing sentence, (but without limiting either party's right to seek injunctive or other equitable relief immediately, at any time, in any court of competent jurisdiction, or to seek judicial relief to compel arbitration), to the greatest extent permitted by law, any disputes between or among the parties to this Agreement, whether in contract, tort, or any other basis, shall be settled by binding arbitration in accordance with the rules and procedures of the Judicial Arbitration and Mediation Service, Inc. ("JAMS"). The arbitrator shall be selected by joint agreement of the parties. In the event the parties cannot agree on an arbitrator within thirty (30) days of the initiating party providing the other party with written notice that it plans to seek arbitration, the parties shall each select an arbitrator affiliated with JAMS, which arbitrators shall jointly select a third such arbitrator to resolve the dispute. The written decision of the arbitrator shall be final and binding on the parties and enforceable in any court. The arbitration proceeding shall take place in Los Angeles, California, using the English language. **Legal Notice.** CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.
19. **COPYRIGHT DISPUTE POLICY:** Yard Club has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (<http://lcweb.loc.gov/copyright/legislation/dmca.pdf>). The address of Yard Club's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this policy.

It is Yard Club' policy to (1) block access to or remove content that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

A. Procedure for Reporting Copyright Infringements:

If User believes that content residing on or accessible through the Yard Club Service infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the content that is claimed to be infringing including information regarding the location of the content that the copyright owner seeks to have removed, with sufficient detail so that Yard Club is capable of finding and verifying its existence;
4. Contact information about the notifier including address, telephone number and, if available, e-mail address;
5. A statement that the notifier has a good faith belief that the content is not authorized by the copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

B. Once Proper Bona Fide Infringement Notification is Received by the Designated Agent:

It is Yard Club' policy:

1. to remove or disable access to the infringing content;
2. to notify the content provider, member or user that it has removed or disabled access to the content;
3. that repeat offenders will have the infringing content removed from the system; and
4. to terminate such content provider's, member's or user's access to the service.

C. Procedure to Supply a Counter-Notice to the Designated Agent:

If the content provider, member or user believes that the content that was removed or to which access was disabled is either not infringing, or the content provider, member or user believes that it has the right to post and use such content from the copyright owner, the copyright owner's agent or pursuant to the law, the content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of the content provider, member or user;
2. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
3. A statement that the content provider, member or user has a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
4. Content provider's, member's or user's name, address, telephone number, and, if available, e-mail address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or if the content provider's, member's or user's address is located outside the United States, for any judicial district in which Yard Club is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Yard Club may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Yard Club' discretion.

Please contact Yard Club' Designated Agent to Receive Notification of Claimed Infringement at the following address:

Designated Agent to Receive Notification of Claimed Infringement:
Yard Club Inc, Colin Evran, 1739B Broadway St, Atherton CA, 94109.

YARD CLUB PRIVACY POLICY

Yard Club, Inc. ("Yard Club") knows that you care about how your personal information is used and shared, and we take your privacy seriously. Please read the following Yard Club Privacy Policy. By using the www.YardClub.com website or any of our applications (such as any mobile application we may offer) (collectively, the "Service") you acknowledge that you accept the practices and policies outlined in this Privacy Policy.

WHAT DOES THIS PRIVACY POLICY COVER?

This Privacy Policy covers Yard Club's treatment of personally identifiable information ("Personal Information"), which Yard Club gathers when you access/use the Service – as well as information you submit to the Service.

WHAT INFORMATION DOES YARD CLUB COLLECT?

Yard Club collects information you voluntarily submit to the Service such as the information we collect when you register for an account -including things like your first name, last name, and email address. With respect to Renter and Owners (as defined in our Terms of Use), we may collect and store and process information that is necessary for transactions you are involved in through the Service. Such information may include delivery locations, insurance certificates and payment information (e.g. credit card numbers). Moreover, we may receive and store certain demographic data, such as gender, age and other information.

In addition, we may automatically receive and store certain, anonymous types of information whenever you interact with the Service. Such information may include the user's IP address, domain server, login session, type of Internet browser and the type of device you are using. This information helps us, among other things, analyze trends and administer the Service. This information is anonymous and contains no personally identifiable data.

HOW DOES YARD CLUB USE THE INFORMATION IT COLLECTS?

Yard Club uses your Personal Information only as follows:

- To facilitate transactions you are involved in as a Renter or Owner (such as to facilitate equipment delivery or process payment).
- To operate and maintain the Service (such as, for the purposes of fixing malfunctions, testing our security systems, etc.).
- To provide you with the features, functions and benefits of the Service.
- To enhance, improve and further develop the Service (such as, creating new features or functions, refining the user experience, increasing Service technical performance, etc.).
- On your behalf - per your request or permission.
- We will use your contact information to provide you with notices related to your use of the Service (such as notices regarding the status of your Service account).
- We may use your contact information (such as your email address) to provide you with promotional and marketing emails. You can opt-out of receiving certain types of promotional and marketing emails – but in such case you may not receive the full benefit of the Service. Opting-out can be done by clicking the "unsubscribe" link in the emails.
- To help personalize the Service experience for you (such as remembering your information so you will not have to enter it each time you use the Service).

- And for the other purposes referenced in the next section.

WILL YARD CLUB SHARE ANY OF THE PERSONAL INFORMATION IT RECEIVES?

To the limited extent we collect Personal Information – we neither rent nor sell your Personal Information to anyone. We share your Personal Information only as described below.

Renters and Owners: As mentioned above – we may share your information as necessary to facilitate a transaction you are involved in through the Service.

Service Providers and Agents: We employ other companies and people to perform tasks on our behalf. For example, we may decide to use a third party payment processing company to process payments you make through the Service. In addition, parts of the Service may be hosted by a third party on our behalf. Your information may be accessed by such providers/agents, in the event that we need to share your information with them to provide our services or customer support to you. Unless we tell you differently, Yard Club's agents do not have any right to use Personal Information we share with them beyond what is necessary to assist us.

Protection of Yard Club and Others: We may release Personal Information when we believe in good faith that release is necessary to comply with the law; enforce or apply our conditions of use and other agreements; or protect the rights, property, or safety of Yard Club, our employees, our users, or others.

With Your Consent: Except as set forth above, you will be notified when your Personal Information may be shared with third parties, and will be able to prevent the sharing of this information.

WHERE IS INFORMATION STORED?

While your Personal Information is in our possession, it will be primarily stored at hosting facilities located in the USA. These facilities are either operated by Yard Club or our third party providers. By using the Service, you are consenting to have your Personal Information stored, transferred and processed in the USA.

WHAT ABOUT SECURITY?

Yard Club takes certain precautions to protect your Personal Information and to limit the risk that it will be accessed without authorization, including use of certain industry standard technologies and practices. That said, we cannot guarantee the security of such information. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of user information at any time. No security system is perfect - so your use of the Service is at your own risk.

CONDITIONS OF USE

If you decide to access or use the Service, such access and use and any possible dispute over privacy is subject to this Privacy Policy and our Terms of Service, including limitations on damages, disclaimer of warranties, and the application of California state law.

THIRD PARTY WEBSITES/SERVICES

The Site may permit you to link to other websites on the Internet, and other websites may contain links to the Site. These other websites are not under Yard Club control, and such links do not constitute an endorsement by Yard Club of those other websites or the services offered through them. The privacy and security practices of websites linked to or from the Service are not covered by this Privacy Policy, and Yard Club is not responsible for the privacy or security practices or the content of such websites.

CHANGES TO THIS PRIVACY POLICY

Yard Club may amend this Privacy Policy from time to time. Use of information we collect now is subject to the Privacy Policy in effect at the time such information is used. If we make changes in the way we use Personal Information, we will notify you by posting an announcement on our website, or via the Service, or sending you an email or account notification. You are bound by any changes to the Privacy Policy when you use the Service after such changes have been first posted.

WHAT ABOUT CHILDREN?

Yard Club provides services to businesses. Accordingly, we do not knowingly collect or solicit personal information from anyone under the age of 13. If you are under 13, please do not attempt to register for the Service or send any personal information about yourself to us. If we learn that we have collected personal information from a child under age 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at support@YardClub.com.

QUESTIONS OR CONCERNS

If you have any questions or concerns regarding privacy, please send us a detailed message at support@YardClub.com. We will make every effort to resolve your concerns.

Effective Date: September 30, 2013

Yard Club, Inc.

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San Francisco, CA 94109
support@yardclub.com