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EXPLORIFY
RENTALS & TOURS



TERMS & CONDITIONS for Explorify Motorcycle Rentals llc.

These terms and conditions (the "Terms and Conditions") govern all purchases and sales of rentals, tours, services and products between **Explorify Rentals LLC**, 46 N Orange Blossom Trail, Orlando, FL 32805, a Florida corporation, hereafter referred to as "Explorify" "We" or "Us", and the **Customer**, hereafter referred to as "You" or "Your". These Terms and Conditions, along with Your order, confirmed by a written order confirmation and/or rental agreement, and/or invoice, with payment plan, constitute the entire contract between You and Explorify. By placing an order with Explorify through our website www.explorify.com and/or www.explorifyrentals.com (also referred to as "Web Shop") You agree to be bound by these Terms and Conditions as well as the terms and conditions of Explorify AS, Explorify AB/INC and all the companies' partners that will be used to deliver the services and products included in Your order. These Terms and Conditions affect Your legal rights and obligations. If You do not agree to be bound by the Terms and Conditions, do not place an order with Explorify on our website; www.explorify.com and/or www.explorifyrentals.com.

Our "Rentals", "tours", products and services have specific terms and conditions covered under separate sections in Terms and Conditions. No agent, employee or representative of Explorify is authorized to waive our Terms and Conditions, or requirements stipulated by the laws and regulations under which Explorify operate.

These Terms and Conditions and other information on www.explorify.com and/or www.explorifyrentals.com are only available in English. We reserve the right, in our sole discretion, to change these Terms and Conditions from time to time without notice. It is Your responsibility to review the most current version of our Terms and Conditions on our website www.explorify.com and/or www.explorifyrentals.com before placing Your order. Any changes to the Terms and Conditions will be effective as of the time of posting on our website and will apply to any order placed from the date of posting forward. While we strive to ensure that all information on our website is updated and accurate, Explorify disclaims any liability for any loss, direct or indirect, arising from the use of, or reliance on, such information.

YOU will be notified about all information regarding YOUR booking via the e-mail address or phone number given in YOUR reservation. Thus, it is YOUR responsibility to ensure that YOU provide Us with YOUR most current email address and phone number. It's also YOUR responsibility to "whitewash" OUR e-mail tours@explorifyrentals.com from your spam filter, since it will be used to send you all necessary info regarding your reservation.

GENERAL TERMS

To make a purchase on www.explorify.com and/or www.explorifyrentals.com you must be 21 years old, have at least one year of driving experience on a heavy motorcycle or car, as applicable, a driver's license valid for the operation of the subject vehicle and a credit card from a major card company (Visa, MasterCard, Diners, American Express, etc.). No debit and/or pre-paid cards are accepted.

By placing an order on www.explorify.com and/or www.explorifyrentals.com You agree to our Terms and Conditions as set forth on Our web shop, and any other document that you sign; You acknowledge that you had an opportunity to read the entire Agreement before signing. You authorize us to process a separate credit/debit card voucher in your name for all Charges, including Tolls and Violations; and authorize us to release your billing/rental information to third parties for billing/processing purposes. All Charges are subject to final audit. You declare that You have a valid driver's license authorizing you to operate the vehicle you are renting for the entire rental period. Explorify shall not be liable for any losses resulting from refusal to approve/accept your driver's license. You covenant and declare that you carry appropriate levels of travel and medical insurance coverage for the entire rental period.

You fully agree that failure to return rented property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida statute

You fully agree that the valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §§ 324.021(7) and 627.736, Florida statutes

Consumer purchases are regulated by Consumer law, Marketing law, the Personal Data Act, E-Commerce Act and Credit Act.

Where these Terms and Conditions require authorization in writing, that requirement is fulfilled when such authorization is conveyed via email or other digital media.

1. Definitions

"Rental Agreement" means all terms and conditions found in these Terms & Conditions, the Face Page, the Waiver "Vehicle/Motorcycle Renter Passenger Release of Liability" and "Acknowledgement and Assumption of Risk", any addenda and any additional materials WE provide at the time YOU make a reservation on OUR web shop and/or that YOU sign at the time of rental (vehicle pick-up). **"You"** or **"your"** means the person identified as the renter on the reverse, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. **"We"**, **"Our"** or **"Us"** means Explorify, our affiliates & partners. **Authorized Driver** means the renter and any additional driver listed by us on this Agreement, provided that each such person has a valid operator's license for the type of vehicle rented and is **at least 21 years of age**. Authorized Drivers are the only persons permitted to operate the Vehicle. **"Vehicle"** means the motorized "power sport" vehicle (e.g., motorcycle, scooter, ATV, LSV, UTV, dirt bike, golf cart, or similar vehicle) identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and vehicle documents. **"Loss of Use"** means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during this rental, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. **"Diminished Value"** means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. **"Charges"** means the fees and charges that are incurred under this Agreement. **"Rental Period"** means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us.

Where these Terms and Conditions require authorization in writing, that requirement is fulfilled when such authorization is conveyed via email or other digital media.

2. Rental, Indemnity and Warranties.

This is a contract for the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle. **We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.**

3. Parties' Contact Information

Vendor: Explorify Rentals LLC, 46 N Orange Blossom Trail, Orlando, FL 32805, Tel: +1 (800) 284-8482, Email: tours@explorifyrentals.com.

Customer: The person(s) identified as the customer on the order is/are responsible for providing correct personalia, valid email addresses and telephone numbers, and whitewash our e-mail address.

4. Reservations and Purchases on Our Website: www.explorify.com and/or www.explorifyrentals.com

Reservations can be made by:

Tel: +1 (800) 284-8482

E-mail: tours@explorifyrentals.com

Internet: www.explorify.com and/or www.explorifyrentals.com

To ensure a secure customer experience when ordering on our Web Shop, we have developed the following process:

- * Select "Rent a motorcycle"
- * Specify your itinerary (dates, pick-up/drop-off locations and time)
- * Select bike model
- * Select add-ons
- * Reserve your motorcycle (check-out)
- * Select payment method
- * Order confirmation & Payment receipt (will be sent you)

When booking a rental, product or service, You must provide Your email address and (mobile) phone number. **It is important that Your contact information is accurate and up-to-date as it is our only way to get in contact with You and notify You of any important changes to Your order.**

5.1 Responsibility, Order and Contract Process

Your order becomes binding when the order is registered in our Web Shop on our server (and Your order does not deviate from the terms offered on our Web shop) and We issue written confirmation of Your order. Read the order

confirmation carefully when You receive it to ensure that the confirmation follows your order. Please keep the confirmation for Your records.

If our order confirmation includes products and/or services not stated in Your order or otherwise set forth on our Web Shop, you should consider our confirmation a new offer which You may decline or accept. If you want to accept this offer, so indicate by return email. If the new terms proposed are not acceptable to You, please also so indicate by return email. In that instance we will make every effort to satisfy the terms of Your original order, which again, must be confirmed by Explorify in writing. If you do not send us a return mail withing 3 business days, we will consider it a confirmation of your acceptance of the new offer.

Remember that Your username with Us is the email address you provided when ordering.

Please note it is Your responsibility to submit your name exactly as it is written/registered on your Driver's license; all names and letters included and in the correct sequence.

5.2 YOUR REPRESENTATIONS

By placing an order on www.explorify.com and/or www.explorifyrentals.com, You accept our Terms and Conditions, and represent that (i) You are at least 21 years of age and in sound medical condition; (ii) You understand that unique risks are involved in motorcycle riding; (iii) You possess the skill, knowledge, confidence and experience on motorcycles, both size & models, to operate the rental motorcycle/vehicle in a safe manner; (iv) You will not operate the motorcycle without wearing a D.O.T. certified helmet; (v) You possess a valid driver's license (including an international driver's license if applicable) authorizing you to operate the vehicle you are renting for the entire rental period, (VI) You represent that Your license qualifies You to operate a motorcycle in the state or country of Your permanent residence with the same rating as the Motorcycle; and (VII) You are not under the influence of an alcoholic beverage or a controlled substance or any prescription or nonprescription drug which could impair my ability to operate the motorcycle, (VIII) You possess a valid credit card with the necessary coverage for your insurance and/or LDW deposit or similar (\$100-\$2.500) (No Debit or Pre-paid cards are accepted). (VIII) You declare that Explorify shall not be liable for any losses resulting from the Rental Agency's (vehicle owner's) refusal to approve/accept your driver's license and/or your credit card/method of payment. (X) You covenant and declare that you carry appropriate levels of travel and medical insurance coverage for the entire rental period. (XI) You covenant and declare that you are responsible for obtaining all necessary travel documents, including visas (e.g., Esta for the United States) and passports that apply to travel in all countries you want to contact and/or stay in during your travel and/or any related travel.

5.3 Vehicle Rentals includes

- Car or motorcycle rental for 24 hours, rates vary according to model choice & seasonality.
- Unlimited mileage
- SLI insurance (state minimum required by law)
- Helmet rental (open half shell helmet). We encourage You to bring Your own helmet for comfort and style.
- Storage of Your luggage, airline tickets, and other valuables free of charge; at Your own risk

Exclusion & Optional add-ons:

- Sales Tax & Government fees/Taxes
- First choice of motorcycle model
- One-way fees
- Loss Damage Waiver (LDW). Deposit for vehicle rental (\$100-\$2.500 dependent on choice of vehicle)
- Supplemental Liability insurance \$300K upgrade
- Pick-up and transport between motel and motorcycle rental location
- Roadside assistance
- Pre-paid fuel
- Travel and cancellation insurance
- All other items/products/services not specified in "Included"

5.4 Deposit & Payment

Payment of Your purchase can be made using a major credit card or by bank wire transfer payment (Please note: No Debit Cards and/or Pre-paid cards are accepted). By clicking "Place order/Confirm Reservation" at checkout, you give US permission to charge your card(s) according to the specified payment plan below. You also authorize US to re-initiate any charge(s) to your card(s) that is dishonored for any reason. When Your booking is confirmed, Your card account will be charged as provided below, or, if paying by wire transfer, payment is due on the schedule provided below. If Your credit card company rejects the subject charges, We reserve the right to cancel Your rental reservation and charge a cancellation fee.

A 20% Deposit is required to confirm Your total order, or a minimum USD 300 - per vehicle.

The remaining balance of Your total purchase ("Balance") shall be paid no later than 60 days before vehicle pick-up. If You order additional products or services, You will receive an additional payment or invoice for this order. For group bookings that are paid with one credit or debit card, the same card charged for the initial deposit will be charged the remaining group balance.

Credit Cards

We accept VISA, MasterCard, American Express, Discover, Diners Club, JCB, Cash and Travelers Checks.

Security deposit

A security deposit/reservation of \$100- \$2.500 will be taken at pick-up (Authorization Only). Security deposit must be processed via a credit card or traveler's checks. We are not responsible for exchange rate fluctuations.

If You want to pay the remaining "Balance" with another credit card or wire transfer, please contact us at tours@explorifyrentals.com and make arrangements before the remaining balance due date.

Payment by Wire Transfer - All wire transfer fees are to be paid by customer.

Company Name: Explorify Motorcycle Rentals LLC
Bank Name: Wells Fargo Bank, N.A
Bank Address: 420 Montgomery, San Francisco, CA 94104, USA

Domestic Routing Number: 121000248	Account Number: 9339886161
International SWIFT/ BIC code: WFBIUS6S	

Please send a payment notification email to tours@explorifyrentals.com after completing payment.

NB: Please note that we will not send You receipts or payment confirmation for wire transfer payments.

5.5 Charges.

You permit us to reserve or set aside against your credit/debit card ("Reserve") or take a cash deposit ("Deposit") at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges. We will authorize the release of any excess Reserve or refund any excess Deposit upon the completion of your rental. Your debit/credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately released by the card issuer. You will pay us, or the appropriate government authorities, at or before conclusion of this rental or on demand all Charges, including: (a) time and mileage for the period during that you keep the Vehicle, or a mileage charged based on our experience if the odometer is tampered with or disconnected; (b) charges for additional drivers; (c) optional products and services you purchased; (d) fuel, if you return the Vehicle with less fuel than when rented; (e) applicable taxes; (f) tolls ("Tolls") and Toll, parking, and traffic fees, fines, and penalties ("Violations") assessed against us or the Vehicle; if we are required to pay the charging authority for Tolls or Violations, you will reimburse the amount that we pay, plus our administrative fee of up to \$50 for each such Toll or Violation; (g) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (h) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (i) a 2% per month late payment fee, or the maximum amount allowed by law (if less than 2%), on all amounts past due; (j) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; (k) a reasonable fee not to exceed \$250 to clean the Vehicle if returned substantially less clean than when rented; and (l) a fee of up to \$250 if you lose the keys to the Vehicle. All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.

5.6 Cancellation and No-show

Deposits are non-refundable. In case of illness where You obtain a doctor's verification, Your travel insurance may cover non-refundable fees (less any applicable deductible).

Your reservation may be cancelled up to 60 or more days prior to the pick-up date with no charge. Rentals which are cancelled between 60-41 days before pick-up time will be applied a 30% cancellation fee of the total booking. If Your booking is canceled between 40 - 20 days before pickup time, a cancellation fee of 60% of the total booking will be applied. If Your booking is cancelled within 20 days from pickup time, or if You do not show up, a cancellation fee of 100% will be applied. Refunds, if applicable, will be issued in a form of store credit that can be redeemed within 1 year from the date it was issued.

We strongly recommend that You obtain travel and/or cancellation insurance, which may cover Your loss in case of unexpected events.

Please note: If the full amount of Your order is not paid 45 days before departure, Your rental is considered as not paid and Your order will be cancelled and removed from our systems. Any amount already paid will not be refunded, and we reserve the right to charge a cancellation fee

5.7 Vehicle model

Explorify will make available the vehicle class you have booked, but the model may vary. Explorify reserves the right to provide a substitute vehicle for the one which is confirmed in Your order. This may be necessary due to unexpected and/or unpredictable events. In such case, Explorify will provide an equivalent or better model than the one that is requested in Your order. This constitutes the maximum liability of Explorify.

5.8 Vehicle orientation

You will receive orientation of the motorcycle model you are renting. The orientation will cover all aspects of safe motorcycle operation, the maintenance responsibilities, local and state laws.

5.9 Fuel

Fuel costs are Your responsibility. We claim no responsibility for motorcycle fuel consumption and mileage. You will receive the motorcycle with a Full Tank of fuel and is responsible to return the motorcycle with a full tank of fuel. You may prepay for fuel refill. If prepaid fuel is not purchased and vehicle needs refueling, a \$45 charge will be added.

5.10 Additional Rider

Additional driver is permitted at extra charge according to the LDW option you have chosen. The minimum age for an additional driver is 21 and a valid motorcycle license is required.

5.11 Maintenance Responsibility

You are responsible for checking engine oil levels at each refueling and reporting mechanical failures immediately to Explorify. You may be held responsible for mechanical damage due to negligence in motorcycle operation or failure to provide normal maintenance. **Note:** You are under no circumstance authorized any service and/or repair work on the vehicle. All service/maintenance must be performed at an authorized dealer by certified personnel.

5.12 Restrictions

A Violation of the listed restrictions voids all Theft & Damage Waivers (sect. 3.16) and You will be held liable for damages. Road Restriction: Rental street motorcycles are not allowed on gravel roads, beaches, logging or other non-public roads. Mexico Restriction: Clients cannot enter Mexico on a USA bike without written authorization. Furthermore, additional insurance is required. Death Valley WARNING: Entering Death Valley during the months of June & August is dangerous and not recommended. Iron butt restrictions: Utilization of vehicles for Iron Butt activities is strictly forbidden. Mileage restrictions: Maximum permitted mileage per rental day is 500 miles.

5.13 Pick-Up Time

Pick-up of Your rental motorcycle is accepted during the rental location's business hours. Pickups are not honored after 4:30 pm.

5.15 Return policy/Late return

Return Time of rental motorcycle is accepted during the rental location's business hours. One rental day is based on a 24-hour rental period starting from the time of pick-up. For rentals, we apply a 59-minute grace period for returns. If you return the vehicle more than 59 minutes from the scheduled drop-off date and time, you will be charged an additional rental day. Vehicles that are returned after hours, or when the store location is closed, will not be checked-in until the next business day. Customers are responsible for the vehicle until the check-in is completed on the next business day. No refunds for early motorcycle returns are granted.

5.16 Insurance and Protection

You are responsible for all damage or loss you cause to the Vehicle and to others. You agree to provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. We also provide an insurance policy ("**Policy**") that covers automobile liability coverage for bodily injury and property damage to third parties with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of the state whose laws apply to the loss. Any insurance we are required to provide is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. **You and we reject PIP, medical payments, no-fault, uninsured and under-insured motorist coverage.** To the extent such protection is imposed by operation of law, that protection will be for the

minimum limits required by applicable law. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. Coverage under the Policy is void if you give the Vehicle to an unauthorized driver or otherwise materially breach this

Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report. You are not insured for vehicle Damage or Theft. We offer several options from upgrading your Liability or Damage Waiver (sect. 5.17). Please carefully check your insurance coverage with your insurance provider and/or from your credit card company. Because motorcycle rentals are considered an exotic rental most credit cards and insurance do not provide the same coverage as they do with normal car rentals.

You understand that insurance coverage does not apply when the vehicle is operated by persons other than the Renter or if the Renter operates the vehicle while under the influence of drugs or alcohol and Renter will be personally responsible for all claims and damages resulting from such operation.

5.17 Loss/Theft Damage Waiver Coverage (LDW)

All Loss/Theft Damage Waivers (LDW) and Supplemental Liability Insurance options are subject to the specified terms and conditions of the rental contract and do not include coverage for injury, personal property, or damage as the result of negligence such as illegal use or use of rental while under the influence of drugs or alcohol. A Police Report is required for all accidents resulting in damage or injury. **All damage to a rented motorcycle or car without a police report will be considered to be the responsibility of the Renter.**

Specified below are the LDW options:

	NO Coverage purchased	Loss/Theft & Damage Waiver	Zero Loss/Theft & Damage Waiver
Daily Rate		\$25/Day	\$35/Day
Theft (Covers Theft of Motorcycle and motorcycle accessories provided motorcycle was locked with all locks supplied from us. Does NOT include personal belongings left on motorcycle or in saddlebags.)	Renter pays Full Retail Value of Motorcycle	\$2.500 deductible Renter pays Up to \$5,000 per occurrence.	\$1.000 deductible Renter pays Up to \$1.000 per occurrence.
Damage (covers any and all accidental; non-negligent, damage to motorcycle and motorcycle accessories)	Renter pays Full Retail Value of ALL damages	\$2.500 deductible Renter pays Up to \$2.500 per occurrence.	\$0 deductible Renter pays \$0
Personal Property Loss Protection (In the event of theft or damage to personal property and belongings.)	Not included	Not included	Not included
Additional Driver Renters are fully covered when exchanging rental motorcycles within your riding group.	Not included	Not included	Not included
Flat Tire Coverage	Not included	Not included	Covers tire repair/labor. Towing is covered up to an amount of \$100 per occurrence
Security Deposit	\$5.000,-	\$2.000,-	\$250,-

5.15 SUPPLEMENT LIABILITY INSURANCE (SLI)

Supplemental Liability Insurance (SLI) provides supplemental third-party liability insurance at limits excess of state-required minimum financial responsibility limits. Note: SLI is supplemental and secondary to all other available insurance where permitted by law. **NB:** SLI is only available at participating license US locations.

We offer and SLI \$300,000 Upgrade Coverage.

5.19 Roadside assistance

Roadside Assistance Coverage provides towing and roadside assistance by an approved vendor if your motorcycle becomes inoperable. Your benefits include emergency road service towing (within 30 miles of occurrence), emergency fuel delivery (up to 2 gallons) and jump start services. If you purchase Roadside Assistance, we will waive the cost of any approved tow or roadside assistance service up to the amount of \$400 USD per incident.

5.20 Customer's Acknowledgement

By ordering one of our rentals, tours and/or travels, You acknowledge that You understand that riding or driving a motorized vehicle (e.g. motorcycle or car) involves risks, and that everyone travels, drives or rides at their own risk and that the organizers and their partners cannot be sued or otherwise held liable for any accident, loss or damage during the associated travel or rental. You also expressly accept and submit to Explorify's "Waiver of Liability", "Release of liability", "Acknowledgments and Assumption of Risk" and "Participant Statement and Release Form", **specified in Section 13, 18 and 19**. Explorify cannot accept rental customers or travelers who do not fully comply with Our "Rental Agreement" and/or Explorify "Participant Statement and Release Form".

5.21 Personal & Medical Insurance

You must have a valid travel and/or medical insurance. Because of the risks associated with motorized vehicle driving, we recommend that You buy adequate travel, health and accident insurance with extended coverage for Your rental, as well as Tour Cancellation Insurance. And remember: Always carry the insurance card with You.

All claims should be directed to Your individual insurance companies, not to Explorify.

5.22 Proof of Identity

Your order at Explorify is personal and cannot be transferred to another person. On request, You must be able to present a valid Photo ID. You are also responsible for obtaining all required travel documents, including visas and passports, and to follow all laws, regulations and other regulatory provisions related to travel in all countries with which you have contact during your rental and any related travel. Explorify is not liable for the consequences to travelers who have failed to obtain such necessary documents or visas or to comply with such rules, laws and regulations.

Explorify Rentals reserves the right to refuse to take on customers who, on demand, cannot produce a valid Photo ID or necessary travel documents such as passport or visa.

If children under 18 years old will be travelling with adults other than their parents/guardians, please note that certain destinations require written parental consent. For further info, You can contact the embassy of the country concerned.

5.23 Helmet (included)

Open half (shell) helmets are provided with motorcycle rentals and tours. We encourage You to bring Your own helmet(s) to ensure comfort and proper fit. Helmets may be purchased at many locations where the bikes are rented.

5.24 Storage

For mc rental/ tour customers, Explorify will provide storage for additional luggage at the pick-up location while on rental. You store your luggage at your own risk. Explorify assumes no responsibility for lost, stolen or damaged items.

5.25 Late Fees

Payments not made when due will accrue interest at the rate of 1.5% per month, or at the maximum applicable legal rate, if different.

5.26 Special Needs

If You have any special needs/requests regarding Your travel, please contact Explorify' customer service, Tel.: +1-(800) 284-8482, to book your rental so that Explorify can try to accommodate Your specific needs.

6. Information Provided on the Web Shop

We strive to provide our customers with as accurate information about our rentals, travel services and products as possible. We do, however, disclaim any typographical or technical errors in text, prices and images that may occur, which may result in a situation where we cannot deliver according to the information available on our Web Shop, advertisements, marketing or otherwise.

7. Pricing

The total cost of Your purchase will appear on your order confirmation, subject to the below provisions.

8. Personal Information / Privacy Policy

We collect, process and use only the personal information You provide to Us which is necessary for us to fulfill our obligations to You. In cases where we process personal information for other purposes, for example, to send you details of special offers, this is done only when you have agreed to it. Before you agree, you will be informed of what information is used and by whom.

We reserve the right to run a credit check on You. You authorize Us to run a credit check and You agree to provide us with such information as is necessary to do so, including Your passport number, CPR, CVR or Social Security

number, or equivalent and date of birth to verify that our customers are over 18 years, and that those who shall participate as vehicle drivers are above 21 years of age.

Your personal information will only be disclosed to others when:

- * You have consented to such disclosure, or
- * When it is necessary for Us to fulfill our agreement to You, or
- * When required by law.

If You have questions about personal data relating to You, or wish to exercise Your right to block or delete such data under the Personal Data Act, please contact Us via mail info@explorifyrentals.com

9. Condition and Return of Vehicle.

You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If you wish to extend the Rental Period, you must return the Vehicle to our rental office for inspection and written amendment by us before the due-in date. If the Vehicle is returned after closing hours, you remain responsible for the loss of, and any damage to, the Vehicle until we inspect it upon our next opening for business, and Charges will continue to accrue. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels, and return the Vehicle with at least the same amount of fuel as when rented. **Any vehicle not returned within four hours of the return time specified above will be reported to the police as stolen.** YOU waive all claims against US for any consequences ensuing from you making such report. Failure to return the vehicle may constitute a felony punishable by up to five years in prison.

We reserve the right to charge you extra if you have not removed the following when returning the rental bike:

- Flags, stickers, tape marks, glue residues, etc
- Rubber marks after shoes etc. on mufflers
- Garbage, foods etc. in the saddle bags and top box. These must be completely empty.

10. Responsibility for Vehicle Damage or Loss; Reporting to Police.

You are responsible for all damage to or loss or theft of the Vehicle, including damage caused by weather, acts of god or terrain conditions. Subject to the law in the jurisdiction where the Vehicle was rented, your responsibility will include: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which is measured by multiplying your daily rental rate either by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty; (c) an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$50 fee; \$251-\$500 damage=\$75 fee; \$501-750 damage=\$100 fee; \$751-1500 damage=\$150 fee; \$1501-2500 damage=\$200 fee; over \$2500 damage=\$250 fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

If You believe your responsibility for the Loss is covered by your own insurance or my charge card issuer, You will provide Us Your insurer and policy number or card issuer and its insurer. You authorize us to collect the Loss directly from the insurer. You also authorize US to collect the Loss directly from a third party responsible for the Loss. WE will refund any sum we collect in excess of the Loss.

In case you are involved in an accident you are obliged to contact the Us immediately. In case of personal injury, call the local emergency phone number 911 (US), 111 (New Zealand). Ensure that all persons involved receive the help and/or supervision they need, and make sure to get Police report of the incident. Secure documentation and take photos from the accident, people involved, vehicles, etc. **NOTE:** All damage to motorcycles/vehicles is automatically considered as the renter's responsibility if a "Police Report" is not obtained from the accident/incident.

11. Your rights if you damage your rental bike/vehicle

If you are hit by another person or vehicle and the incident is not your responsibility, the We will provide you with a new vehicle as soon as possible. If you are at fault, your lease and insurance are immediately terminated and the We will secure the vehicle for inspection, repair etc. If you are at fault, you are responsible for all damage you incur to third party cycles and your own motorcycle/vehicle, provided you have not purchased insurance with adequate coverage (LDW Zero, SLI 300K, SLI \$1 mill). If you are at fault, and We can quickly prepare your vehicle for safe and secure

driving, you can request to continue the rental on the same vehicle (this is not a right and must be clarified with the Us). If your vehicle is no longer drivable, and you want to continue the rental, you will have to rent a new vehicle and buy new insurance, given that We give you the opportunity to do so. Explorify will prioritize safety and a good rental experience for you and the others in your tour group.

12. Prohibited Uses.

The following uses of the Vehicle are prohibited and are material breaches of this Agreement. The Vehicle shall not be operated or used: **(a) by anyone who is not an Authorized Driver, or by anyone whose driver's or other operator's license is suspended in any jurisdiction; (b) by anyone under the influence of prescription or non-prescription drugs or alcohol; (c) by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law, other than a minor traffic violation; (e) while pushing or towing anything, or in any race, speed test or contest, or while teaching anyone to drive the Vehicle; (f) while carrying dangerous or hazardous items or illegal materiel in or on the Vehicle; (g) outside the geographic limitations indicated elsewhere in this Agreement; (h) if the odometer has been tampered with or is connected; (i) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (j) to commit a willful, wanton or reckless act; (k) by anyone who is sending an electronic message, including text (SMS) messages or emails, while operating the Vehicle; or (l) in violation of any "Rules of the Road," vehicle safety and operations training, or other similar materials that we provide to you at the time of rental.** The following uses of the Vehicle are prohibited and are material breaches of this Agreement. The Vehicle shall not be operated or used: **(a) by anyone who is not an Authorized Driver, or by anyone whose driver's or other operator's license is suspended in any jurisdiction; (b) by anyone under the influence of prescription or non-prescription drugs or alcohol; (c) by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law, other than a minor traffic violation; (e) while pushing or towing anything, or in any race, speed test or contest, or while teaching anyone to drive the Vehicle; (f) while carrying dangerous or hazardous items or illegal materiel in or on the Vehicle; (g) outside the geographic limitations indicated elsewhere in this Agreement; (h) if the odometer has been tampered with or disconnected; (i) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (j) to commit a willful, wanton or reckless act; (k) by anyone who is sending an electronic message, including text (SMS) messages or emails, while operating the Vehicle; or (l) in violation of any "Rules of the Road," vehicle safety and operations training, or other similar materials that we provide to you at the time of rental.**

13. WAIVER OF LIABILITY.

By confirming an order to Explorify on www.explorify.com and/or www.explorifyrentals.com, You accept our Terms and Conditions, and declare that You fully commit to the below "WAIVER OF LIABILITY":

By confirming your order & Our Terms & Conditions YOU RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO HOLD US, EXPLORIFY Motorcycle Rentals LLC, JOYRIDES TOURS INC, AND ITS AFFILIATED COMPANIES, AND EACH OF OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS (COLLECTIVELY, "RELEASED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LEGAL PROCEEDINGS, WHETHER CIVIL OR CRIMINAL, PENALTIES, FINES, OR OTHER SANCTIONS, THAT MAY HAVE ACCRUED OR MAY ACCRUE IN THE FUTURE AGAINST ANY RELEASED PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING IN ANY RESPECT TO THE RENTAL OR PERATION OF THE MOTORCYCLE BY YOU OR ANY OTHER PERSON. THIS WAIVER AND RELEASE WILL INCLUDE, BUT NOT BE LIMITED TO, ANY INJURY, DAMAGE OR LOSS TO YOUR PERSON OR PROPERTY WHICH MAY BE (A) CAUSED BY ANY ACT, OR FAILURE TO ACT, BY ANY RELEASED PARTY OR (B) SUSTAINED BY YOU BEFORE, DURING, OR AFTER THE RENTAL. THIS WAIVER AND RELEASE DOES NOT RELEASE YOU FROM ANY LIABILITY THAT IS CAUSED BY YOUR INTENTIONAL MISCONDUCT OR FROM ANY OTHER LIABILITY THAT CAN NOT BE EFFECTIVELY RELEASED BY YOU UNDER APPLICABLE LAW. THIS WAIVER AND RELEASE IS IN ADDITION TO, AND IS NOT INTENDED TO LIMIT IN ANY MANNER, THE MOTORCYCLE RENTAL RELEASE OF LIABILITY EXECUTED BY YOU ALONG WITH THIS AGREEMENT. IN THE EVENT THAT THE TERMS OF THIS WAIVER AND RELEASE AND THE MOTORCYCLE RENTAL RELEASE OF LIABILITY CONFLICT IN ANY MANNER, THE TERMS OF THE MOTORCYCLE RENTAL RELEASE OF LIABILITY WILL GOVERN.

14. Your Property.

You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

15. Miscellaneous.

No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

16. Force majeure

If the execution of Your booked tour is hindered or prevented (or in the opinion of Explorify and Partners is likely to be hindered or prevented) by war, hostilities, blockage, ice, weather conditions, labor conflicts, strikes, restraint of Princes, Rulers or People, seizure under legal process, breakdown of vehicles, illness, pandemic, congestion, local and/or national government regulations and/or restrictions, travel regulations and/or restrictions or any other cause whatsoever, Explorify may cancel Your proposed tour without liability to refund any payments or fares paid in advance.

17. Disputes

The parties shall attempt to resolve any disputes amicably.

Provided the Parties are not able to agree upon an amicable settlement within a reasonable time and no later than thirty (30) calendar days after initiation of settlement discussions, the dispute, controversy or claim arising out of or in relation to these Terms and Conditions, and including disputes regarding the validity of this Article concerning venue, shall be resolved through the procedures of the American Arbitration Association (the "AAA"). The place of Arbitration shall be within Orlando County, Florida, USA, unless the parties mutually agree otherwise. Provided the dispute in question amounts to Two Hundred and Fifty Thousand US Dollars (US \$250,000) or less, the Arbitration Panel shall consist of one (1) arbitrator. Provided the dispute in question exceeds Two Hundred and Fifty Thousand US Dollars (US \$250,000), the Arbitration Panel shall consist of three (3) arbitrators. The Arbitration Panel shall award the prevailing Party compensation for reasonable attorneys' fees and costs. In agreeing to this arbitration provision, the Parties understand and acknowledge, and willingly agree, that they are waiving any right they may have to a court or jury trial. Despite the arbitration procedure agreed upon above, the Parties shall not be precluded from seeking preliminary injunctions or other equitable relief via the appropriate judicial authority, where warranted.

Claims that are statutorily barred from being resolved by arbitration shall be resolved by the Florida Court in Orlando County having venue over the dispute. The prevailing Party shall be entitled to reasonable attorney's fees and costs.

18. By confirming an order to Explorify on www.explorify.com and/or www.explorifyrentals.com, You accept our Terms and Conditions, and declare that You fully commit to the below "Release of liability":

MOTORCYCLE RENTAL RELEASE OF LIABILITY **MOTORCYCLE PASSENGER RELEASE OF LIABILITY**

YOU, the undersigned, on YOUR behalf and on behalf of YOUR heirs, personal representatives, successors and assigns (collectively "Heirs and Assigns"), in consideration of the rental of a motorcycle from and the permission to ride, as an Operator or as a Passenger, a motorcycle (the "Motorcycle") owned and/or provided by EXPLORIFY MOTORCYCLE RENTALS, LLC, (the "Rental Company/Operator"), **RELEASE AND DISCHARGE** the Rental Company/Operator, EXPLORIFY MOTORCYCLE RENTALS, LLC and JoyRides Tours Inc. ("JoyRides") and each of its each of their respective affiliates, subsidiaries, officers, directors, employees, members, sponsors, promoters, dealers, distributors, affiliated and agents, including but not limited to JoyRides AS (collectively the "Released Parties") from **ANY AND ALL CLAIMS, DEMANDS, RIGHTS AND CAUSES OF ACTION ("Claims") OF ANY KIND WHATSOEVER WHICH YOU OR ANY OF YOUR HEIRS AND ASSIGNS NOW HAVE OR LATER MAY**

HAVE AGAINST ANY OF THE RELEASED PARTIES RESULTING FROM OR ARISING OUT OF YOUR RENTAL OR ANY USE BY ANY PERSON OF THE MOTORCYCLE, REGARDLESS OF WHETHER SUCH CLAIMS RELATE TO THE DESIGN, MANUFACTURE, REPAIR, OPERATION OR MAINTENANCE OF THE MOTORCYCLE OR THE CONDITIONS UNDER WHICH THE MOTORCYCLE IS USED.

YOU acknowledge and understand that this Release **EXTENDS TO AND RELEASES AND DISCHARGES ANY AND ALL CLAIMS** YOU or any of YOUR Heirs and Assigns have or may have against any of the Released Parties arising out of YOUR rental or any use by any person of the Motorcycle, including without limitation all such Claims resulting from the **NEGLIGENCE** of any of the Released Parties or arising from **STRICT PRODUCT LIABILITY** or resulting from any **BREACH OF ANY EXPRESS OR IMPLIED WARRANTY** by any of the Released Parties, and regardless of whether such Claims now exist or hereafter arise or are known or unknown, contingent or absolute, liquidated or unliquidated or foreseen or unforeseen or arise by operation of law or otherwise.

YOU acknowledge and understand that by signing this Release YOU and YOUR Heirs and Assigns **AGREE NOT TO SUE** any or all of the Released Parties for any injury or death to yourself, your property, any other person or such person's property resulting from or arising out of your rental or any use by any person of the Motorcycle. IF, DESPITE THIS RELEASE, YOU OR ANY OF YOUR HEIRS AND ASSIGNS MAKES A CLAIM AGAINST ANY OF THE RELEASED PARTIES, YOU OR YOUR HEIRS AND ASSIGNS, AS APPROPRIATE, AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES AND THEIR INSURANCE CARRIER, AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ATTORNEYS' FEES, LOSS, LIABILITY, DAMAGE, OR COSTS THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE RELEASED PARTIES, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE.

YOU acknowledge that YOU have been advised of and agree to waive on YOUR behalf and on behalf of YOUR Heirs and Assigns, and fully understand the effect of such waiver, all benefits flowing from any FLORIDA and/or FLORIDA statute or the statute of any other state which would otherwise limit the scope of this Release.

YOU sign this Release by confirming YOUR order on www.explorify.com and/or www.explorifyrentals.com, YOU certify that YOU have read this Release and fully understand it, that YOU are not relying on any statements or representations of any of the Released Parties and that YOU have been given the opportunity and sufficient time to read and ask questions regarding this Release. YOU further certify that YOU will not operate the Motorcycle nor ride as a passenger on the Motorcycle if YOU are, or if the operator of the Motorcycle is, under the influence of drugs, alcohol or any other substance known to impair driving ability.

To the extent that the scope of this Release is unenforceable in any jurisdiction, such scope will, as to such jurisdiction only, be automatically limited to the extent necessary to make this Release enforceable in such jurisdiction, without invalidating any other portion of this Release.

YOU HAVE READ THIS RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS BY COMMITTING TO IT, AND HAVE COMMITTED TO IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO YOU AND INTEND YOUR SIGNATURE (ORDER BOOKING) TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

You hereby certify that You have read this Release Form in its entirety. Confirming my purchase to Explorify indicates that You fully understand it and agree to its contents.

19. By confirming an order to Explorify on www.explorify.com and/or www.explorifyrentals.com, You accept our Terms and Conditions, and declare that You fully commit to the below Acknowledgement and "Assumption of Risk":

ACKNOWLEDGMENTS AND ASSUMPTION OF RISK

EXPLORIFY MOTORCYCLE RENTALS, LLC ("Rental Company/Operator") has agreed to rent to me and/or has agreed to permit me to operate or ride on a motorcycle owned by Rental Company/Operator (the "Motorcycle").

I fully understand and acknowledge that operating or riding on a motorcycle is an activity which has its own unique risks and that serious injury or death could result from operating or riding on the Motorcycle through no fault of my own. **I EXPRESSLY AGREE TO ASSUME THE ENTIRE RISK OF ANY ACCIDENTS OR PERSONAL INJURY, INCLUDING DEATH, WHICH I MIGHT SUFFER AS A RESULT OF MY OPERATING OR RIDING ON THE MOTORCYCLE.** I further agree to assume the entire risk of any property damage which might occur as a result of my operating or riding on the motorcycle.

If I am the operator of the Motorcycle, I possess the skill, knowledge, confidence, and experience on motorcycles the size of the Motorcycle to operate the Motorcycle in a safe manner, and I hold a current valid motorcycle operator's license in the state in which I reside.

I am not under the influence of alcohol, drugs, other illegal substances, or any medications at this time, which may impair my judgement or ability to operate or ride on the Motorcycle. I agree that I will not operate or ride on the Motorcycle while under the influence of alcohol, drugs, other illegal substances or such medications.

I have examined the Motorcycle and have been given an opportunity to ask questions regarding the operation of or riding on the Motorcycle. I am satisfied that the Motorcycle is in good operable condition and that I fully understand how to operate or ride on the Motorcycle.

I will not allow any other person to operate or ride on the Motorcycle for any reason unless he is specifically permitted to do so by Rental Company/Operator. I agree to operate or ride on the Motorcycle safely, defensively and within the limits of the law and my abilities. I will only operate or ride on the Motorcycle on public highways and roads.

If I am the operator of the Motorcycle, I agree to personally confirm that all passengers have signed and agreed to the terms of a **Motorcycle Passenger Release of Liability and an Acknowledgements and Assumption of Risk** before I allow them to ride on the Motorcycle.

Accurate Head Measurement

I understand that, using a tape measure, I should measure around my head just above my eyebrows and ears to obtain my nominal helmet size in inches or centimeters. Use of the conversion chart below may be necessary to determine the best helmet size for me. I acknowledge that the accurate fitting of my motorcycle helmet is of utmost importance. A poorly fitting helmet will give much less protection, or may even part company with my head in the event of an accident.

Worth Remembering

I have fastened my chinstrap and ensured that the helmet does not slip from side to side. I understand that if I bend my head forward to try to remove the helmet with the chinstrap in place, and the helmet moves or slips off my head, I need a smaller size. Helmet linings almost always compress, so a new helmet on first fitting should feel a little tighter than snug.

Cm	Inches	UK	Universal	USA
53	21	6 1/2	X-Small	6 5/8
54	21 1/4	6 5/8	Small	6 3/4
55	21 3/4	6 3/4	Small	6 7/8
56	22 1/8	6 7/8	Medium	7
57	22 1/2	7	Medium	7 1/8
58	22 7/8	7 1/8	Med/Large	7 1/4
59	23 1/4	7 1/4	Large	7 3/8
60	23 3/4	7 3/8	Large	7 1/2
61	24 1/4	7 1/2	X-Large	7 5/8
62	24 1/2	7 5/8	X-Large	7 3/4
63	24 7/8	7 3/4	XX-Large	7 7/8

I acknowledge that it is my responsibility to determine which helmet size best fits my head and that the Rental Company/Operator is not responsible to determine my proper helmet size. The conversion chart provided above, and any assistance provided by the Rental Company/Operator in choosing a proper fitting helmet are not a substitute for me determining my proper helmet size by trying on helmets and feeling the fit of the helmet. If the Rental Company/Operator has provided me a helmet, I acknowledge that the Rental Company/Operator has provided me with the helmet size I requested and that the helmet fits me properly. If I am using a helmet provided by me or any person other than the Rental Company/Operator, I acknowledge that the helmet fits me properly.

I agree to wear at all times, and, if I am the operator of the Motorcycle, I will require any passengers on the Motorcycle to wear at all times, a properly fitted motorcycle helmet (my own or one provided by Rental Company/Operator) that has been approved by the D.O.T. (or, if outside the U.S.A., the appropriate local government authority).