RVFMS Subscription Agreement and Terms of Service

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This RVFMS Subscription Agreement and Terms of Service (the "Agreement") is between Stress Free Group LLC, doing business as RVFMS ("RVFMS," "we," "us"), and the company or person that accepts it ("Subscriber," "you"). It governs access to and use of the RVFMS fleet management software, the rvfms.com website, and related services (together, the "Service").

By checking the box, signing, or using the Service, you agree to this Agreement. If you accept on behalf of a company, you confirm you are authorized to bind that company. If you do not agree, do not use the Service.

1. Definitions

"Account" means the separate RVFMS workspace created for Subscriber, including its users, settings and data.

"Listing" means each vehicle, trailer, recreational vehicle or other rental property that is active or listed as available for rent in Subscriber's Account at any time during a billing period. Each Listing counts once, regardless of how many channels it is listed on.

"Reservation Gross" means the total amount charged to a customer for a booking managed in or through the Service, including rental charges, fees and add-ons, whether paid by card, bank transfer, cash, a third-party platform or any other method, excluding refundable security deposits that are returned to the customer and taxes collected on behalf of a government authority.

"Subscriber Data" means data Subscriber or its users enter into or import to the Service, including information about vehicles, owners, renters and bookings.

"Users" means Subscriber's employees, contractors, vehicle owners and renters whom Subscriber invites or permits to access the Account.

2. Accounts and users

Each Subscriber receives its own Account, kept separate from every other subscriber's Account. Subscriber is responsible for all activity in its Account, for the accuracy of information it provides, for maintaining the confidentiality of login credentials, and for Users' compliance with this Agreement.

Subscriber must promptly notify RVFMS of any unauthorized access to its Account. Users must be at least 18 years old to administer an Account.

3. Plans, Listings and fees

Fees consist of (a) a recurring platform fee based on Subscriber's plan tier and (b) a transaction fee equal to the plan's percentage of Reservation Gross. Plan tiers are determined by the number of Listings. The current tiers and rates (Starter, Standard, Professional, Max and Enterprise) are published at rvfms.com/pricing and on Subscriber's order. Enterprise pricing, transaction rate and Listing limits are as stated in Subscriber's Enterprise order.

If Subscriber's Listing count exceeds its tier during a billing period, RVFMS may move Subscriber to the applicable tier for that period and later periods, with the corresponding platform fee and transaction rate.

Monthly plans are priced higher than annual plans. Annual plans are billed in advance for the full year. Monthly plans are billed in advance and renew automatically on the 25th of each month for the following calendar month; the first monthly charge is prorated to that schedule. Transaction

fees are calculated on Reservation Gross for bookings with start dates in the billing period and are billed monthly in arrears, unless the order states otherwise.

Fees are in U.S. dollars and exclude taxes. Subscriber is responsible for all sales, use and similar taxes on the fees, other than taxes on RVFMS's income.

4. Pricing changes and promotions

Prices, transaction rates, promotions and plan features are subject to change. RVFMS may adjust pricing, offer limited-time promotions, special rates or discounts, and apply price increases at its discretion. A change to the fees for an active subscription takes effect at the start of Subscriber's next billing period after at least thirty (30) days' notice by email or in the Service. Promotional pricing applies only for the period and terms stated in the promotion.

Free trial: the Starter plan includes a fourteen (14) day free trial. No platform fee is charged until the trial ends; Subscriber may cancel before then without charge.

Free months: where a promotion includes free months with annual billing (including the January 2027 launch offer for annual plans signed up for and paid by March 1, 2027), the free months are added to the end of the paid annual term and extend the date of the next renewal. Free months have no cash value and are not refundable. RVFMS sends a renewal notice with Subscriber's last paid month, together with any new promotions then available. RVFMS may change or end free-month promotions for future terms.

5. Payment method and billing authorization

Subscriber must keep a valid primary payment method on file, which may be a U.S. bank account (ACH debit) or a credit or debit card, and may add a backup payment method. Subscriber authorizes RVFMS and its payment processor (currently Stripe) to charge the primary payment method for all fees when due and, if a charge to the primary payment method fails, to charge the backup payment method. This authorization remains in effect until Subscriber removes the payment method or the Agreement ends and all amounts are paid.

For bank account payments, Subscriber authorizes electronic debits (and credits to correct errors) to the account provided, consistent with NACHA rules. Subscriber may revoke this authorization by updating its payment method in the Service or by notice to RVFMS, which does not relieve Subscriber of fees already owed.

If payment fails, RVFMS may retry the charge, charge the backup payment method, and, if amounts remain unpaid ten (10) days after notice, suspend access to the Service until paid. Returned bank payments may incur a fee of up to $25 per return, or the maximum permitted by law if lower.

Except as stated in Section 9 or required by law, fees are non-refundable, including for partial periods and unused Listings.

6. Subscriber responsibilities

RVFMS provides software only. RVFMS is not a rental company, dealer, insurer, broker, escrow agent or payment facilitator, and is not a party to Subscriber's agreements with vehicle owners or renters. Subscriber is solely responsible for its rental agreements and policies, vehicle condition and safety, insurance, licensing and permits, damage and deposit decisions, owner payouts, chargebacks and disputes with its own customers, taxes, and compliance with all laws that apply to its business, including consumer protection, privacy, payments and anti-discrimination laws.

Payments that Subscriber collects from its customers through connected processors are processed under Subscriber's own merchant or processor account and that processor's terms.

7. Acceptable use

Subscriber will not, and will not permit anyone to: (a) use the Service unlawfully or to send spam or harmful content; (b) access another subscriber's Account or data; (c) probe, scan or test the vulnerability of the Service or bypass its security; (d) copy, resell, sublicense, frame or reverse engineer the Service except as permitted by law; (e) use the Service to build a competing product; or (f) upload data Subscriber has no right to use.

8. Subscriber Data and privacy

Subscriber owns Subscriber Data. Subscriber grants RVFMS a limited license to host, copy, process and display Subscriber Data to provide, secure and support the Service and as Subscriber directs, including through integrations Subscriber enables. RVFMS may use aggregated, de-identified data that does not identify Subscriber or any individual to operate and improve the Service.

Subscriber is responsible for having the rights and consents needed to provide Subscriber Data, including personal information about owners and renters, and for providing any required notices to them. RVFMS will use reasonable administrative, technical and physical safeguards designed to protect Subscriber Data.

After the Agreement ends, Subscriber may export its Subscriber Data for thirty (30) days. After that period RVFMS may delete it, except copies kept in routine backups or as required by law.

9. Term, cancellation, suspension and termination

The Agreement starts when accepted and continues for the plan term. Plans renew automatically for successive terms of the same length unless cancelled as described below.

Monthly plans: Subscriber must give at least thirty (30) days' written notice to cancel, in the Service or by email. Cancellation takes effect at the end of the calendar month following the month in which notice is given, and the monthly fee for that final month remains due. Annual plans: Subscriber must give at least thirty (30) days' written notice before the end of the current term (including any free months); cancellation takes effect at the end of that term. Notice given later takes effect at the end of the following term.

RVFMS may suspend or terminate any Account or this Agreement at its sole discretion, with or without cause, and with or without notice. If RVFMS terminates without cause, RVFMS will refund any prepaid platform fees for the unused portion of the current term. No refund is due when RVFMS suspends or terminates for non-payment, breach of this Agreement, misuse of the Service, or conduct RVFMS reasonably believes creates legal, security or reputational risk.

On termination, Subscriber's right to use the Service ends, and all unpaid fees become due. Sections that by their nature should survive termination will survive.

10. Third-party services and integrations

The Service can connect to third-party services Subscriber chooses, such as payment processors, accounting software, calendars, booking platforms and the P2PRVS marketplace. Those services are governed by their own terms. RVFMS is not responsible for third-party services, their availability, or data they send or receive, and may change or discontinue integrations.

11. Early access and beta features

Features labeled early access, beta or preview are provided as-is, may change or be withdrawn, and may not be covered by support commitments.

12. Intellectual property and feedback

RVFMS and its licensors own the Service, including all software, designs and content, and all improvements to them. Except for the limited right to use the Service under this Agreement, no rights are granted to Subscriber. If Subscriber gives suggestions or feedback, RVFMS may use them without obligation.

13. Confidentiality

Each party will protect the other's non-public information disclosed in connection with the Service with reasonable care and use it only to perform under this Agreement, except information that is public, already known, independently developed, or required to be disclosed by law.

14. Disclaimer of warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, RVFMS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, OR THAT CALCULATIONS, STATEMENTS OR REPORTS WILL BE ERROR-FREE. SUBSCRIBER IS RESPONSIBLE FOR REVIEWING OWNER STATEMENTS, PAYOUTS, INVOICES AND TAX AMOUNTS BEFORE RELYING ON THEM.

15. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, RVFMS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, BOOKINGS, DATA OR GOODWILL, EVEN IF ADVISED OF THEIR POSSIBILITY. RVFMS'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES SUBSCRIBER PAID TO RVFMS IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

16. Indemnification

Subscriber will defend, indemnify and hold harmless RVFMS, Stress Free Group LLC and their members, officers, employees and agents from any claims, losses, damages, fines and expenses (including reasonable attorneys' fees) arising from Subscriber's rental business, vehicles, owners, renters, Subscriber Data, use of the Service, or breach of this Agreement or applicable law.

17. Electronic signatures and communications

Subscriber agrees that checking the acceptance box and providing a typed or drawn signature constitutes Subscriber's electronic signature, which has the same effect as a handwritten signature under the federal E-SIGN Act and the California Uniform Electronic Transactions Act. Subscriber consents to receive this Agreement, invoices and notices electronically. Subscriber may download or print this Agreement at any time.

18. Changes to this Agreement

RVFMS may update this Agreement. Material changes will be posted at rvfms.com/terms and notified by email or in the Service at least thirty (30) days before they take effect, except changes required by law or for security, which may take effect sooner. Continued use of the Service after the effective date constitutes acceptance. If Subscriber does not agree, Subscriber may cancel before the change takes effect.

19. Governing law and disputes

This Agreement is governed by the laws of the State of California, without regard to conflict-of-laws rules. The parties will first try in good faith to resolve any dispute informally within thirty (30) days of written notice. Any lawsuit arising out of or relating to this Agreement must be brought exclusively in the state or federal courts located in San Diego County, California, and each party consents to that jurisdiction and venue. Either party may seek injunctive relief to protect its intellectual property or confidential information.

20. General

This Agreement, together with any order or plan selection accepted through the Service, is the entire agreement between the parties about the Service and supersedes prior agreements on that subject. If any provision is unenforceable, the rest remains in effect. A failure to enforce a provision is not a waiver. Subscriber may not assign this Agreement without RVFMS's written consent; RVFMS may assign it in connection with a merger, acquisition or sale of assets. Neither party is liable for delays caused by events beyond its reasonable control. The parties are independent contractors.

Notices to RVFMS: Stress Free Group LLC, Attn: RVFMS, 4967 Newport Ave, Ste 12, Box 588, San Diego, CA 92107, or info@stressfreegroup.com. Notices to Subscriber go to the email address on its Account.