

TERMS OF SERVICE

IF YOU RESIDE IN THE UNITED STATES, PLEASE NOTE: SECTION 34 OF THESE TERMS OF SERVICE CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS HOW DISPUTES WITH FELLOW HUNTER ARE RESOLVED. BY ACCEPTING THESE TERMS OF SERVICE, YOU AGREE TO BE BOUND BY THIS ARBITRATION PROVISION. PLEASE READ IT CAREFULLY.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

IN PARTICULAR, LANDOWNERS SHOULD UNDERSTAND HOW THE LAWS WORK IN THEIR RESPECTIVE JURISDICTIONS. LANDOWNERS SHOULD REVIEW LOCAL LAWS BEFORE LISTING LAND ON FELLOW HUNTER.

Last Updated: July 29, 2017

1. Key Terms

Fellow Hunter provides an online platform that connects landowners who have land to list and book with hunters seeking to book such land (collectively, the “Services”), which Services are accessible at www.FellowHunter.com and any other websites through which Fellow Hunter makes the Services available (collectively, the “Site”) and as applications for mobile, tablet and other smart devices and application program interfaces (collectively, the “Application”).

If you are using the Site, Application or Services and you reside in the USA, these Terms of Service are between you and Fellow Hunter, Inc. If you reside outside of the USA these Terms of Service are applicable to you as allowed by local law. Fellow Hunter, Inc. handles any and all payments and payouts conducted through or in connection with the Site, Application or Services (“Payment Services”). Payment Services provided by Fellow Hunter are subject to the Payments Terms of Service (“Payments Terms”).

“Land” means residential and commercial property for hunting.

“Fellow Hunter Content” means all Content that Fellow Hunter makes available through the Site, Application, Services, or its related promotional campaigns and official social media channels, including any Content licensed from a third party, but excluding Member Content.

“Booking” means a limited license granted by the Landowner to the Hunter to enter and use the Listing for the limited duration of the confirmed booking, during which time the Landowner (only where and to the extent permitted by applicable law) retains the right to re-enter the Land, in accordance with the

Hunter's agreement with the Landowner. Please note, as used on the Site, Applications, and Services, "short term hunting lease" and "land lease" have the same meaning as "Booking;" all three terms mean a limited license to enter and use the Land for the duration of the confirmed booking as defined above.

"Booking Period" during the pilot program means all bookings will be accepted by the Landowner.

"Collective Content" means Member Content and Fellow Hunter Content.

"Communication" means an email, message via the Application, text message or telephone.

"Content" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

"Hunter" means a Member who requests from a Landowner a Booking of a Listing via the Site, Application or Services, or a Member who stays at an Land and is not the Landowner for the associated Listing.

"Landowner" means a Member who creates a Listing or agrees to have their property listed and managed by Fellow Hunter during the pilot program via the Site, Application and Services.

"Listing" means a Land that is listed by a Landowner or Fellow Hunter as available for Booking via the Site, Application, and Services.

"Member Content" means all Content that a Member posts, uploads, publishes, submits, transmits, or includes in their Listing, Member profile or Fellow Hunter promotional campaign to be made available through the Site, Application or Services.

"Tax" or "Taxes" mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), transient occupancy taxes, tourist or other visitor taxes, Land or lodging taxes, fees (such as convention center fees) that Land providers may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

2. Terms of Service

By using the Site, Application or Services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application and Services and all Collective Content (defined below), and your participation in the Referral Program (defined below), and constitute a binding legal agreement between you and Fellow Hunter. Please also read carefully our Privacy Policy at www.FellowHunter.com/terms/privacy_policy.

In addition, certain areas of the Site and Application (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions, standards, guidelines, or policies posted or may require you to agree with and accept additional terms and conditions. If there is a conflict

between these Terms and terms and conditions posted for a specific area of the Site, Application, Services, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services, or Collective Content.

If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site, Application or Services. Failure to use the Site, Application or Services in accordance with these Terms may subject you to civil and criminal penalties.

THE SITE, APPLICATION AND SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH LANDOWNERS MAY CREATE LISTINGS FOR LANDS AND HUNTERS MAY LEARN ABOUT AND BOOK LANDS DIRECTLY WITH THE LANDOWNERS. YOU UNDERSTAND AND AGREE THAT FELLOW HUNTER IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN LANDOWNERS AND HUNTERS, NOR IS FELLOW HUNTER A REAL ESTATE BROKER, AGENT OR INSURER. FELLOW HUNTER HAS NO CONTROL OVER THE CONDUCT OF LANDOWNERS, HUNTERS AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES OR ANY LANDS, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IF YOU CHOOSE TO CREATE A LISTING ON FELLOW HUNTER, YOU UNDERSTAND AND AGREE THAT YOUR RELATIONSHIP WITH FELLOW HUNTER IS LIMITED TO BEING A MEMBER AND AN INDEPENDENT, THIRD-PARTY CONTRACTOR, AND NOT AN EMPLOYEE, AGENT, JOINT VENTURER OR PARTNER OF FELLOW HUNTER FOR ANY REASON, AND YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF AND FOR YOUR OWN BENEFIT, AND NOT ON BEHALF OF OR FOR THE BENEFIT OF FELLOW HUNTER. FELLOW HUNTER DOES NOT CONTROL, AND HAS NO RIGHT TO CONTROL, YOUR LISTING, YOUR OFFLINE ACTIVITIES ASSOCIATED WITH YOUR LISTING, OR ANY OTHER MATTERS RELATED TO ANY LISTING, THAT YOU PROVIDE. AS A MEMBER YOU AGREE NOT TO DO ANYTHING TO CREATE A FALSE IMPRESSION THAT YOU ARE ENDORSED BY, PARTNERING WITH, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF FELLOW HUNTER, INCLUDING BY INAPPROPRIATELY USING ANY FELLOW HUNTER INTELLECTUAL PROPERTY.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, APPLICATION OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND RECEIVE OUR SERVICES (INCLUDING, WHERE APPLICABLE, PROGRAMS SUCH AS THE LANDOWNER PROTECTION INSURANCE PROGRAM, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind

that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

3. Modification

Fellow Hunter reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or via the Application and/or provide you notice of the modification by email. We will also update the “Last Updated” date at the top of these Terms. Changes to the Terms will be effective at the time of posting. Your continued access or use of the Site, Application or Services will constitute acceptance of the modified Terms. Additionally, if the modified Terms contain material changes applicable to existing Members (by decreasing your rights or increasing your responsibilities), we will provide you with notice prior to the changes taking effect. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, Application and Services. If you do not close your Fellow Hunter Account you will be deemed to have accepted the changes.

4. Eligibility

The Site, Application and Services are intended solely for persons who are 18 or older. Any access to or use of the Site, Application or Services by anyone under 18 is expressly prohibited. By accessing or using the Site, Application or Services you represent and warrant that you are 18 or older.

For users in the United States, Fellow Hunter will, to the extent permitted by applicable laws and if we have sufficient information to identify a user, obtain reports from public records of criminal convictions or sex offender registrations of the user. For users outside the United States, we may, to the extent permitted by applicable laws and if we have sufficient information to identify a user, obtain the local version of background or registered sex offender checks in our sole discretion. You agree and authorize us to use your personal information, such as your full name and date of birth, to obtain such reports, including from Fellow Hunter’s vendors.

5. How the Site, Application and Services Work

The Site, Application and Services can be used to facilitate the listing and Booking of Lands. Such Lands are included in Listings on the Site, Application and Services by Landowners. You may view Listings as an unregistered visitor to the Site, Application and Services; however, if you wish to book an Land or create a Listing, you must first contract Fellow Hunter to book Land.

As stated above, Fellow Hunter makes available an online platform or marketplace with related technology for Hunters and Landowners to meet online and arrange for Bookings of Lands directly with each other. Fellow Hunter is not an owner or operator of properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or Lands, nor is it a provider of properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or Lands and Fellow Hunter does not own, sell, resell,

furnish, provide, rent, re-rent, manage and/or control properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or Lands or transportation or travel services. Unless explicitly specified otherwise in the Fellow Hunter platform, Fellow Hunter's responsibilities are limited to facilitating the availability of the Site, Application and Services.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE, APPLICATION AND SERVICES ARE INTENDED TO BE USED TO FACILITATE LANDOWNERS AND HUNTERS CONNECTING AND BOOKING LANDS DIRECTLY WITH EACH OTHER. FELLOW HUNTER CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY LANDS. FELLOW HUNTER IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND LANDS. ACCORDINGLY, ANY BOOKINGS WILL BE MADE OR ACCEPTED AT THE MEMBER'S OWN RISK.

6. Land Listings

As a Member, you may create Listings. To create a Listing, you will be asked a variety of questions about the Land to be listed, including, but not limited to, the location, capacity, size, features, and availability of the Land and pricing and related rules and financial terms. In order to be featured in Listings via the Site, Application and Services, all Lands must have valid physical addresses. Listings will be made publicly available via the Site, Application and Services. You understand and agree that the placement or ranking of Listings in search results may depend on a variety of factors, including, but not limited to, Hunter and Landowner preferences, ratings and/or ease of Booking.

Other Users will be able to book your Land via the Site, Application and Services based upon the information provided in your Listing, your Hunter requirements, and Hunters' search parameters and preferences. You understand and agree that once a Hunter requests a Booking of your Land, you may not request the Hunter to pay a higher price than in the Booking request.

You acknowledge and agree that you alone are responsible for any and all Listings and Member Content you post. Accordingly, you represent and warrant that any Listing you post and the Booking of, or a Hunter's stay at, an Land in a Listing you post (i) will not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, or other third party agreements, and (ii) will (a) be in compliance with all applicable laws (such as zoning laws), Tax requirements, Intellectual Property laws, and rules and regulations that may apply to any Land included in a Listing you post (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties. Please note that Fellow Hunter assumes no responsibility for a Landowner's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Fellow Hunter reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Fellow Hunter, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or Fellow Hunter's then-current Policies and Community Guidelines

or Standards, Trademark & Branding Guidelines, or otherwise harmful to the Site, Application or Services.

If you are a Landowner, you understand and agree that Fellow Hunter does not act as an insurer or as your contracting agent. If a Hunter requests a Booking of your Land and stays at your Land, any agreement you enter into with such Hunter is between you and the Hunter and Fellow Hunter is not a party to it.

When you create a Listing, you may also choose to include certain requirements which must be met by the Members who are eligible to request a Booking of your Land, such as requiring Members to have a profile picture or verified phone number, in order to book your Land. Any Member wishing to book Lands included in Listings with such requirements must meet these requirements. More information on how to set such requirements is available via the “Landownering” section of the Site, Application and Services.

You acknowledge and agree that, as a Landowner, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Land at your request or invitation, excluding the Hunter (and the individuals the Hunter invites to the Land, if applicable.)

Fellow Hunter recommends that Landowners obtain appropriate insurance for their Lands. Please review any insurance policy that you may have for your Land carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of or relating to Hunters (and the individuals the Hunter invites to the Land, if applicable) while at your Land. Please also review such policy for any interaction with the Fellow Hunter Landowner Protection Insurance Program, to the extent provided in your jurisdiction.

Fellow Hunter may offer Landowners the option of having photographers take photographs of their Lands. If you as a Landowner choose to have photographer do this, Fellow Hunter shall own all copyrights in photographs taken but these photographs will be made available to you to include in your Listing with a watermark or tag bearing the words “FellowHunter.com Verified Photo” or similar wording (“Verified Images”). You agree that you alone are responsible for ensuring that your Listing is accurately represented in the Verified Images. You alone are responsible for using the Verified Images for your Listing and you warrant that you will cease to use the Verified Images or any other images if such images cease to accurately represent your Listing or if you cease to be a Landowner for the Listing featured. All images, materials and content created by these photographers, including Verified Images, constitute Fellow Hunter Content, regardless of whether you include them in your Listing and you agree not to use them except in your Listing without prior authorization from Fellow Hunter. If your Fellow Hunter Account is terminated or suspended for any reason, you shall not use Verified Images in any way. You agree that Fellow Hunter retains its right to and may use the Verified Images for advertising, marketing, commercial and other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation.

7. No Endorsement

Fellow Hunter does not endorse any Member, Listing or Land. You understand that Verified Images are intended only to indicate a photographic representation of the Land at the time the photograph was taken. Verified Images are therefore not an endorsement by Fellow Hunter of any Member, Listing or Land.

Members are required by these Terms to provide accurate information. Although Fellow Hunter may, for transparency or fraud prevention or detection purposes, directly or through third parties, ask you to provide a form of government identification, your date of birth, and other information, or undertake additional checks and processes designed to help verify or check the identities or backgrounds of Members and/or screen Member information against third party databases or other sources, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.

By registering for an Fellow Hunter Account, you agree that Fellow Hunter may - but is not obligated to - request a consumer report on you from a Consumer Reporting Agency. If we do request a consumer report, we'll request and use it in compliance with applicable law, including the Fair Credit Reporting Act.

Any references in the Site, Application or Services to a Member being "verified" or "connected" (or similar language) only indicate that the Member has completed a relevant verification or identification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by Fellow Hunter about any Member, including of the Member's identity and whether the Member is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Site, Application and Services. We therefore recommend that you always exercise due diligence and care when deciding whether to stay with a Landowner or to accept or preapprove a Booking request from a Hunter, or to have any other interaction with any other Member. Except as provided in the Fellow Hunter Landowner Guarantee Terms and Conditions ("Fellow Hunter Landowner Guarantee"), which is an agreement between Fellow Hunter and Landowners, we are not responsible for any damage or harm resulting from your interactions with other Members.

By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Fellow Hunter with respect to such actions or omissions.

8. Bookings and Financial Terms

Key definitions

“Hunter Fees” means the fee that Fellow Hunter charges a Hunter for the use of the Services, which is calculated as a percentage of the applicable Land Fees. The Hunter Fees will be displayed to the Hunter when the Hunter is asked whether to send a Booking request to a Landowner.

“Landowner Fees” means the fee that Fellow Hunter charges a Landowner for the use of the Services.

“Payment Method” means a payment method that you have added to your Fellow Hunter Account, such as a credit card, debit card or PayPal.

“Service Fees” means collectively the Hunter Fees and the Landowner Fees.

“Total Fees” means collectively the Land Fees and the Hunter Fees plus any Taxes.

9. Bookings and Financial Terms for Landowners

If you are a Landowner and a Booking is requested for your Land you will be required to accept the booking made by Fellow Hunter.

Fellow Hunter Payments will collect the Total Fees from Hunters at the time of the Booking request or upon the Landowner’s confirmation and will initiate payment of the Land Fees (less applicable fees and taxes) to the Landowner at the time and as further described in the Payments Terms.

Each Landowner agrees that Fellow Hunter may, in accordance with the cancellation policy selected by the Landowner and reflected in the relevant Listing, (i) permit the Hunter to cancel the Booking and (ii) refund (via Fellow Hunter Payments) to the Hunter that portion of the Land Fees specified in the applicable cancellation policy.

10. Bookings and Financial Terms for Hunters

The Landowners, not Fellow Hunter, are solely responsible for honoring any confirmed Bookings and making available any Lands reserved through the Site, Application and Services. If you, as a Hunter, choose to enter into a transaction with a Landowner for the Booking of an Land, you agree and understand that you will be required to enter into an agreement with the Landowner and you agree to accept any terms, conditions, rules and restrictions associated with such Land imposed by the Landowner.

You acknowledge and agree that you, and not Fellow Hunter, will be responsible for performing the obligations of any such agreements, that Fellow Hunter is not a party to such agreements, and that, with the exception of Fellow Hunter Payments’ obligations pursuant to the Payments Terms, Fellow Hunter (inclusive of all subsidiaries) disclaims all liability arising from or related to any such agreements.

The Total Fees payable will be displayed to a Hunter before the Hunter sends a Booking request to Fellow Hunter. As noted above, the Landowner is required to confirm all Booking request within the pilot program for the Fall of 2017. Upon receipt of your Booking request, Fellow Hunter Payments may initiate a pre-authorization and/or charge a nominal amount to your Payment Method pursuant to the Payments Terms. If a requested Booking is cancelled (i.e. not confirmed by the applicable Landowner), any

amounts collected by Fellow Hunter Payments will be refunded to such Hunter, depending on the selections the Hunter makes via the Site and Application, and any pre-authorization of such Hunter's Payment Method will be released, if applicable.

You as a Hunter agree to pay the Total Fees for any Booking requested, and in most cases confirmed, in connection with your Fellow Hunter Account or Accepted Guest Checkout Booking. Fellow Hunter Payments will collect the Total Fees pursuant to the Payments Terms.

Once your confirmed Booking transaction is complete you will receive a confirmation Communication summarizing your confirmed Booking.

11. Service Fees and Other Fees

In consideration for the use of Fellow Hunter's online marketplace and platform, Fellow Hunter charges Service Fees. Fellow Hunter Payments collects these Service Fees pursuant to the Payments Terms, and, where applicable, may also collect Taxes (such as VAT in Europe) in respect of the Landowner Fees and Hunter Fees. Fellow Hunter Payments deducts the Landowner Fees from the Land Fees before remitting the balance to the Landowner as described in the Payments Terms. Hunter Fees are, as noted above, included in the Total Fees.

Applicable Hunter Fees, as well as Taxes collected by Fellow Hunter, will be shown to Hunters via the Site and Application at checkout, prior to their submission of a Booking request. And, Fellow Hunter will disclose applicable Landowner Fees to Landowners via the Site and Application. More information on Services Fees can be found at the Fellow Hunter Help Center.

12. General Booking and Financial Terms

A. Cancellations and Refunds

If, as a Hunter, you wish to cancel a confirmed Booking made via the Site, Application and Services, either prior to or after arriving at the Land, the cancellation policy of the Landowner contained in the applicable Listing will apply to such cancellation. Our ability to refund the Land Fees, Hunter Fees and other amounts charged to you will depend upon the terms of the applicable cancellation policy. Details regarding refunds and cancellation policies are available via the Site and Application. The Hunter Fee is non-refundable unless otherwise indicated in the cancellation policy selected by the Landowner. Fellow Hunter Payments will initiate any refunds due pursuant to the Payments Terms.

If a Landowner cancels a confirmed Booking made via the Site, Services, and Application, (i) Fellow Hunter Payments will refund the Total Fees for such Booking to the applicable Hunter pursuant to the Payments Terms and (ii) the Hunter may receive a Communication from Fellow Hunter containing alternative Listings and other related information. If the Hunter requests a Booking from one of the alternative Listings and the Landowner associated with such alternative Listing confirms the Hunter's requested Booking, then the Hunter agrees to pay Fellow Hunter the Total Fees relating to the confirmed Booking for the Land in the alternative Listing, in accordance with these Terms. If a Landowner cancelled

a confirmed Booking and you, as a Hunter, have not received a Communication from Fellow Hunter, please contact Fellow Hunter.

If, as a Landowner, you cancel a confirmed Booking, you agree that Fellow Hunter may apply penalties or consequences to you or your Listing, including (i) publishing an automated review on your Listing indicating that a Booking was cancelled, (ii) keeping the calendar for your Listing unavailable or blocked for the dates of the cancelled Booking, or (iii) imposing a cancellation fee. You will be notified of the situations in which a cancellation fee applies before you decide to cancel.

In certain circumstances, Fellow Hunter may decide, in its sole discretion, that it is necessary or desirable to cancel a confirmed Booking made via the Site, Application and Services. This may be for reasons set forth in Fellow Hunter's Extenuating Circumstances Policy or for any other reason. Fellow Hunter may also determine, in its sole discretion, to refund to the Hunter part or all of the amounts charged to the Hunter in accordance with the Hunter Refund Policy or in connection with a cancellation under Fellow Hunter's Extenuating Circumstances Policy. You agree that Fellow Hunter and the relevant Hunter or Landowner will not have any liability for such cancellations or refunds.

B. Disputes

Members may contact Fellow Hunter at contract@fellowhunter.com for any dispute arising from a booking including request money for refunds, services or damages related to their Bookings. You agree to pay all amounts sent through the in connection with your Fellow Hunter Account, and Fellow Hunter Payments will handle all such payments pursuant to the Payments Terms. When a Member agrees to provide services to another Member to resolve a dispute, both parties acknowledge and agree that they, and not Fellow Hunter, will be responsible for performing their respective obligations of any such agreements, that Fellow Hunter is not a party to such agreements, and that, with the exception of Fellow Hunter Payments' obligations pursuant to the Payments Terms, Fellow Hunter (inclusive of all subsidiaries) disclaims all liability arising from or related to any such agreements and the services or amenities provided.

C. Rounding Off

Fellow Hunter may, in its sole discretion, round up or round down amounts that are payable from or to Hunters or Landowners to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest dollar, euro or other supported currency); for example, Fellow Hunter will round up an amount of 102.00, and 101.00.

Some currencies are denominated in large numbers. In those cases, Fellow Hunter may determine the functional base unit in which those currencies are denominated to be 10, 100 or 1,000 of the currency; the corresponding examples for such currencies would be for Fellow Hunter to round up an amount of 1,045 up to 1,050 and 1,044 down to 1,040, or 35,450 up to 35,500 and 35,449 down to 35,400, or 837,500 up to 838,000 and 837,499 down to 837,000.

D. Booking Modifications

You as a Hunter or Landowner are responsible for any modifications to a Booking that you direct Fellow Hunter Customer Service to make (“Booking Modifications”), and you agree to pay any Land Fees, Hunter Fees, Landowners Fees, Services Fees, and/or Taxes associated with such Booking Modifications.

13. Taxes

Tax regulations may require us to collect appropriate tax information from our Landowners, or to withhold taxes from payouts to Landowners, or both. For instance, IRS regulations stipulate that we must collect an IRS Form W-9 from certain US Landowners, and an appropriate IRS Form W-8 (e.g. Form W-8BEN) from non-US landowners with at least one Listing in the US. You as a Landowner are solely responsible for keeping the information in your tax forms current, complete and accurate. If you as a Landowner fail to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold taxes from payments to you (e.g. where you are a US Landowner and you fail to provide us with a completed IRS Form W-9), we reserve the right in our sole discretion to freeze all payouts to you until resolution, to withhold such amounts as required by law, or to do both.

You as a Landowner understand and agree that you are solely responsible for determining (i) your applicable Tax reporting requirements, and (ii) the Taxes that should be included, and for including Taxes to be collected or obligations relating to applicable Taxes in Listings. You are also solely responsible for remitting to the relevant authority any Taxes included or received by you. Fellow Hunter cannot and does not offer Tax-related advice to any Members.

Where applicable, or based upon request from a Landowner, Fellow Hunter may issue a valid VAT invoice to such Landowner.

You understand and acknowledge that appropriate governmental agencies, departments or authorities (the “Tax Authority”) where your Land is located may require Taxes to be collected from Hunters or Landowners on the amount paid for the right to use and/or occupancy of Lands, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these taxes may be required to be collected and remitted as a percentage of the Land Fees set by Landowners, a set amount per day, or other variations, and are sometimes called “occupancy taxes,” “hotel taxes,” “lodging taxes,” “transient taxes,” “sales and use taxes,” “value added taxes,” “room taxes” or “tourist taxes” (hereafter, “Occupancy Taxes”).

1. Damage to Lands and Security Deposits

As a Hunter, you are responsible for leaving the Land (including any personal or other property located at an Land) in the condition it was in when you arrived. You acknowledge and agree that, as a Hunter, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Land. In the event that a Landowner

claims otherwise and provides evidence of damage (“Damage Claim”), including but not limited to photographs, you agree to pay the cost of replacing the damaged items with equivalent items.

Landowners may choose to include security deposits in their Listings (“Security Deposits”). Each Listing will describe whether a Security Deposit is required for the applicable Land. Fellow Hunter will use commercially reasonable efforts to address Landowners’ requests and claims related to Security Deposits, but Fellow Hunter is not responsible for administering or accepting any Damage Claims by Landowners related to Security Deposits, and disclaims any and all liability in this regard.

If a Landowner has a Damage Claim for a confirmed Booking, the Landowner can seek payment from the Hunter by contacting Fellow Hunter at contact@fellowhunter.com. The Landowner may escalate the Damage Claim to Fellow Hunter if the Landowner and Hunter are unable to resolve a Damage Claim through the Resolution Center, or immediately in certain circumstances. If a Landowner escalates a Damage Claim to Fellow Hunter, you as a Hunter will be notified of the Damage Claim and given an opportunity to respond. If you as a Hunter agree to pay the Landowner in connection with a Damage Claim, or if Fellow Hunter determines, in its sole discretion, that you are responsible for damaging an Land or any personal or other property located at an Land, Fellow Hunter (via Fellow Hunter Payments) will collect any such costs from you and/or against the Security Deposit in accordance with the Payments Terms. Fellow Hunter also reserves the right to otherwise collect payment from you and pursue any avenues available to Fellow Hunter in this regard in situations in which you have been determined, in Fellow Hunter’s sole discretion, to have damaged any Land or any personal or other property located at an Land.

Both Hunters and Landowners agree to cooperate with and assist Fellow Hunter in good faith, and to provide Fellow Hunter with such information and take such actions as may be reasonably requested by Fellow Hunter, in connection with any Damage Claims or other complaints or claims made by Members relating to Lands or any personal or other property located at an Land (including, without limitation, payment requests made under the Fellow Hunter Landowner Guarantee) or with respect to any investigation undertaken by Fellow Hunter or a representative of Fellow Hunter regarding use or abuse of the Site, Application or the Services. If you are a Hunter, upon Fellow Hunter’s reasonable request, and to the extent you are reasonably able to do so, you agree to participate in mediation or similar resolution process with a Landowner, at no cost to you, which process will be conducted by Fellow Hunter or a third party selected by Fellow Hunter or its insurer, with respect to losses for which the Landowner is requesting payment from Fellow Hunter under the Fellow Hunter Landowner Guarantee.

If you are a Hunter, you understand and agree that Fellow Hunter may make a claim under your homeowner’s, renter’s or other insurance policy related to any damage or loss that you may have caused or been responsible for or to an Land or any personal or other property located at an Land (including without limitation amounts paid by Fellow Hunter under the Fellow Hunter Landowner Guarantee). You agree to cooperate with and assist Fellow Hunter in good faith, and to provide Fellow Hunter with such information as may be reasonably requested by Fellow Hunter, in order to make a claim under your homeowner’s, renter’s or other insurance policy, including, but not limited to, executing documents and

taking such further acts as Fellow Hunter may reasonably request to assist Fellow Hunter in accomplishing the foregoing.

Security Deposits, if required by a Landowner, may be applied to any fees due from a Hunter overstaying at a Listing without the Landowner's consent.

14. Overstaying without the Landowner's Consent

Hunters agree that a confirmed Booking is merely a license granted by the Landowner to the Hunter to enter and use the Listing for the limited duration of the confirmed Booking and in accordance with the Hunter's agreement with the Landowner. Hunters further agree to leave the Land no later than the 10:00 PM checkout. If a Hunter stays past the agreed upon checkout time without the Landowner's consent, they no longer have a license to stay in the Listing and the Landowner is entitled to make the Hunter leave. In addition, Hunters agree that the Landowner can charge the Hunter, for each 24 hour period that the Hunter stays over the agreed period without the Landowner's consent, an additional nightly fee of two times the average nightly Land Fee originally paid by the Hunter to cover the inconvenience suffered by the Landowner, plus all applicable Service Fees, Taxes, and any legal expenses incurred by the Landowner to make the Hunter leave (collectively, "Additional Sums"). Fellow Hunter Payments will collect Additional Sums from Hunters pursuant to the Payments Terms.

15. User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Application, Services and Collective Content. In connection with your use of the Site, Application, Services and Collective Content, you may not and you agree that you will not:

- [1] violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax regulations;
- [2] use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Collective Content;
- [3] access or use our Site, Application, Services or the Fellow Hunter API to use, expose, or allow to be used or exposed, any Fellow Hunter Content: (i) that is not publicly displayed by Fellow Hunter in its search results pages or listing pages before a Booking is confirmed; (ii) in any way that is inconsistent with the Fellow Hunter Privacy Policy or Terms of Service; or (iii) in any way that otherwise violates the privacy rights or any other rights of Fellow Hunter's users or any other third party;

- [4] use the Site, Application, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Fellow Hunter endorsement, partnership or otherwise misleads others as to your affiliation with Fellow Hunter;
- [5] dilute, tarnish or otherwise harm the Fellow Hunter brand in any way, including through unauthorized use of Collective Content, registering and/or using Fellow Hunter or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Fellow Hunter domains, trademarks, taglines, promotional campaigns or Collective Content;
- [6] copy, store or otherwise access or use any information contained on the Site, Application, Services or Collective Content for purposes not expressly permitted by these Terms;
- [7] infringe the rights of Fellow Hunter or the rights of any other person or entity, including without limitation, their intellectual property, privacy, publicity or contractual right;
- [8] interfere with or damage our Site, Application or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- [9] use our Site, Application or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- [10] use our Site, Application, Services or Collective Content in connection with the distribution of unsolicited commercial email (“spam”) or advertisements unrelated to lodging in a private residence;
- [11] “stalk” or harass any other user of our Site, Application, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as an Fellow Hunter Hunter or Landowner;
- [12] offer, as a Landowner, any Land that you do not yourself own or have permission to Book as a residential or other property (without limiting the foregoing, you will not list Lands as a Landowner if you are serving in the capacity of an agent for a third party);
- [13] offer, as a Landowner, any Land that may not be Booked pursuant to the terms and conditions of an agreement with a third party;
- [14] register for more than one Fellow Hunter Account or register for an Fellow Hunter Account on behalf of an individual other than yourself;

- [15] unless Fellow Hunter explicitly permits otherwise, request or book a stay at any Land if you will not actually be staying at the Land yourself;
- [16] contact another Member for any purpose other than asking a question related to a Booking, Land, Listing, or the Member's use of the Site, Application and Services;
- [17] recruit or otherwise solicit any Landowner or other Member to join third-party services or websites that are competitive to Fellow Hunter, without Fellow Hunter's prior written approval;
- [18] recruit or otherwise solicit any Member to join third-party services, applications or websites, without our prior written approval;
- [19] impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- [20] use automated scripts to collect information from or otherwise interact with the Site, Application, Services or Collective Content;
- [21] use the Site, Application, Services or Collective Content to find a Landowner or Hunter and then complete a Booking of an Land independent of the Site, Application or Services, in order to circumvent the obligation to pay any Service Fees related to Fellow Hunter's provision of the Services or for any other reasons;
- [22] as a Landowner, submit any Listing with false or misleading information, including price information, or submit any Listing with a price that you do not intend to honor;
- [23] violate these Terms or Fellow Hunter's then-current Policies and Community Guidelines or Standards;
- [24] engage in disruptive, circumventive, abusive or harassing behavior in any area or aspect of our Platform, Application, or Services;
- [25] post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- [26] systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation,

database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;

- [27] use, display, mirror or frame the Site, Application, Services or Collective Content, or any individual element within the Site, Application, Services or Collective Content, Fellow Hunter's name, any Fellow Hunter trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site, Application or Services, without Fellow Hunter's express written consent;
- [28] access, tamper with, or use non-public areas of the Site, Application or Services, Fellow Hunter's computer systems, or the technical delivery systems of Fellow Hunter's providers;
- [29] attempt to probe, scan, or test the vulnerability of any Fellow Hunter system or network or breach any security or authentication measures;
- [30] avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Fellow Hunter or any of Fellow Hunter's providers or any other third party (including another user) to protect the Site, Services, Application or Collective Content;
- [31] forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Application or Collective Content to send altered, deceptive or false source-identifying information;
- [32] attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Collective Content;
- [33] advocate, encourage, or assist any third party in doing any of the foregoing; or
- [34] accept or make a payment for Land Fees outside Fellow Hunter Payments. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Fellow Hunter harmless from any liability for such payment.

Fellow Hunter has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. In addition, and as set in these Terms, Fellow Hunter may take a range of actions against you, including but not limited to removing or disabling access to any or all of your Member Content or deactivating or canceling your Listing(s) or Fellow Hunter Account, for a violation of this Section or these Terms.

Fellow Hunter may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against Fellow Hunter or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with users, such as these Terms and the Fellow Hunter Landowner Guarantee,

(iii) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes, or (iv) protect the rights, property or safety of Fellow Hunter, its users, or members of the public. You acknowledge that Fellow Hunter has no obligation to monitor your access to or use of the Site, Application, Services or Collective Content or to review, remove, disable access to or edit any Member Content, but has the right to do so for the purpose of operating and improving the Site, Application and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. Fellow Hunter reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Fellow Hunter, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

16. Reporting Misconduct

If you as a Landowner or Hunter feel anyone is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Fellow Hunter by contacting us with your police station and report number; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

17. Privacy

You agree that Fellow Hunter's Privacy Policy (as may be updated from time to time) governs Fellow Hunter's collection and use of your personal information.

18. Intellectual Property Ownership and Rights Notices

The Site, Application, Services, and Collective Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Site, Application, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of Fellow Hunter and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, Services, or Collective Content. All trademarks, service marks, logos, trade names, and any other proprietary designations of Fellow Hunter used on or in connection with the Site, Application, Services, and Fellow Hunter Content are trademarks or registered trademarks of Fellow Hunter in the US and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Site, Application, Services, and Fellow Hunter Content are used for identification purposes only and may be the property of their respective owners. As a Landowner,

Hunter, or Member, you understand and agree that you are bound by the additional Terms, Guidelines and Policies that apply to your use of the Site, Application, Services and Collective Content, including Fellow Hunter's Trademark & Branding Guidelines (as may be updated from time to time).

19. Additional Terms

Our Site, Application and Services have different products, features and offerings, so sometimes additional terms or product requirements may apply to your use of those products, features or offerings. For example, additional terms apply if you refer new users to Fellow Hunter ("Referral Program") or participate in our Home Safety program. If additional terms are available for the relevant product or Services you use, those additional terms become part of these Terms.

20. Application License

Subject to your compliance with these Terms, Fellow Hunter grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on each mobile device or computer that you own or control and run such copy of the Application solely for your own personal use. Furthermore, with respect to any Apple App Store Sourced Application (defined below), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Fellow Hunter reserves all rights in the Application not expressly granted to you by these Terms.

21. Fellow Hunter Content and Member Content License

Subject to your compliance with these Terms and Fellow Hunter's Trademark & Branding Guidelines, Fellow Hunter grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Fellow Hunter Content solely for your personal and non-commercial purposes and (ii) access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Fellow Hunter or its licensors, except for the licenses and rights expressly granted in these Terms.

22. Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, Application, Services, or through Fellow Hunter promotional campaigns, you hereby grant to Fellow Hunter a worldwide, irrevocable,

perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, translate, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the Site, Application and Services. Fellow Hunter does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site, Application, Services or through Fellow Hunter promotional campaigns. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site, Application, Services or through Fellow Hunter promotional campaigns or you have all rights, licenses, consents and releases that are necessary to grant to Fellow Hunter the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Fellow Hunter's use of the Member Content (or any portion thereof) on, through or by means of the Site, Application, the Services or Fellow Hunter promotional campaigns will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

23. Links

The Site, Application and Services may contain links to third-party websites or resources. You acknowledge and agree that Fellow Hunter is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Fellow Hunter of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Some portions of the Fellow Hunter platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to Google's terms of use.

24. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site, Application and Services ("Feedback"). You may submit Feedback by emailing us, through the "Contact" section of the Site and Application, or by other means of communication. You acknowledge and agree that all Feedback you give us will be the sole and exclusive property of Fellow Hunter and you hereby irrevocably assign to Fellow Hunter and agree to irrevocably assign to Fellow Hunter all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback. At Fellow Hunter's request and expense, you will execute

documents and take such further acts as Fellow Hunter may reasonably request to assist Fellow Hunter to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

25. Copyright Policy

Fellow Hunter respects copyright law and expects its users to do the same. It is Fellow Hunter's policy to terminate in appropriate circumstances the Fellow Hunter Accounts of Members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see Fellow Hunter's Copyright Policy for further information.

26. Term and Termination, Suspension and Other Measures

A. Term

These Terms shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or Fellow Hunter terminate these Terms as described below.

B. Termination for convenience

You may terminate these Terms at any time by contacting Fellow Hunter during the pilot program. If you cancel your Fellow Hunter Account as a Landowner, we will cancel any confirmed Bookings and your Hunters will receive a full refund. If you cancel your Fellow Hunter Account as a Hunter, any confirmed Booking will be cancelled and any refund will depend upon the terms of the applicable cancellation policy.

Without limiting our rights specified below, Fellow Hunter may terminate these Terms for convenience at any time by giving you 30 days' notice via email to your registered email address.

C. Termination for breach, suspension and other measures

Fellow Hunter may immediately, without notice terminate these Terms if (i) you have materially breached these Terms or our Policies, including but not limited to any breach of your warranties outlined in these Terms or breach of the "User Conduct" provisions in these Terms, (ii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Fellow Hunter Account registration, or Listing process or thereafter, (iii) you have violated applicable laws, regulations or third party rights, or (iv) Fellow Hunter believes in good faith that such action is reasonably necessary to protect the safety or property of other Members, Fellow Hunter or third parties, for fraud prevention, risk assessment, security or investigation purposes.

In addition Fellow Hunter may deactivate or delay Listings, reviews, or other Member Content, cancel any pending or confirmed Bookings, limit your use of or access to your Fellow Hunter Account and the Site, Application or Services, temporarily or permanently revoke any special status associated with your Fellow Hunter Account, or temporarily or permanently suspend your Fellow Hunter Account if (i) you have breached these Terms or our Policies, including material and non-material breaches and receiving

poor ratings from Landowners or Hunters, or (ii) Fellow Hunter believes in good faith that such action is reasonably necessary to protect the safety or property of Members, Fellow Hunter or third parties, for fraud prevention, risk assessment, security or investigation purposes.

If we take any of the measures described in this Section 24.C, we may (i) communicate to your Hunters or Landowners that a pending or confirmed Booking has been cancelled, (ii) refund your Hunters in full for any and all confirmed Bookings, irrespective of preexisting cancellation policies, (iii) support your Hunters, on an exceptional basis, in finding potential alternative Lands, and (iv) you will not be entitled to any compensation for confirmed Bookings that were cancelled.

In case of non-material breaches and where appropriate, you will be given notice of any measure by Fellow Hunter and an opportunity to resolve the issue to Fellow Hunter's reasonable satisfaction.

D. Consequences

If you or we terminate this Agreement, we do not have an obligation to delete or return to you any of your Member Content, including but not limited to any reviews or Feedback. When this Agreement has been terminated, you are not entitled to a restoration of your Fellow Hunter Account or any of your Member Content. If your access to or use of the Site, Application and Services has been limited or your Fellow Hunter Account has been suspended or this Agreement has been terminated by us, you may not register a new Fellow Hunter Account or attempt to access and use the Site, Application and Services through other Fellow Hunter Accounts.

E. Survival

If you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect.

Disclaimers

IF YOU CHOOSE TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT OR PARTICIPATE IN THE REFERRAL PROGRAM, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT FELLOW HUNTER DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND OR REGISTERED SEX OFFENDER CHECKS ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, HUNTERS AND LANDOWNERS. BUT MAY CONDUCT SUCH BACKGROUND OR REGISTERED SEX OFFENDER CHECKS, IN OUR SOLE DISCRETION, TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND IF WE HAVE SUFFICIENT INFORMATION TO IDENTIFY A MEMBER. IF WE CHOOSE TO CONDUCT SUCH CHECKS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT SUCH CHECKS WILL IDENTIFY PRIOR

MISCONDUCT BY A USER OR GUARANTEE THAT A USER WILL NOT ENGAGE IN MISCONDUCT IN THE FUTURE.

THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT AND REFERRAL PROGRAM ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, FELLOW HUNTER EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. FELLOW HUNTER MAKES NO WARRANTY THAT THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY LANDS, OR THE REFERRAL PROGRAM WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. FELLOW HUNTER MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, LANDS, LANDOWNERS, HUNTERS, YOUR ACCRUAL OF FELLOW HUNTER TRAVEL CREDITS, THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SITE, APPLICATION, SERVICES OR REFERRAL PROGRAM.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FELLOW HUNTER OR THROUGH THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY LANDOWNERS OR HUNTERS. YOU UNDERSTAND THAT FELLOW HUNTER DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICES OR TO REVIEW OR VISIT ANY LANDS. FELLOW HUNTER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APPLICATION OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APPLICATION OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, HUNTERS AND LANDOWNERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY FELLOW HUNTER. FELLOW HUNTER EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY HUNTER OR OTHER THIRD PARTY.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, APPLICATION, SERVICES AND COLLECTIVE CONTENT, YOUR LISTING OR BOOKING OF ANY LANDS VIA THE SITE, APPLICATION AND SERVICES, YOUR PARTICIPATION IN THE REFERRAL PROGRAM, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF FELLOW HUNTER WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER FELLOW HUNTER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT OR THE REFERRAL PROGRAM WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION, SERVICES, OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM OR FROM YOUR LISTING OR BOOKING OF ANY LAND VIA THE SITE, APPLICATION AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FELLOW HUNTER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE LANDOWNERS PURSUANT TO THESE TERMS OR AN APPROVED PAYMENT REQUEST UNDER THE FELLOW HUNTER LANDOWNER GUARANTEE, IN NO EVENT WILL FELLOW HUNTER'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE, APPLICATION AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR LISTING OR BOOKING OF ANY LAND VIA THE SITE, APPLICATION AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM AND IN CONNECTION WITH ANY LAND OR INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS VIA THE SITE, APPLICATION AND SERVICES AS A HUNTER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE A LANDOWNER, THE AMOUNTS PAID BY FELLOW HUNTER TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS

OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FELLOW HUNTER AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

27. Indemnification

You agree to release, defend, indemnify, and hold Fellow Hunter and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Application, Services, or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, (ii) Booking of an Land, or (iii) creation of a Listing; (d) the use, condition or Booking of an Land by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a Booking or use of an Land; and (e) your participation in the Referral Program or your accrual of any Fellow Hunter Travel Credits.

28. Export Control and Restricted Countries

You may not use, export, re-export, import, or transfer the Application except as authorized by United States law, the laws of the jurisdiction in which you obtained the Application, and any other applicable laws. In particular, but without limitation, the Application may not be exported or re-exported: (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. By using the Site, Application and Services, you represent and warrant that (i) neither you nor your listed Land is located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Site, Application and Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. Fellow Hunter does not permit Listings associated with certain countries due to U.S. embargo restrictions. In addition to complying with the above, you must also comply with any relevant export control laws in your local jurisdiction.

29. Accessing and Downloading the Application from iTunes

The following applies to any Application accessed through or downloaded from the Apple App Store ("App Store Sourced Application"):

- You acknowledge and agree that (i) these Terms are concluded between you and Fellow Hunter only, and not Apple, and (ii) Fellow Hunter, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Services.

- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
- In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Fellow Hunter and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Fellow Hunter.
- You and Fellow Hunter acknowledge that, as between Fellow Hunter and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- You and Fellow Hunter acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Fellow Hunter and Apple, Fellow Hunter, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- You and Fellow Hunter acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.
- Without limiting any other terms of these Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

30. Entire Agreement

Except as they may be supplemented by a document referenced and incorporated herein or by additional Fellow Hunter policies, guidelines, standards, or terms for a specific product, feature, service or offering, these Terms constitute the entire and exclusive understanding and agreement between Fellow Hunter and you regarding the Site, Application, Services, Collective Content (excluding Payment Services), and any Bookings or Listings of Lands made via the Site, Application and Services (excluding Payment Services),

and these Terms supersede and replace any and all prior oral or written understandings or agreements between Fellow Hunter and you regarding Bookings or listings of Lands, the Site, Application, Services, and Collective Content (excluding Payment Services).

31. Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Fellow Hunter's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Fellow Hunter may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

32. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Fellow Hunter (i) via a Communication (in each case to the address or phone number that you provide) or (ii) by posting to the Site or via the Application. For notices made via a Communication, the date of receipt will be deemed the date on which such notice is transmitted.

33. Controlling Law and Jurisdiction

These Terms and your use of the Services will be interpreted in accordance with the laws of the State of Pennsylvania and the United States of America, without regard to its conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a state court located in Philadelphia County, Philadelphia, Pennsylvania or a United States District Court, Eastern District of Pennsylvania located in Philadelphia, Pennsylvania for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

34. Dispute Resolution

If you reside in the United States, you and Fellow Hunter agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site, Application or Collective Content (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and Fellow Hunter are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding. Further, unless both you and Fellow Hunter otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or

representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of these Terms.

Arbitration Rules and Governing Law. This agreement to arbitrate evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at www.adr.org/arb_medior or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Pennsylvania and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure. Unless you and Fellow Hunter otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Fellow Hunter submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator’s Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law. Fellow Hunter will seek any and all rights it may have under applicable law to recover, attorneys’ fees and expenses if it prevails in arbitration.

Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

Changes. Notwithstanding the provisions of the “Modification” section above, if Fellow Hunter changes this “Dispute Resolution” section after the date you last accepted these Terms (or accepted any

subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of Fellow Hunter’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Fellow Hunter in accordance with the provisions of this “Dispute Resolution” section as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms).

35. General

The failure of Fellow Hunter to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Fellow Hunter. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

36. Third party beneficiary

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

37. Contacting Fellow Hunter

If you have any questions about these Terms or any App Store Sourced Application, please contact Fellow Hunter.

