

Terms & Conditions

Last updated: October 1, 2026

Please read these Terms and Conditions ("Terms") carefully before using the Community Gearbox mobile application (the "App") and the website at <https://app.communitygearbox.com>, operated by Community Gearbox Incorporated ("us," "we," "our" or "Community Gearbox").

Your access to and use of the App is conditioned on your acceptance of and compliance with these Terms.

By accessing or using the App you agree to be bound by these Terms. In agreeing, you also represent that you have the authority to bind yourself and/or the company you represent.

IF YOU DO NOT AGREE TO THESE TERMS IN THEIR ENTIRETY, DO NOT USE OUR SERVICES.

We may change these Terms from time to time. We will give you notice by updating the date at the top of these Terms or by notifying you by email. Amended Terms become effective immediately unless Community Gearbox states otherwise.

YOU AGREE THAT YOUR CONTINUED USE OF THE SERVICE AFTER SUCH CHANGES HAVE BEEN PUBLISHED TO THE SERVICE SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH REVISED TERMS OF SERVICE.

Eligibility

Before you can use the App, you need to create an account ("Account").

To create an Account you must:

- be at least 18 years old or the age of majority to legally enter into a contract under the laws of your home country; and
- be legally permitted to use the App by the laws of your home country.

Unless otherwise indicated and authorized by Community Gearbox, you are only authorized to create and use one Account.

General Use

If you wish to use the App, you will be asked to supply certain information relevant to your participation, including, without limitation, your name, email, phone number, a photo of your likeness and, occasionally, your location or home address. If you create an Account, you agree to provide and maintain accurate, current and complete information.



To use Community Gearbox, you sign in with a mobile phone number (verified by a one-time code) or with an email address and password.

Community Gearbox Services

Community Gearbox is a marketplace that allows users to lend and borrow goods and services from other users on the App, primarily their friends and family members they know and trust. Users can be Lenders, Borrowers, or both. Lenders can post their items through the App for free up to a certain limit, and Community Gearbox will notify them if they exceed their limit of free posts. Borrowers have no limit on the items they can borrow.

As a Lender, you can use the App to post, link, store, share and otherwise make available certain information, text, graphics, videos or other material ("Items"). You are responsible for:

- the accuracy of the information you provide;
- ensuring that the item is yours to lend, or that you have permission to lend it;
- ensuring that the specifics of the item are accurate, including, but not limited to, its condition, availability and product details;
- the content you choose to share and make available to others; and
- coordinating the pickup and return of items you share with other people.

As a Borrower, you can use the App to browse items owned by Lenders and borrow them for any duration agreed upon by the Lender. You are responsible for:

- returning the loaned item in the condition it was in when you obtained it, or otherwise repairing or replacing the item; and
- coordinating the pickup and return of the items you plan to borrow or are currently borrowing.

Condition of Items and Liability of Community Gearbox

While Community Gearbox encourages all Lenders to list items correctly and accurately, Community Gearbox is not responsible for verifying the condition of items listed on the App.

The Borrower is solely responsible for verifying the item's condition. Furthermore, the Borrower acknowledges that an item, even in perfect condition, may be inherently dangerous, even when used properly. With either proper or improper use, and with the item in excellent or poor condition, the item could malfunction, causing injury, harm or even death. Community Gearbox is not liable for any item malfunctions, injuries, accidents or deaths caused by the use of items obtained through the App.

By choosing to use any item obtained through Community Gearbox, the Borrower expressly assumes all risks associated with the use of that item, and acknowledges that they should read all proper instructions and warnings before use. The Borrower should not use the item if they see any noticeable defects or have any concerns about the item's ability to function safely.



Prohibited Items

You can use the App to borrow or lend almost any item at your own risk, but the App prohibits the following categories of items and specific items:

- Ammunition
- Alcohol, drugs and tobacco
- Adult and mature content
- Bows, including hunting bows and crossbows
- Counterfeit or replica items
- Cannabis and any product containing THC
- Drug paraphernalia
- Recalled items
- Offensive materials
- Illegal items
- Hazardous materials
- Firearms, with no exceptions
- Batons, billy clubs, brass knuckles or similar weapons used for striking
- Knives primarily used as weapons or for self-defense
- Prescription medications and medical devices
- Weapon parts and accessories

Termination

Community Gearbox may revoke or terminate your access to the App for any reason without notice, at Community Gearbox's sole discretion. Without limitation, we may revoke or terminate your access for:

- breaching any obligation in these Terms;
- violating any policy or guideline in our Privacy Policy; or
- not following the Community Guidelines described below.



Community Guidelines

Community Gearbox depends on a healthy community. Without trust and care for each other, the App cannot work. Because of this, we ask everyone to be active participants in creating a kind, supportive and welcoming community.

Any actions or behaviors that make others feel unsafe or threatened, or that are deemed toxic, are not allowed. If informed, we will investigate and take appropriate action.

Furthermore, you agree not to:

- impersonate any person or entity;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation;
- post false, inaccurate, misleading, deceptive, defamatory or libelous content;
- distribute viruses or any other technologies that may harm Community Gearbox or the property of its users;
- use any robot, spider, scraper, data-mining tool, data-gathering or extraction tool, or other automated means to access the App for any purpose;
- stalk or harass any other user of the App;
- disclose information that you do not have consent to disclose;
- collect information about users without their consent; or
- without our express permission, create another Account if we have previously terminated one.

Notifications

Community Gearbox sends notifications about your Account and your loans by push notification and email. You can turn each type on or off in Settings.

Text Messages (SMS) — Community Gearbox Loan Alerts

If you check the optional text-message box in the App and verify your phone number, Community Gearbox Incorporated will send you text messages about gear loans you are part of: new borrow requests, approval decisions and return reminders.

- Message frequency varies with your loan activity.
- Message and data rates may apply.
- Reply HELP for help, or contact support@communitygearbox.com.



- Reply STOP at any time to stop receiving texts. You will receive one message confirming that you have opted out. You can also turn texts off in Settings.
- Consent to receive texts is not a condition of using Community Gearbox.
- Wireless carriers are not liable for delayed or undelivered messages.

Our Privacy Policy explains how we handle your phone number. We do not share mobile opt-in data or consent with third parties for marketing.

Location

When you set up your profile or list an item, you choose a general area and a pickup location. Community Gearbox strongly suggests that you use public pickup locations.

Release of Liability

You agree not to sue, and to release, discharge, indemnify and hold harmless (that is, defend and pay, including costs and attorneys' fees) Community Gearbox Incorporated and its members, owners, officers, managers, directors and staff ("Released Parties"), and to waive any rights, with respect to any damages, claims, liability or causes of action arising out of or relating to your use of the App. The obligation to indemnify includes any claim, liability or cause of action by third parties and members of your family arising out of use of the App.

Additionally, users acknowledge that there will be wear and tear, and even potential loss, in the use and sharing of their items, and that they cannot hold Community Gearbox liable for such damage.

BY USING THE APP, YOU ACKNOWLEDGE AND AGREE THAT INTERNET-BASED MARKETPLACES HAVE INHERENT RISK AND THAT YOU COULD SIGNIFICANTLY INCREASE YOUR RISK BY INTERACTING WITH OTHER USERS IN PERSON. WHILE COMMUNITY GEARBOX EXPLICITLY WANTS USERS TO INTERACT ONLY WITH PEOPLE THEY ALREADY KNOW AND TRUST, WE DO NOT INVESTIGATE OR VERIFY THE CRIMINAL BACKGROUND, CONDUCT OR REPUTATION OF ANY USER OF THE APP.

BY MEETING UP WITH PEOPLE YOU ALREADY KNOW AND TRUST, OR BY MEETING UP WITH OTHER USERS, AND IN PARTICULAR STRANGERS FOR THE FIRST TIME, YOU ACCEPT ALL RISK AND RESPONSIBILITY AND SHOULD TAKE NECESSARY PRECAUTIONS. ANY OF THESE PEOPLE COULD ATTEMPT TO PHYSICALLY HARM YOU, DEFRAUD YOU OR ENGAGE IN FRAUDULENT ACTIVITIES. YOU ASSUME ALL RISKS ASSOCIATED WITH USING COMMUNITY GEARBOX.

Notice and Procedure for Making Claims of Copyright Infringement

If you believe your work has been copied or posted on the App in a way that constitutes copyright infringement, please submit a takedown request to support@communitygearbox.com.

Please include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;



- a description of where the material that you claim is infringing is located on the App, sufficient to enable us to find it;
- your contact information, including address, telephone number and email address, and the copyright owner's identity;
- a written statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- a statement, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Links to Other Websites

The App may contain links to third-party websites or apps that are not owned or controlled by Community Gearbox.

Community Gearbox has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party websites or apps. You further acknowledge and agree that Community Gearbox is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or apps.

Non-Disclosure

The App is still in development. You are not permitted to share, copy, sell or disclose the contents or intent of the App to competitors or possible competitors.

Privacy

By using the App, we ask that you interact only with people you know and trust. When you become friends with someone on the App, they can see your phone number and email address. Community Gearbox is not liable for any communications exchanged between you and others outside the App. If you are uncomfortable with this, please do not use the App. Our Privacy Policy describes how we collect, use and share your information.

Contact Us

If you have any questions about these Terms, contact Community Gearbox Incorporated at support@communitygearbox.com or 704 Eagle Cliff Rd NE, Bainbridge Island, WA 98110.