

Terms & Conditions

Last updated: May 9, 2024

Please read these Terms and Conditions ("Terms") carefully before using the Community Gearbox mobile application (the "App") and <http://app.communitygearbox.com> website 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 occasionally change the Terms and Conditions from time to time, and we will provide you with such notice either by updating the date noted at the top of these terms or by notification via email. These amended terms will become effective immediately unless otherwise noted by Community Gearbox.

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").

In order 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 this App, you will be asked to supply certain information relevant to your participation including, without limitation, to your name, email, phone, photo of your likeness and occasionally location/home address. If you choose to create an Account, you agree to provide and maintain accurate, current and complete information.

In order to use Community Gearbox, you can sign in either using your Google login or by using an email address. If you choose the Google login, you authorize us to access and use certain Google account information, including but not limited to public Google information such as your photo.



Community Gearbox Services

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

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

1. Accuracy of information that you provide
 - That the items is yours to lend/you have permission to lend it
 - That the specifics of the item are accurate including, but not limited to, the condition, availability, and product details
2. Addition of content that you want to share and make available to others
3. Coordinating the pick up and return of items shared with other people

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

1. Returning of the loaned item in the condition it was in when you obtained it, or otherwise repairing and replacing the item
2. Coordinating the pick up 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 correctly and accurately list items, Community Gearbox is not responsible for the verification of condition of listed items on the App.

The Borrower is solely responsible for the verification of 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, or with the item in excellent or subpar 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 via the App.

By choosing to use any item on Community Gearbox, the Borrower expressly assumes all risks associated with use of any items obtained through the App, and they acknowledge that they should read all proper instructions and warnings prior to 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 certain categories of items as well as some specific items in the marketplace, found below:

- Ammunition
- Alcohol, drugs & tobacco
- Adult & 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, 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. While not fully exhaustive, we may revoke or terminate your access for:

- Breaching any obligations within these Terms
- Violating any policy or guidelines within our privacy policy
- Or by not following the Community Guidelines as described below

Community Guidelines

Community Gearbox is dependent on a healthy community. Without trust and care for each other the App will not be able to 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, threatened, or are deemed toxic are not allowed. If informed we will investigate and take due action.

Furthermore, you agree to not:

- 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 tools, data gathering and extraction tools, or other automated means to access our App for any purpose;
- stalk or harass any other user of the App;
- disclose information that you do not have the consent to disclose;
- collect information about users without their consent;
- or without our express permission, create another account if we have previously terminated one.

Push Notifications and Location-Based Features

By using the App, you may be provided with emails, text messages (message and data rates may apply), push notifications, alerts and other messages related to the App and/or Community Gearbox



services. As of right now, there is no way to deny email and text based push notifications within the App based interface. With respect to these, you may opt out or unsubscribe by emailing us with your request at info@communitygearbox.com.

After you download the app or use the website to create an account, you will be asked to provide your location using one or more reference points, such as GPS, Bluetooth or other location determining software within your mobile device. If you deny, you will have to manually enter in a pickup location that is close to your address. Community Gearbox strongly suggests you provide public pickup locations.

Liquidated Damages

You further agree that if you violate the Terms, or you support, benefit or encourage others to do so, you will be liable to us for liquidated damages. Actual damages from your breach of these Terms may be hard to establish with certainty, but at Community Gearbox's sole and exclusive option, Community Gearbox will be entitled to (a) actual damages; or (b) liquidated damages in the amount of \$5,000. You agree that these amounts are 1) a reasonable estimate of our damages (given the difficulty of calculating actual damages), and 2) are not a penalty. This liquidated damage provision is a fundamental element of the basis of the bargain between Community Gearbox and you.

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 their respective 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 the user's use of the App. The obligation to indemnify includes any claim, liability, or cause of action by third parties and members of the user's 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 cannot hold Community Gearbox liable for said damages.

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 ONLY INTERACT WITH PEOPLE THEY ALREADY KNOW AND TRUST, WE DO NOT INVESTIGATE OR VERIFY THE CRIMINAL BACKGROUND, CONDUCT OR REPUTATION OF ANY USER ON THE APP.

BY MEETING UP WITH PEOPLE YOU ALREADY KNOW AND TRUST, OR BY MEETING UP WITH OTHER USERS, BUT 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 ATTEMPT TO ENGAGE IN FRAUDULENT ACTIVITIES. YOU ASSUME ALL RISKS ASSOCIATED 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 constituting copyright infringement, please submit a request to take down the material at info@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 Service (and such description must be reasonably sufficient to enable us to find the alleged infringing material);
- your contact information, including address, telephone number and email address, and the copyright owner's identity;
- a written statement by you 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 by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Links To Other Websites

Our App may contain links to third-party web sites 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 web sites or Apps. You further acknowledge and agree that Community Gearbox shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or Apps available on or through any such web sites or Apps.

Non Disclosure

This App is still in development. You are not permitted to share, copy, sell or disclose the contents and/or intent of this app with competitors and/or possible competitors.

Privacy

By using this app, we ask that you only interact with people you know and trust. By friending someone, they receive access to your phone number and email address. Community Gearbox is NOT liable for any communications exchanged between you and others on the App outside of the interface. If you feel uncomfortable with this, please do not use the App.

Contact Us

If you have any questions about these Terms, please contact us at info@communitygearbox.com.