

# Reservation Agreement

Welcome to Awol Outdoors, Inc 'd/b/a CAMP365. ("**Camp365**", "**we**" or "**us**"). PLEASE READ THIS RESERVATION AGREEMENT (THE "**AGREEMENT**") CAREFULLY. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN US AND THE PERSON OR ENTITY LISTED AS THE BUYER ("**YOU**" OR THE "**BUYER**") THAT GOVERNS THE RESERVATION OF THE PRODUCT (AS DEFINED BELOW). BY CLICKING "I AGREE" AND/OR SUBMITTING YOUR RESERVATION REQUEST, YOU REPRESENT THAT YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND THAT YOU HAVE THE AUTHORITY TO ACT ON BEHALF OF THE BUYER. THIS AGREEMENT IS EFFECTIVE AS OF THE DATE YOU CLICK "I AGREE" AND/OR SUBMIT YOUR RESERVATION REQUEST (THE "**EFFECTIVE DATE**").

## 1. Reservation and Acceptance

(a) Offer. You may reserve the Camp365 T Model, a truck bed recreational vehicle (the "**Product**"). Each reservation you submit ("**Reservation**") constitutes an offer to purchase the Product. Reservations are submitted, and the offer is made, when you have provided all of the information requested as part of the registration process.

(b) Registration Information. When you place a Reservation for the Product, you will be required to provide certain information in connection with your purchase, such as your name, e-mail, phone, delivery address and billing information. You represent and warrant that all such information is complete and accurate, and you will ensure that such information is kept current. Camp365 will have no responsibility or liability for inaccurate information or information that later becomes outdated and will have no obligation to make efforts to determine the correct contact or delivery information. You can update your information at any time prior to notice that the Product is ready for delivery by sending an email to [info@camp365.com](mailto:info@camp365.com).

(c) Acceptance. Completed Reservations are subject to our acceptance and may be rejected at any time prior to delivery for any reason at our sole discretion. If we reject your offer, we will, as your sole and exclusive remedy and our sole and exclusive obligation, refund the Deposit. We will send you an email to the email address provided by you during registration to indicate whether your Reservation has been accepted or rejected.

## 2. Restrictions on Sale; Right of Cancellation

We reserve the right to: (i) limit the number of reserved Products sold to a certain number; (ii) limit the number of Products sold to any person or entity, and (iii) cancel your Reservation at any time, even after it has been accepted, and as your sole and exclusive remedy, and our sole and exclusive obligation, provide you a refund of the Deposit, as defined in Section 3 below. You must be at least 18 years old to offer to purchase a Product. By agreeing to this Agreement, you represent and warrant to us that you are at least 18 years old.

## 3. Payment

The starting purchase price for the Product is (i) twenty five thousand U.S. dollars (\$25,000 USD) plus any options or accessories you configure before production. You will be charged a fully refundable deposit of one hundred U.S. dollars (\$100) (the “**Deposit**”) at the time you place your Reservation for the Product. CAMP365 uses Stripe, Inc. (“**Stripe**”) as the third party service provider for payment services (e.g., card acceptance, merchant settlement, and related services). By placing a Reservation for the Product, you agree to be bound by Stripe’s Privacy Policy (currently accessible at <https://stripe.com/us/privacy>) and its Terms of Service (currently accessible at <https://stripe.com/us/terms>) and hereby consent and authorize CAMP365 and Stripe to

share any information and payment instructions you provide us to the minimum extent required to complete your transactions. CAMP365 may place your Deposit in an interest-bearing account . You acknowledge and agree that you shall have no right, title, or interest in or to any interest earned on your Deposit. When the start of production for your reservation nears, we will ask you to configure your Camp365 T Model. The order will be finalized only once you have placed a final order for the purchase of your T Model (a "Final Order") and executed the corresponding Camp365 T Model Purchase Agreement, which shall set forth the agreed specifications and purchase price for your camper(s) with options and accessories, plus estimates of any applicable taxes, duties, transport and delivery charges, along with any other applicable fees, terms and conditions. At the time of Purchase Agreement you will be required to pay 20% towards your final purchase with the rest due at delivery. Camp365 will supply you a Vin number and Certificate of Origin so you may finance if needed and start registration . Until you place a Final Order and enter into a T Model Camper Purchase Agreement, your Reservation may be canceled at any time by you or by Camp365, in which case you will receive a full refund of your Camp365 Payment.

#### 4. Refunds

Your down payment is fully refundable until you sign a purchase agreement and your unit is on the estimated production schedule. All refunds will be credited back to the same payment method used to pay the purchase price.

## 5. Estimated Production Date; Shipment and Delivery

The Product is pre-sold as it is not ready for production. Production is expected to begin on the date identified by CAMP365 during the Reservation process (the “**Estimated Production Date**”). You understand that Camp365 may not have completed the development of the Product or begun manufacturing Product at the time you entered into this Agreement and so we do not guarantee when your Product will actually be ready for production or delivered. Your actual production and delivery dates are dependent on many factors, including manufacturing availability. Further, you understand that because Camp365 may not have completed the development of the Product or begun manufacturing Product at the time you entered into this Agreement, the specifications of the Product are subject to change (even after features are announced). You agree that the Product specifications may change at any point prior to Camp365 commencing production of your Product. You may elect to pick up the Product directly from Camp365 production facility; If you elect to have the Product delivered to you, Camp365 will, on your behalf, coordinate the shipment of your Product to you. In such a case, you agree that this is a shipment contract under which Camp365 will coordinate the shipping of the Product to you via a third-party common carrier. You agree that delivery of the Product, including the transfer of title and risk of loss to you, will occur at the time your Product is loaded onto the common carrier’s transport (i.e., FOB shipping point).

## 6. Terms and Conditions

Your purchase and use of the Product will be subject to this Agreement, including the specific terms and conditions set forth below (the “**Initial Terms**”). The purchase and use of the Product may also be subject to additional terms and conditions (the “**Additional Terms**” and with the Initial Terms, the “**Terms and Conditions**”), which will be

provided by Camp365 at or prior to the time that the Product is delivered. You agree that the Terms and Conditions are applicable to you and your use of the Product. Further, you acknowledge and agree that:

(a) Compliance with Laws. Use of the Product may be subject to local laws, regulations, and ordinances in your jurisdiction. It is your responsibility to determine whether your use of the Product complies with local laws, regulations, and ordinances. If you do not have sufficient information to determine whether your use of the Product will comply with all applicable laws, regulations, and ordinances, then you should not place a Reservation for the Product.

(d) Privacy. If you provide information for the Reservation of the Product Camp365 will not use such information except as necessary or helpful to fulfill your order. Camp365 may use such information to create aggregate data that does not identify any specific individual or entity, and it may publish or otherwise provide such aggregate data to its commercial partners.

## 7. Intellectual Property

Camp365 owns all intellectual property rights in the Product. Camp365 reserves all rights in and to the Product not granted expressly in this Agreement or such other additional license terms.

## 8. WARRANTY AND GENERAL DISCLAIMER:

(a) You will receive the Product warranty at or prior to the time of Product delivery (“**Limited Warranty**”). You may also obtain a written copy of your Limited Warranty, which will be available by the time of Product delivery, from us upon written request to [info@camp365.com](mailto:info@camp365.com) .

(c) Camp365 WILL USE REASONABLE EFFORTS TO PASS THROUGH TO YOU ANY THIRD PARTY WARRANTIES APPLICABLE TO THE PRODUCT.

## 9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Camp365 BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF OR RELATED TO THE RESERVATION OR THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE ANY PRODUCT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF Camp365 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL Camp365 TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE AMOUNTS PAID BY YOU FOR THE PRODUCT(S) PURCHASED BY YOU. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## 10. Indemnification

You agree to indemnify and hold Camp365, affiliates, officers, employees, agents, partners and licensors harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your use of, or inability to use, the Product; (b) your violation of this Agreement; (c) your violation of any rights of another party; or (d) your violation of any applicable laws, rules or regulations. Camp365 reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Camp365 in asserting any available defenses. This provision does not require you to indemnify any of the Camp365 for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Reservation or Product.

## 11. Force Majeure

Neither party will be liable to the other for any failure to perform its obligations due to an event beyond the control of such party, including, but not limited to, any Act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of that party's control, which causes the termination of an agreement or contract entered into, or which could not have been reasonably foreseen. Any party affected by such an event will inform the other party and use all reasonable endeavors to comply with this Agreement.

## 12. Modification of this Agreement

We reserve the right, at our discretion, to change this Agreement on a going-forward basis at any time. Please check this Agreement periodically for changes. If a change to this Agreement materially modifies your rights or obligations, you will be required to accept the modified Agreement in order for your Reservation to remain valid. Material modifications are effective upon your acceptance of the modified Agreement. Immaterial modifications are effective upon publication.

## 13. Entire Agreement; Survival

This Agreement represents the entire agreement governing your Reservation of the Product, and any prior agreements have no force or effect. All provisions of this Agreement which by their nature should survive, will survive termination, including without limitation, ownership provisions, disclaimers, indemnification, and limitation of liability.

## 14. Waiver; Severability

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If for any reason a court of competent jurisdiction finds any portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.



## 15. Dispute Resolution

Please read the following arbitration agreement in this Section (“**Arbitration Agreement**”) carefully. It requires you to arbitrate disputes with Camp365 and limits the manner in which you can seek relief from us.

(a) Applicability of Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Products, or any products sold or distributed by Camp365, or to any aspect of your relationship with Camp365, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims or seek relief in small claims court if your claims qualify; and (2) you or Camp365 may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

(b) Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to our registered agent: The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at

800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(c) Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Camp365. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

(d) Waiver of Jury Trial. YOU AND CAMP365 HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Camp365 are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 15(a) above. An arbitrator can

award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

(e) Waiver of Class or Other Non-Individualized Relief. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of Minnesota. All other disputes, claims, or requests for relief shall be arbitrated.

(f) 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: info@camp365.com, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Camp365 username (if any), the email address you used to set up your Camp365 reservation (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

(g) Severability. Except as provided in Section 15(e), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such

specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

(h) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Camp365.

(i) Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Camp365 makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Camp365 at the following address: [info@camp365.com](mailto:info@camp365.com)

## 16. Assignment

This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Camp365 prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

## 17. Exclusive Venue

To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Camp365 agree that all claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the state or federal courts located in Minnesota.

## 18. Governing Law

This Agreement and any action related thereto will be governed and interpreted by and under the State of Minnesota, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

## 19. Notice

Where Camp365 requires that you provide an email address, you are responsible for providing Camp365 with your most current email address. In the event that the last e-mail address you provided to Camp365 is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, Camp365 dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Camp365 at the following address: [info@camp365.com](mailto:info@camp365.com) Such notice will be deemed given when received by Camp365 by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

## 20. Consent to Electronic Communications

The communications between you and Camp365 use electronic means, whether you visit our website or send us emails, or whether we post notices on our website or communicate with you via email. For contractual purposes, you (1) consent to receive communications from Camp365 in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Camp365 provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.