

TERMS OF SERVICE

Revised: February 11, 2019

1. ACCEPTANCE OF TERMS

This service is owned and operated by Rollick , Inc. and its affiliates (“**Rollick**”). Rollick permits access to and use of its online powersports vehicles, watercraft and RV (collectively, “**Vehicles**”) information and communications platform, as well as related services that can be accessed from or through the websites and associate domains of Rollick, including <https://www.gorollick.com/> and www.AvalaMarketing.com, the websites and services of our Vehicles partners and dealer network, and any related mobile applications (collectively, the “**Service**”), subject to the terms and conditions in this Terms of Service (“**TOS**”). Rollick may, at its discretion, update this TOS at any time. You can access and review the most current version of this TOS at the URL for this page or by clicking on the “Terms of Service” link within the Service or as otherwise made available by Rollick. By continuing to use the Service after an updated version of this TOS has been posted, you agree that the new TOS will apply to your use. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be written in English only. **Il est la volonté expresse des parties que cette convention et tous les documents s’y rattachant, y compris les avis et les autres communications, soient rédigés en anglais seulement.**

PLEASE REVIEW THIS TOS CAREFULLY. BY REGISTERING FOR AN ACCOUNT, PROVIDING INQUIRY DATA (defined below) OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS TOS, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO YOU. IF YOU DO NOT AGREE TO BE BOUND BY THIS TOS, DO NOT ACCESS OR USE THE SERVICE.

THIS TOS REQUIRES BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS TOS OR YOUR ACCESS TO OR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THIS TOS (EACH, A “**CLAIM**”), AND YOU AGREE THAT ANY SUCH CLAIM SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, ARBITRATION OR OTHER SIMILAR PROCESS. PLEASE REVIEW SECTION 17 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY CLAIM.

You represent and warrant that you are: (a) over eighteen years of age or the age of majority in your jurisdiction, whichever is greater; (b) of legal age to form a binding contract; and (c) not a person barred from using the Service under the laws of your country of residence or any other applicable jurisdiction.

2. PRIVACY POLICY

Your privacy is important to us. Please review our [Privacy Policy](https://gorollick.com/company/privacy-policy/) at <https://gorollick.com/company/privacy-policy/>, to understand our practices. This privacy policy also governs your use of the Service.

3. GRANT OF RIGHTS

- (a) Rollick grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and view materials within the Service.
- (b) To the extent that the Service provides access to any online software, applications or other similar components, Rollick grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use such components only for your internal business purposes in the form within the online platform provided by Rollick and solely to access the materials within the Services.
- (c) Rollick may make available mobile apps for access to and use of certain components of the Service (collectively, "**Mobile Apps**"). Your access to and use of Mobile Apps is subject to this TOS and any applicable end user license agreement provided with each app.
- (d) All rights granted to you under this TOS are subject to your compliance with this TOS in all material respects and may only be exercised for your non-commercial personal or educational use. Your access to and use of the Service must further comply in all material respects with any usage guidelines posted by Rollick.

4. INQUIRY DATA; ACCOUNTS

- (a) You may browse the Service without submitting information to Rollick, but some features may not be accessible unless you provide information about yourself as prompted by the Service's inquiry form (the "**Inquiry Data**"). You agree to (i) provide true, accurate, current and complete Inquiry Data, and (ii) maintain and promptly update the Inquiry Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Rollick reasonably suspects that you have done so, Rollick may suspend your use of the Service. Please review the Rollick Privacy Policy for more information regarding our use of your personal information provided as part of Inquiry Data.
- (b) To access certain features of the Service you may be required to create an account with Rollick. You are fully responsible for all activities that occur under your account. You may not share your account or password with anyone. You agree to notify Rollick immediately of any unauthorized use of your account or password or any other similar breach of security.

5. RESPONSIBILITY FOR CONTENT

- (a) You acknowledge and agree that all information, data, data records, databases, text, software, photographs, images, graphics, videos, messages, scripts, tags and other materials accessible through the Service, whether publicly posted or privately transmitted, including, without limitation, Vehicle- costs, prices, estimates, taxes, condition, reviews and specifications ("**Content**"), are the sole responsibility of the person from whom such Content originated. This means that you, and not Rollick, are entirely

responsible for all Content that you upload, post, email, transmit or otherwise make available through the Service (“**Your Content**”), and other users of the Service, and not Rollick, are similarly responsible for all Content they upload, post, email, transmit or otherwise make available through the Service (“**User Content**”).

(b) You acknowledge and agree that Rollick has no obligation to pre-screen Content (including, but not limited to, Your Content and User Content), although Rollick reserves the right in its sole discretion to pre-screen, refuse or remove any Content. Without limiting the generality of the foregoing sentence, Rollick shall have the right to remove any Content that violates this TOS or that it deems objectionable.

(c) To the extent that you submit any Content, you represent and warrant that: (i) you have all necessary right and authority to grant the rights set forth in this TOS with respect to Your Content; and (ii) Your Content does not violate any duty of confidentiality owed to another party, or infringe, dilute, misappropriate or otherwise violate the proprietary or intellectual property rights (including, without limitation, rights in copyrights, trademarks, privacy and publicity) or any other right of any other party.

6. RIGHTS TO CONTENT

(a) Rollick does not claim ownership of Your Content; however, you grant Rollick and its service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Your Content (in any form and any medium, whether now known or later developed) as necessary to provide the Service. You acknowledge and agree that the technical processing and transmission of data associated with the Service, including Your Content, may require: (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

(b) Except with respect to Your Content, you acknowledge and agree that, as between you and Rollick, Rollick owns all rights, title and interest (including, but not limited to, all intellectual property rights) in the Service and all Content and other materials within the Service. The Service and Content, including Marks (as defined below), are protected by U.S. and international copyright and other intellectual property laws and treaties and may not be used for any purpose other than as expressly permitted herein without the prior written permission of Rollick. Rollick reserves all rights not expressly granted to you.

(c) Rollick claims trademark protection over all names, brands, trademarks, service marks and logos that we make available to you, including the Rollick, AVALA and Aibase.com marks (“**Marks**”) and you will not use the Marks except as expressly authorized herein. You will not remove or alter the Marks or any proprietary notices on the Content. The Marks may not be included in or as part of any registered corporate name, any other logo, or service or product name. You may not create any derivative works of the Marks or use the Marks in a manner that creates or reasonably implies an inaccurate sense of endorsement, sponsorship, or association with Rollick. You will not otherwise use business names and/or logos in a manner that can mislead, confuse, or deceive any third party. All use of the Marks and all goodwill arising out of such use, will inure to Rollick’s benefit.

(d) Except with respect to Your Content, you may not: (i) use, capture, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights to the Service, except as expressly permitted under this TOS; (ii) reverse engineer, disassemble, decompile or translate, or otherwise attempt to derive the source code, architectural framework or data records within or associated with the Service; (iii) interfere with or disrupt the integrity or performance of the Services; (iv) access the Service for the purpose of developing,

marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Service or any products or services offered by Rollick; (v) rent, lease, lend, sell or sublicense the Service or otherwise provide access to the Service or Content as part of a service bureau or similar fee-for-service purpose, or provide or permit other individuals or entities to create Internet "links" to the Services or Content or "frame" or "mirror" the Services or Content on any other server, or wireless or Internet-based device; or (vi) remove or obscure any proprietary notice that appears within the Service.

7. CONSENT TO CONTACT BY AUTOMATED MEANS

By providing your contact information, including your phone number, you agree that Rollick and its Vehicles partners and dealer network may contact you, including via telephone calls and texts relating to your Vehicle interests. You agree that such calls and texts, including sales calls, may be placed through the use of an automated dialer system. Your consent to receive such calls/texts is not a condition of vehicle purchase or any other transaction you may complete with Rollick or its Vehicles partners and dealer network.

8. USER CONDUCT

In connection with your access to or use of the Service, you shall not:

- (a) upload, post, email, transmit or otherwise make available any Content that: (i) is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or otherwise objectionable; (ii) may not be made available under any law or under contractual or fiduciary relationships (such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement); (iii) infringes any patent, trademark, trade secret, copyright or other proprietary right of any party; (iv) consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, commercial electronic messages or any other form of solicitation; (v) contains software viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any software or hardware; or (vi) consists of information that you know or have reason to know is false or inaccurate.
- (b) impersonate any person or entity, including, but not limited to, Rollick personnel, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- (c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- (d) act in a manner that negatively affects the ability of other users to access or use the Service;
- (e) take any action that imposes an unreasonable or disproportionately heavy load on the Service or its infrastructure;
- (f) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (g) use spiders, crawlers, robots, scrapers, automated tools or any other similar means to access the Service or substantially download, reproduce or archive any portion of the Service or Content;

(h) sell, share, transfer, trade, loan or exploit for any commercial purpose any portion of the Service or Content, including, but not limited to, your user account and password; or

(i) violate any applicable local, state, provincial, federal or international law or regulation.

9. SUGGESTIONS

If you elect to provide or make available to Rollick any suggestions, comments, ideas, improvements or other feedback relating to the Service ("**Suggestions**"), Rollick shall own and be free to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in your Suggestions in any form and any medium (whether now known or later developed), without accounting, credit or compensation to you.

10. DEALINGS WITH ADVERTISERS AND OTHER THIRD PARTIES

Your dealings with advertisers and other third parties who market, sell, buy or offer to sell or buy any goods or services on the Service, including payment for or delivery of such goods or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser or other third-party. You agree that Rollick shall not be liable for any damage or loss of any kind incurred as a result of any such dealings.

11. LINKS AND EXTERNAL MATERIALS

The Service or users of the Service may provide links to other websites or resources. You acknowledge and agree that Rollick does not endorse and is not responsible for any content, advertising, products, services or other materials on or available through such sites or resources ("**External Materials**"). External Materials are subject to different terms of use and privacy policies, which you are responsible for reviewing. You further acknowledge and agree that Rollick shall not be liable for any damage or loss resulting from or arising out of use of or reliance on any External Materials.

12. MODIFICATIONS TO THE SERVICE

Rollick reserves the right at any time to modify or discontinue the Service (or any portion thereof) with or without notice, and Rollick shall not be liable to you for any such modification or discontinuance.

13. INDEMNIFICATION

You shall indemnify and hold Rollick and its affiliates, and each of their officers, directors, employees, agents, partners and licensors (collectively, "**Rollick Parties**") harmless from and against all, losses, damages, costs, liabilities and expenses, including, but not limited to, reasonable attorneys' fees, to the extent resulting from or arising out of any third party claim, demand, or action due to: (a) your violation of this TOS or any law or regulation; (b) Your Content; (c) your use of the Service or Content, except as expressly permitted in this TOS; or (d) your violation of any rights of another party. At the discretion of Rollick, you shall also defend Rollick from such claims, demands and actions.

14. DISCLAIMER OF WARRANTIES

(a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ROLICK PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING, BUT, NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

(b) THE ROLICK PARTIES MAKE NO REPRESENTATION OR WARRANTY THAT: (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE OR ERROR-FREE; OR (iii) THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE CONTENT, WILL BE ACCURATE, RELIABLE, CURRENT OR COMPLETE.

(c) WITHOUT LIMITING THE FOREGOING, ALL CONTENT MADE AVAILABLE THROUGH THE SERVICE IS MADE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY. YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING THE ACCURACY OF ALL INFORMATION BEFORE TAKING OR OMITTING ANY ACTION.

15. LIMITATION OF LIABILITY

(a) YOU ACKNOWLEDGE AND AGREE THAT THE ROLICK PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS, GOODWILL OR DATA, OR COST OF COVER, OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF THE ROLICK PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL THE ROLICK PARTIES' TOTAL LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS TOS OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICE OR CONTENT EXCEED THE GREATER OF FIFTY DOLLARS (\$50) OR THE AMOUNT PAID BY YOU TO ROLICK FOR ACCESS TO THE PORTION OF THE SERVICE AT ISSUE WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM(S) AROSE.

(b) THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

16. TERMINATION

(a) Either party may terminate this TOS at any time. In the event that you violate this TOS, all rights granted to you under this TOS shall terminate immediately, with or without notice to you. To the extent that your access to the Service arises from a separate agreement, such access shall terminate upon termination of the applicable agreement or as otherwise set forth in such agreement.

(b) Upon termination of this TOS for any reason: (i) Rollick, in its sole discretion, may remove and discard Your Content; (ii) you will immediately cease your use of the Services and Content, other than Your Content; and (iii) any provision that, by its terms, is intended to survive the expiration or termination of this TOS shall survive such expiration or termination.

17. GOVERNING LAW

This TOS shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws and the laws of the State of Texas, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this TOS.

18. BINDING ARBITRATION AND CLASS ACTION WAIVER

(a) ALL CLAIMS (AS DEFINED IN SECTION 1) SHALL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT (DEFINED FOR THE PURPOSES OF THIS TOS AS A COURT OF LIMITED JURISDICTION THAT MAY ONLY HEAR CLAIMS NOT EXCEEDING \$5,000) IN AUSTIN, TEXAS, IF YOUR CLAIMS ARE WITHIN THE COURT'S JURISDICTION. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

(b) The arbitration shall be conducted by the American Arbitration Association (AAA) under its then-applicable Commercial Arbitration Rules or, as appropriate, its Consumer Arbitration Rules. The AAA's rules are available at <http://www.adr.org/>. Payment of all filing, administration and arbitrator fees shall be governed by the AAA's rules. The arbitration shall be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that such hearing shall be conducted in Austin, Texas or, if the Consumer Arbitration Rules apply, another location reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, as determined by the arbitrator. The decision of the arbitrator on all matters relating to the Claim shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

(c) WE EACH AGREE THAT ALL CLAIMS (AS DEFINED IN SECTION 1) SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, ARBITRATION OR OTHER SIMILAR PROCESS. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN A COURT OF COMPETENT JURISDICTION IN AUSTIN, TEXAS. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM *NON-CONVENIENS* OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.

(d) Notwithstanding anything to the contrary, you and Rollick may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect our intellectual property rights, whether in aid of, pending or independently of the resolution of any dispute pursuant to the arbitration procedures set forth in this Section 17.

19. LEGAL COMPLIANCE

You represent and warrant that you are not: (a) located in a country that is subject to a U.S. Government embargo, or designated by the U.S. Government as a “terrorist supporting” country; and (b) listed on any U.S. Government list of prohibited or restricted parties, including, but not limited to, the Specially Designated Nationals List.

20. U.S. GOVERNMENT ENTITIES

This section applies to access to or use of the Service by a branch or agency of the United States Government. The Service includes “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 and qualifies as “commercial items” as defined in 48 C.F.R. 2.101. Such items are provided to the United States Government: (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. The United States Government shall acquire only those rights set forth in this TOS with respect to the such items, and any access to or use of the Service by the United States Government constitutes: (i) agreement by the United States Government that such items are “commercial computer software” and “commercial computer software documentation” as defined in this section; and (ii) acceptance of the rights and obligations herein.

21. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this TOS.

22. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe that your work has been made available through the Service in a way that constitutes copyright infringement, please provide Rollick’s Agent for Notice of Copyright Claims the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) a description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) a description of the material that you claim is infringing and where that material may be accessed within the Service; (d) your address, telephone number and email address; (e) a statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement from you that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Rollick’s Agent for Notice of Copyright Claims can be reached as follows:

Rollick, Inc.

Agent for Notice of Copyright Claims
13215 Bee Cave Parkway

Bee Cave, Texas 78738

Email: copyright@gorollick.com

23. GENERAL PROVISIONS

This TOS constitutes the entire agreement between you and Rollick concerning your access to and use of the Service and Content. It supersedes all prior or contemporaneous oral or written negotiations and agreements between you and Rollick with respect to such subject matter. This TOS may not be amended by you except in a writing executed by you and an authorized representative of Rollick. You may not assign or delegate any right or obligation under this TOS without the prior written consent of Rollick. Rollick may assign this TOS, in whole or in part, at any time in its sole discretion. The failure of Rollick to exercise or enforce any right or provision of this TOS shall not constitute a waiver of such right or provision. If any provision of this TOS is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this TOS. For the purposes of this TOS, the words "such as," "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." Any prevention of or delay in performance by Rollick hereunder due to labor disputes, acts of god, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond its reasonable control shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.

PRIVACY POLICY

Revised: February 11, 2019

This Privacy Policy describes the information that Outdoor, Inc. and its affiliates ("**Rollick**," "**we**," "**us**" or "**our**") may collect through your use of the Rollick online powersports vehicles, watercraft and RV (collectively, "**Vehicles**") information and communications platform, as well as related services that can be accessed from or through the Rollick websites and associate domains, including <https://www.gorollick.com/> and www.AvalaMarketing.com, the websites and services of our affinity partners, vehicle partners and dealer network, and related websites and mobile applications (collectively, the "**Service**"). It also describes how we may use, disclose and protect information collected through your access to and use of the Service.

1. GENERAL

(a) **Consent.** By accessing or using the Service, you consent to the collection, use, disclosure, storage and processing of your information in accordance with: (i) this Privacy Policy; (ii) Rollick's [Terms of Service](https://gorollick.com/company/terms-of-service/) located at <https://gorollick.com/company/terms-of-service/> and any other related terms of service, end user license agreement, or services agreement (collectively, "**Service Terms**"); and (iii) and as permitted or required by applicable law.

(b) **International.** The Service may be hosted or operated in countries other than the country in which you reside. Those countries may have different data protection laws and regulations from those that apply in your home country. By accessing or using the Service, you consent to the transfer, storage and processing of your information outside of your home country. Please be aware that the governments, courts, and law enforcement, security or regulatory agencies of a particular country may be able to obtain access to or disclosure of your information as permitted by the laws of that country. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be in English only. **Il est la volonté expresse des parties que cette convention et tous les documents s’y rattachant, y compris les avis et les autres communications, soient rédigés en anglais seulement.**

Your privacy is important to us. Rollick encourages you to read this Privacy Policy in its entirety, but you can navigate to specific section through the following links:

2. HOW WE COLLECT AND USE INFORMATION

(a) **Information That You Provide Directly.** We may ask for certain personal information such as your name, physical address, email address, phone number, group affiliation, demographic information, and other information relating to you. We may retain any messages you send through the Service, and we may also retain other personal information you voluntarily provide to us. We use this information to operate, maintain and provide to you the features and functionality of the Service, and as further described below.

(b) **Information Collected or Received from Third Parties.** We may receive information about you from third parties. You should always review and, if necessary, adjust your privacy settings on third-party services before linking or connecting them to the Service. We may also collect information about you from our third-party business associates, publicly-available sources and our affiliates. For example, we may receive information about you from: (i) member service organizations, affinity groups and other associations (collectively, “**Organizations**”) of which you are a member; (ii) third-party services that verify your membership in such organizations (“**Verification Services**”); and (iii) Vehicle dealers and manufacturers.

(c) **Analytics information.** We may collect, measure and analyze your personal information to identify traffic and usage trends for the Service, and we may use third-party analytics tools, including Google Analytics and other cloud-based tools, to help us (“**Analytics Tools**”). This allows us to understand, among other things, who is using the Service, how they are using it, and ways to improve the Service. Analytics Tools may use cookies and persistent device identifiers to collect and store information such as number of visits, time and date of visit, pages visited, time spent on each page, IP address, and type of operating system used. You can learn more about Google Analytics and your options for opting out of interest-based Google ads at <https://adssettings.google.com>.

(d) **Cookies.** When you visit the Service, we may send one or more cookies (small text files containing a string of alphanumeric characters) to your computer that uniquely identify your browser and enhance your navigation of the Service. A cookie may also convey information to us about how you use the Service (e.g., the pages you view, the links you click and other actions you take), and allow us or our third-party business associates to track your usage of the Service. There are at least two different types of cookies: persistent and session cookies. A persistent cookie remains on your hard drive after you close

your browser. Persistent cookies may be used by your browser on subsequent visits to the Service. Persistent cookies can be removed by following your web browser's directions for removal of cookies. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to notify you when a cookie is being sent; however, some features of the Service may not function properly if cookies are disabled.

(e) Log File. Log file information is automatically reported by your browser each time you access a web page. When you access or use the Service, our servers may automatically record certain log file information, such as your web request, internet protocol (IP) address, operating systems used, browser type, referring/exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, and pages viewed.

(f) Clear GIFs/Web Beacons/Pixel Tags. Clear GIFs (also known as web beacons or pixel tags) allow us to know when you visit our Service, and for the tracking of a user's response to an email or usage of a website. Through the use of clear GIFs, web beacons and pixel tags, we obtain non-personal information or aggregated information that can be used by us to understand traffic patterns and enhance your online experiences. We may use clear GIFs or similar technologies to assess responses to emails and usage of the Service. For example, we may use clear GIFs to track when emails are opened and which links are clicked by recipients. You can disable the ability of clear GIFs to capture information by blocking cookies.

(g) Device Identifiers. When you access or use the Service using a mobile device, we may access, collect, monitor and/or remotely store one or more "device identifiers," such as a universally unique identifier(UUID). Device identifiers are small data files or similar data structures stored on or associated with your device that uniquely identify your device. A device identifier may consist of data stored in connection with the device hardware, operating system or other software, or data sent to the device by us. A device identifier may convey information to us about how you browse and use the Service. A device identifier may remain persistently on your device to enhance your navigation on the Service. Some features of the Service may not function properly if use or availability of device identifiers is impaired or disabled.

(h) Location Data. When you access or use the Service, we may access, collect, monitor and/or remotely store "location data," which may include GPS coordinates (e.g. latitude and/or longitude) or similar information regarding the location of your device. Location data may convey to us information about how you browse and use the Service. Some features of the site, particularly location-based services, may not function properly if use or availability of location data is impaired or disabled.

(i) Commercial Communications. We may use the information we collect or receive to communicate directly with you. For example, we may use the information to send you emails containing newsletters, promotions and special offers regarding the Service. We may also use the information to conduct market analyses, and to send you service-related notices (e.g., account verification, technical and security notices) and targeted direct marketing mail mailings.

(j) Use of Certain Service-Type Information. We may use information from cookies, log files, device identifiers, location data and clear GIFs to: (i) remember you, your preferences and your information so that you will not have to re-enter it during your visit or the next time you visit the site; (ii) provide custom, personalized content or information; (iii) monitor and improve the effectiveness of the Service; (iv) monitor aggregate metrics, such as total number of visitors, traffic and demographic patterns; (v) diagnose or fix technology problems; (vi) provide advertising to your browser or device; and (vii) conduct research or surveys.

(k) Use of Information with Your Consent. We may use your information for any other purpose for which you provide consent.

(l) Combining Information. We may combine any of the information we collect from or about you, from one or multiple sources, and use it in the manner described in this Privacy Policy.

(m) Marketing Surveys, Solicitations, or Contests. From time to time, we may use personal information provided through product registration to request marketing information from you using surveys, solicitations, or contests. Additional information requested may include contact information (such as e-mail address) and demographic information (such as number of family members and income ranges). Participation in surveys, solicitations, or contests is completely voluntary and you therefore have a choice as to whether to disclose any information. We will use such personal information to notify winners and award prizes, to monitor or improve the use of the Service or related advertising, and to provide aggregated information for marketing analyses. We use this information to analyze your present and future needs related to our and our clients products and to send you further notices, promotions, solicitations, or brochures and other marketing materials regarding the Service and the products and services of our businesses and those of our business partners or authorized dealers. Solicitations may take the form of mailings via U.S. mail or other couriers, or e-mail (if provided). If you do not want to receive these solicitations from us using the personal information provided by you through product registration cards or other sources, you may forego registration.

3. HOW WE MAY SHARE YOUR INFORMATION

(a) Business Associates and Service Providers. We may share information about you with third-party business associates and service providers that perform services on our behalf in connection with the Service. We may also share information about you with any of our subsidiaries or affiliates for purposes consistent with this Privacy Policy.

(b) Vehicle Dealers and Manufacturers, and related Marketing Groups. We may share information with Organizations, Verification Services, and Vehicle dealers and manufacturers and other providers of Vehicle-related products and services, as well as related marketing groups, in connection with the Service to, among other things, allow you to communicate with such parties and, and them to communicate with you, including by automated means. We may have agreements with marketing providers to provide specific services for you. When you request or use such services, we may share your personal information with the marketing providers, who may in turn send you brochures, catalogs, and other marketing materials. In such cases, we will use good faith efforts to restrict the information provided to the information necessary for the provision of such services and limit any other use of the information.

(c) Business Change. If we become involved in a merger, consolidation, acquisition, sale of assets, joint venture, securities offering, bankruptcy, reorganization, liquidation, dissolution or other transaction, or if the ownership of all or substantially all of our business otherwise changes, we may share or transfer your information to a third party or parties in connection with such transaction or change in ownership.

(d) Necessary Disclosure: Regardless of the choices you make regarding your information and to the extent permitted or required by applicable law, we may disclose information about you to third parties to: (i) enforce or apply this Privacy Policy or the Service Terms; (ii) comply with laws, subpoenas, warrants, court orders, legal processes or requests of government or law enforcement officials; (iii) protect our rights, reputation, safety or property, or that of our users or others; (iv) protect against legal liability, including to obtain parental consent from visitors under 18 years of age, where necessary; (v) establish or exercise our rights to defend against legal claims; or (vi) investigate, prevent or take action regarding known or suspected illegal activities; fraud; our rights, reputation, safety or property, or those of our users or others; violation of the Service Terms; or as otherwise required by law.

(e) Sharing Information. We may share certain service-type information, including information obtained through tools such as cookies, log files, device identifiers, location data and clear GIFs (such as de-identified usage data, referring/exit pages and URLs, platform types, number of clicks) with our third-party business associates for the purposes described in the section titled “How We Collect and Use Information.” We may also share your information with third parties provided it has been aggregated or otherwise de-identified in a manner that does not allow such information to be separated from the aggregate information and identified as originating from you.

4. HOW WE PROTECT YOUR INFORMATION

We take technological and organizational measures to protect the information you provide through the Service against loss, theft, and unauthorized access, use, disclosure or modification. However, we cannot ensure or warrant the security of any information you transmit to us or guarantee that information on the Service will not be accessed, disclosed, altered or destroyed. Communications sent to or from the Service may not be secure. You should use caution whenever submitting information online and take special care in deciding what information you send to us via email.

Please note, however, that when you post a message in a Rollick blog, forum, chat room, review, or customer feedback section, the information you post may be accessible to other users of the Service and the public. If you post personal information anywhere on the Service that is accessible to other users or the public, you are advised that such personal information can be read, collected, used, or disseminated by others and could be used to send you unsolicited information or otherwise. Accordingly, you assume full responsibility for posting such data and agree that Rollick is not responsible in any way for such publicly posted information.

Rollick complies with applicable data protection laws, including applicable security breach notification requirements.

5. YOUR CHOICES ABOUT YOUR INFORMATION

(a) Accessing and Managing Your Personal Information. To the extent provided by the law of your jurisdiction, you may (i) have the right to access certain personal information we maintain about you, (ii) request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes, (iii) request that we update or correct inaccuracies in such information, (iv) object to our use of your personal information, (v) ask us to block or delete your personal information from our database, and (vi) request to download the personal information you have shared on the Service. You may make these requests and any other inquiries about this Privacy Policy by emailing privacy@gorollick.com. Any such requests are subject to the protection of other customers’ rights and applicable law. Additionally, to help protect your privacy and maintain security, we may take steps to verify your identity before granting you access to the information. To the extent permitted by applicable law, a charge may apply before we provide you with a copy of any of your personal information that we maintain.

(b) Controlling Your Settings. You can limit your browser or mobile device from providing certain information by adjusting the settings in the browser, operating system or device. Please consult the documentation for the applicable browser, operating system or device for the controls available to you. You can also stop receiving promotional emails from us by following the unsubscribe instructions in those emails. Note that unsubscribe is not available for certain emails concerning your relationship or dealings with us.

(c) **Targeted Advertising.** You can learn more about targeted ads and your choices to prevent third parties from delivering targeted ads to your browser or device by visiting <http://optout.networkadvertising.org/> and <http://optout.aboutads.info/>. You should be aware that even if you opt out of targeted ads, you may still see ads within the Service, although the ads may not be tailored to your interests.

(d) **Do Not Track.** At this time, we do not recognize “do not track” signals sent from web browsers. Third-party services that we use may collect personal information about individual users and their activities over time and across different websites. In some cases, you may be able to disable tracking mechanisms, but doing so may disable certain features of the Service. To disable tracking, please consult the documentation for your browser, operating system or mobile device. For some devices, it may not be possible to disable tracking mechanisms.

6. How Long We Keep Your Information

We will retain your information as long as necessary for the purposes outlined in this Privacy Policy, and for a commercially reasonable time thereafter for backup, archival, fraud prevention or detection, or audit purposes, or as otherwise required by law.

7. CHILDREN’S PRIVACY

The Service is not directed to children and is intended for use by adults only. We do not knowingly collect personal information from individuals under 13 years of age. If you are under the age of 13, please do not submit any personal information through the Service.

8. THIRD-PARTY SERVICES AND SERVICES

The Service may reference or provide links to other websites or resources. If you access any website or resources provided by a third party, our Privacy Policy will not apply. Your interactions with such websites and resources are subject to the privacy policies of the third parties that operate them. Please review those policies carefully to understand how those parties will treat your information.

9. YOUR CALIFORNIA PRIVACY RIGHTS

Under California Civil Code Section 1798.83, if you are a California resident and your business relationship with us is primarily for personal, family or household purposes, you may request certain data regarding our disclosure, if any, of personal information to third parties for the third parties’ direct marketing purposes. You may make such a request up to once per calendar year. If applicable, we will provide to you via email a list of the categories of personal information disclosed to third parties for their direct marketing purposes during the immediately-preceding calendar year, along with the third parties' names and addresses. Please note that not all personal information sharing is covered by Section 1798.83's requirements. You may also have rights under California law to request that your personal information not be sold. To make any requests outlined in this paragraph, please send an email to privacy@gorollick.com with "Request for California Privacy Information" in the subject line.

10. UPDATES TO THIS PRIVACY POLICY

We may update this policy from time to time, and the updated version of this policy will be effective upon posting. Please check this page to review the most up-to-date version of this policy. By continuing to use the Service after an updated version has been posted, you agree that the new policy will apply to you.