

End-User License Agreement ("Agreement")
Last updated: August 02, 2021

Please read this End-User License Agreement carefully before clicking the "I Agree" button, downloading or using Liberty Coach i-Link. This is a legal agreement between the individual or entity ("you") accessing or using Liberty Coach i-Link (the "Application") and Liberty Coach, Inc. governing the provision of Liberty Coach i-Link to your coach. You accept and agree to be bound by the terms and conditions of this Agreement by downloading and activating the Liberty Coach i-Link services.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this End-User License Agreement:

Agreement means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Application.

Application means the software program provided by the Company downloaded by You through an Application Store's account to a Device, named Liberty Coach i-Link

Application Store means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) by which the Application has been downloaded to your Device.

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Liberty Coach, Inc., 1400 Morrow Ave. North Chicago, IL 60064.

Content refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

Country refers to: The State of Illinois, United States

Device means any device that can access the Application such as a computer, a cellphone or a digital tablet.

Family Sharing / Family Group permits You to share applications downloaded through the Application Store with other family members by allowing them to view and download each others' eligible Applications to their associated Devices.

Third-Party Services means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made

available by the Application.

You means the individual accessing or using the Application or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.

Acknowledgment

By clicking the "I Agree" button, downloading or using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not click on the "I Agree" button, do not download or do not use the Application.

This Agreement is a legal document between You and the Company and it governs your use of the Application made available to You by the Company.

This Agreement is between You and the Company only and not with the Application Store. Therefore, the Company is solely responsible for the Application and its content. Although the Application Store is not a party to this Agreement, it has the right to enforce it against You as a third party beneficiary relating to your use of the Application.

Since the Application can be accessed and used by other users via, for example, Family Sharing / Family Group or volume purchasing, the use of the Application by those users is expressly subject to this Agreement.

The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement.

License

Scope of License

The Company grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement.

You may only use the Application on a Device that You own or control and as permitted by the Application Store's terms and conditions.

The license that is granted to You by the Company is solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

License Restrictions

You agree not to, and You will not permit others to:

License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

Copy or use the Application for any purpose other than as permitted under the above section 'License'.

Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any

part of the Application.

Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the Application.

Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.

The Company shall not be obligated to indemnify or defend You with respect to any third party claim arising out of or relating to the Application. To the extent the Company is required to provide indemnification by applicable law, the Company, not the Application Store, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Application or your use of it infringes any third party intellectual property rights.

Your Suggestions

Any feedback, comments, ideas, improvements or suggestions provided by You to the Company with respect to the Application shall remain the sole and exclusive property of the Company.

The Company shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to You.

Modifications to the Application

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to You.

Updates to the Application

The Company may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications.

Updates may modify or delete certain features and/or functionalities of the Application. You agree that the Company has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to You.

You further agree that all updates or any other modifications will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

Maintenance and Support

The Company does not provide any maintenance or support for the download and use of the Application. To the extent that any maintenance or support is required by applicable law, the Company, not the Application Store, shall be obligated to furnish any such maintenance or support.

Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Application. Third-party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

The Application uses commercial mobile wireless services purchased from one or more third party providers (the "Underlying Wireless Carrier"). This agreement does not give you any rights against the Underlying Wireless Carrier selected for Liberty Coach i-Link. The Underlying Wireless Carrier is, however, an intended third party beneficiary of the protections of this Agreement.

The Liberty Coach i-Link services are provided by using an embedded telematics device installed in your coach (the "telematics control unit"), which receives global positioning satellite (GPS) signals and communicates with Liberty Coach Service Center via wireless and landline communications networks. The telematics control unit is not intended to place or receive personal calls and may only place calls to our service providers as permitted under this Agreement. The availability and use of Liberty Coach i-Link is subject to many limitations, including the following: (a) Your coach battery is charged and connected; (b) Services are available only within the 50 United States and Canada , (c) Services are available only when your coach's telematics control unit is in range of a transmission site of the Underlying Wireless Carrier, or a transmission site of another company that has agreed to carry its calls, and there is sufficient network capacity at that moment; (d) Services may be impaired by landline and wireless communications problems caused by atmospheric or topographical conditions, busy cells, capacity limitations, equipment problems, equipment maintenance, and other factors and conditions; (e) There are places, particularly in remote areas, with no service at all from the Underlying Wireless Carrier; (f) Services may be affected by inherent limitations of your coach's electrical system and architecture or if any of the components of your coach's telematics control unit have been damaged or are defective; (g) Services are not available if the GPS system is not working or the signals are obstructed; (h) Certain programming limitations of the GPS system may impair the ability to determine your vehicle's precise location; and (i) Services may be limited based on the information provided from third party service providers. If we or the Underlying Wireless Carrier terminates or restricts digital service, the Liberty Coach i-Link Application may not be available.

Responsibility in Emergency Situations

The Liberty Coach i-Link Application is not designed to provide emergency service and will not send an emergency signal or call from your coach to an appropriate emergency agency. You release Liberty Coach, Inc., the service provider, the Underlying Wireless Carrier and any other third party service providers from all liabilities and losses (including physical injury or death) that you or others may suffer in an emergency situation.

Privacy Policy

The Company collects, stores, maintains, and shares information about You in accordance with Our Privacy Policy: <https://libertycoach.com/privacy-policy/>

By accepting this Agreement, You acknowledge that You hereby agree and consent to the terms and conditions of Our Privacy Policy.

Term and Termination

This Agreement shall remain in effect until terminated by You or the Company. The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your Device or from your computer.

Upon termination of this Agreement, You shall cease all use of the Application and delete all copies of the Application from your Device.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

If you fail to timely pay any amount due under this Agreement, Liberty Coach, Inc. may terminate this agreement upon 10 days written notice to you. If Liberty Coach, Inc. determines that you have violated the terms and conditions of this Agreement and such breach impacts Liberty Coach, Inc.'s, the Underlying Wireless Carrier's or any other service provider's ability to service its other customers, Liberty Coach, Inc. may suspend or terminate this agreement without notice as determined by Liberty Coach, Inc. in its sole discretion. If you breach any other term of this agreement, Liberty Coach, Inc. may terminate this agreement upon 30 days written notice to you. An email sent to your email address on record for your Liberty Coach i-Link account serves as written notice. These rights are in addition to any others Liberty Coach, Inc. may have. If Liberty Coach, Inc. brings an action to enforce its rights against you, you agree to pay all reasonable costs of enforcement, including attorneys' fees. IF LIBERTY COACH, INC. TERMINATES THIS AGREEMENT, YOU WILL NOT BE ABLE TO ACCESS LIBERTY COACH i-LINK, AND YOU WILL NOT BE ENTITLED TO A REFUND OR CREDIT.

Indemnification

You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers,

employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

Force Majeure

Liberty Coach, Inc. and its service providers will not be responsible for the failure to provide Liberty Coach i-Link services if caused by any of the following: any act or omission of the Underlying Wireless Carrier or any other wireless carrier (including interruption of wireless service); equipment failures or shortages; damage to the response center, any land or wireless communications networks or the GPS system; acts of nature, acts of God, labor strikes or war; or any other act or event that is outside of the reasonable control of Liberty Coach, Inc. and its service providers. UNDER ANY OF THESE CIRCUMSTANCES, LIBERTY COACH, INC. MAY AT ITS OPTION SUSPEND OR TERMINATE ALL OR SOME OF THE LIBERTY COACH i-LINK SERVICES OR TERMINATE THIS AGREEMENT WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY. MOREOVER YOU WILL NOT BE ENTITLED TO A REFUND OR CREDIT.

No Warranties

The Application is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Your coach's limited warranty includes the telematics control unit in your coach, but does not cover the Liberty Coach i-Link Application or the wireless service.

Your use of the Application and the wireless service is at your own risk. Neither Liberty Coach, Inc., the service providers, the underlying wireless carrier, nor any other third party beneficiary exercise any control over or has responsibility whatsoever for the content or information

transmitted or accessible through Liberty Coach i-Link. The underlying wireless carrier's wireless service, including any warranty of the wireless service, and Liberty Coach, Inc., the service providers carrier, and any other third party beneficiary expressly disclaim any responsibility for such content and information. LIBERTY COACH i-LINK, THE WIRELESS SERVICE AND ANY AND ALL RELATED CONTENT AND MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, AND/OR QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE UNDERLYING WIRELESS CARRIER'S WIRELESS SERVICE ARE EXPRESSLY DISCLAIMED. Neither Liberty Coach, Inc., the service providers, carrier, nor any other third party beneficiary represent or warrant that the Application will meet your requirements, prevent unauthorized access by third parties, be uninterrupted, secure, error free, without loss of content, data or information. In addition, you acknowledge and agree that transmissions related to the Application and/or over the wireless service may not be secure. You further acknowledge and agree that any data, material or information of any kind whatsoever uploaded, downloaded or otherwise obtained through the use of Liberty Coach i-Link and the wireless service is done at your own discretion and risk and that you shall be solely responsible for any loss of such data, material or information during, or that results from, your use of Liberty Coach i-Link and/or wireless service including, but not limited to, your sending or receiving, or uploading or downloading, or attempts to do same, of such data, material or information. Neither Liberty Coach, Inc., the service providers, the underlying wireless carrier, nor any other third party beneficiary shall be responsible for any losses or damages arising as a result of the unavailability of Liberty Coach i-Link or the wireless service, including the inherent inability of the Application to reach 911 or other emergency services, or any failure or fault relating to equipment or services provided to you.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law. To the extent any warranty exists under law that cannot be disclaimed, the Company, not the Application Store, shall be solely responsible for such warranty.

Limitation of Liability

Notwithstanding any damages that You might incur, if Liberty Coach, Inc., its service providers, the underlying wireless carrier or any other third party beneficiary is found liable to you for any reason, You agree that the entire, aggregate liability of the Company and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the lesser of total amount paid by you for Liberty Coach i-Link during the 12 months preceding the date your claim arose or \$100 USD. You agree that neither Liberty Coach, Inc., its service providers, the underlying wireless carrier nor any other third party beneficiary would have agreed to provide Liberty Coach i-Link to you if you did not agree to this limitation. This amount is the sole and exclusive liability of Liberty Coach, Inc., its service providers, the underlying wireless carrier and any other third party beneficiaries to you, and is payable as

liquidated damages and not as a penalty.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

You expressly understand and agree that the Application Store, its subsidiaries and affiliates, and its licensors shall not be liable to You under any theory of liability for any direct, indirect, incidental, special consequential or exemplary damages that may be incurred by You, including any loss of data, whether or not the Application Store or its representatives have been advised of or should have been aware of the possibility of any such losses arising.

The Liberty Coach i-Link services are provided to you merely as a convenience and are not intended as a substitute for insurance. The amount of fees for the Application are not related to the value of your coach or its contents or to the potential cost of any injury or loss suffered by You or anyone else. You should obtain and maintain adequate insurance covering such injuries and losses. You agree to release Liberty Coach, Inc., its service providers, the underlying wireless carrier and all other third party beneficiaries from any and all claims, liabilities and losses in connection with Liberty Coach i-Link, including, but not limited to claims for personal injury or property damage arising from the total or partial failure of performance of the Liberty Coach i-Link Application, even if caused by the negligence of Liberty Coach, Inc., its service providers, the underlying wireless carrier, any third party beneficiary, or the errors or malfunction of the telematics control unit. You further agree that this release extends to any party claiming under you and that your insurance company will have any right of subrogation.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY LAW.

Severability and Waiver

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Product Claims

The Company does not make any warranties concerning the Application. To the extent You have any claim arising from or relating to your use of the Application, the Company, not the Application Store, is responsible for addressing any such claims, which may include, but not limited to: (i) any product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection, or similar legislation.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Changes to this Agreement

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

Governing Law

The laws of the State of Illinois, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

Entire Agreement

The Agreement constitutes the entire agreement between You and the Company regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which the Company will provide to You at the time of such use or purchase.

Contact Us

If you have any questions about this Agreement, You can contact Us:

By email: appsupport@libertycoach.com

By phone number: 847.578.4600

EULA for Liberty Coach i-Link