1. **Definitions**

“**Account**” means the single account identified to a Member which results from a Member registering for an Account through the Platform. No Member may have more than one Account.

“**Arrival** **Date**” means the date and estimated time frame that a Buyer will arrive to use the Space under a Reservation and Reservation Agreement.

“**Asset**” means a truck, chassis, trailer, container, or any combination thereof which a Buyer may park in the Space pursuant to a Reservation Agreement.  Whether the Asset shall be empty or may contain cargo shall be as specified in the Supplier Profile or Reservation Agreement.

“**Stripe**” means [www.Stripe](http://www.authorize.net)

“**Buyer**” means a Member who enters into a Reservation Agreement with a Supplier for a Space via the Platform, or a Member who uses the Space and is not the Supplier for the associated Supplier Profile.

        “**Collective Content**” means Member Contributions and RIG HUT Content.

        “**Confirmed Reservation**” means that Supplier has accepted Buyer’s Reservation Request.

“**Communication**” means an email or message via the Platform.

“**Content**” means graphics, audio, video, information, text, images, music, software (excluding the Platform) or other materials.

“**Departure Date**” means the date and estimated time that a Buyer will depart from the Space under a Reservation and Reservation Agreement.

“**Stripe**” means Sting Marketing, LLC d/b/a Stripe

“**Losses**” means claims, losses, damages, obligations, liabilities, debts and expenses, including but not limited to reasonable fees of attorneys, accountants and expert witnesses.

“**Member**” means a Person who completes RIG HUT’S Account registration process.

“**Member Contributions**” is defined in the Member Contribution section of these Terms of Use.

“**Payment Method**” means a method of payment that a Member has added to its Account, for example, debit card, credit card or ACH through the Stripe, Stripe, Stripe, or other payment processing dashboard.

“**Person**” means an individual, corporation or other legal entity.

**“Plaid”** means Plaid, Inc.

**“Platform”** means the RIG HUT website(s), including the website operating at the domain [www.therighut.com](http://www.therighut.com) (the “Website”) or the RIG HUT mobile application (the “Mobile App”).

“**Premises**” means the real property at which a Space is located as indicated in the Supplier Profile.

“**Reserve**” or “**Reservation**” means, pursuant to a Confirmed Reservation and Reservation Agreement, a limited license granted by the Supplier to the Buyer for access and egress to the Premises and use of the Space for the limited duration of the Confirmed Reservation. During such time, the Supplier retains the right to enter, exit and re-enter the Premises and Space at any time.

“**Reservation Agreement**” means a limited license agreement entered into via the Platform by a Supplier and Buyer pursuant to Supplier’s Confirmed Reservation of a Space.  RIG HUT is not a party to the Reservation Agreement.

Supplier shall upload to the Supplier Profile the form of Reservation Agreement that Supplier desires to use with Buyers or may use the Reservation Agreement template provided by RIG HUT.

“**Reservation Fee**” means the amount established by a Supplier in its Supplier Profile for use of the Space, which is usually expressed as a daily rate (e.g., $20 per Space per day or portion thereof).  The Supplier, and not RIG HUT, is responsible for setting the Reservation Fee for the Space.  If Supplier determines that any Taxes are to be collected and remitted by Supplier to the taxing authority, Supplier shall include such Taxes in the Reservation Fee.  The Reservation Fee payable by Buyer also includes the Service Fees.

“**Reservation Request**” means the request by Buyer to Reserve and purchase a Space pursuant to the Supplier Profile, as evidenced by Buyer clicking the “Purchase,” “Request Space,” or similar button on the Platform.

“**RIG HUT Content**”
means all Content that RIG HUT makes available through the Platform or its related promotional campaigns and official social media channels, including any Content licensed from a third party, but excluding Member or other user Content.

“**RIG HUT Parties**” means RIG HUT, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns.

“**Service Fees**” means the fee that RIG HUT charges to a Supplier for the use of the Platform when a Supplier confirms a Reservation.

“**Space**” means the physical space at the Premises included within the Supplier Profile, for example, “A covered trailer parking space of \_\_\_’ wide x \_\_\_’ deep, which can accommodate a vehicle no higher than \_\_\_’, located at 11111  ABC Street, ABC City, ABC County, California.”  Unless earlier designated by a Supplier, Supplier designates the actual physical location of the Space within the Premises upon Buyer’s arrival at the Premises and Supplier has the right to relocate the Space within the Premises as necessary.  Buyers obtain a limited license to use the Space for the Term when they receive a Confirmed Reservation from Supplier and all Reservation Fees are paid.

“**Stripe**” means Stripe, Inc.

“**Supplier**” means a Member who creates a Supplier Profile via the Platform. Supplier may also be referred to as a “Lot Partner.”

“**Supplier Profile**” means Supplier’s listing and description of a Space, features thereof and other information that is listed by a Supplier as available for Reservation via the Platform.

“**Tax**” or “Taxes” mean any sales taxes, goods and services taxes (GST), or other taxes and fees that Suppliers may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

“**Term**” means the period of time commencing upon the Arrival Date and ending upon the Departure Date pursuant to a Reservation Agreement, provided that if a Buyer holds over (although Buyer does not have the right to hold over without Supplier and Buyer entering into a Reservation Agreement through the Platform for the additional period and Buyer having paid the additional Reservation Fee through the Platform), then the Term shall be deemed to mean the actual dates during which the Asset is located at the Premises.

1. Acceptance of the Terms of Use

The Rig Hut, LLC., a Florida limited liability company (”RIG HUT”, “we” or “ us”), provides the Platform which connects Suppliers who have Spaces available for Reservation and Buyers who seek to Reserve such Spaces under a Reservation Agreement.  Reservations are made directly between Suppliers and Buyers via the Platform.    Buyers must pay all Reservation Fees to RIG HUT via Stripe, or other payment processor as RIG HUT may elect and change from time to time in its sole and absolute discretion.  After Buyer has made such payment for the Reservation Fee to RIG HUT through Buyer’s Stripe account, the Service Fee is deducted from Reservation Fee by RIG HUT and the remaining balance is then disbursed to the Supplier by RIG HUT through Stripe.
ACCORDINGLY, YOU AGREE THAT (I) RIG HUT IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN SUPPLIERS AND BUYERS; (II) RIG HUT IS NOT A REAL ESTATE BROKER, AGENT OR INSURER; (III) RIG HUT HAS NO CONTROL OVER THE CONDUCT OF SUPPLIERS, BUYERS, SPACES, OR OTHER BUYERS OF THE PLATFORM; (IV) RIG HUT HAS NO CONTROL OVER THE CONDUCT OF STRIPE; AND (V) RIG HUT DISCLAIMS ANY AND ALL LIABILITY AND OBLIGATIONS IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

These Terms of Use are entered into by and between you and RIG HUT. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your access to and use of the Platform, whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Platform. By using the Platform or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.therighut.com/privacy> incorporated herein by reference, and these Terms of Use and our Privacy Policy constitute a binding legal agreement between you and RIG HUT. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Platform.

This Platform is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using the Platform, you represent and warrant that you are of legal age to form a binding contract with RIG HUT and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.

Certain areas of the Platform (and your access thereto or use thereof) may have different policies, guidelines or terms and conditions, or may require you to agree with and accept additional terms and conditions.  If there is a conflict between these Terms of Use and terms and conditions posted with respect to a specific area of the Platform or Collective Content, then the latter will govern, but only with respect to your use of or access to that area of the Platform or Collective Content.

If you decide to create a Supplier Profile or Reserve a Space on the Platform, you agree that your relationship with RIG HUT is that of a Supplier or Buyer, as appropriate, and an independent, third-party contractor, and you agree that you are not an agent, employee, joint venturer or partner of RIG HUT for any reason whatsoever; you act exclusively on your own behalf and for your own benefit, and not on behalf of or for the benefit of RIG HUT.  RIG HUT has no control, and has no right to control, your Supplier Profile or any other matters related to any Supplier Profile. You agree not to do anything to create the impression that you are endorsed by, partnering with, or acting on behalf of or for the benefit of RIG HUT and you may not use RIG HUT’S intellectual property for any reason whatsoever.

You agree that if you accept or agree to these Terms of Use on behalf of an entity that is not a natural person, you represent and warrant that you have the authority to bind that entity to these Terms of Use and that the terms “you” and “your” will refer and apply to that entity.

1. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Platform thereafter. However, any changes to the dispute resolution provisions set out in [Governing Law and Jurisdiction](https://darighut.com/#id.1x0gk37) and Arbitration Agreement will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on at the Platform.

Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access the Platform so you are aware of any changes, as they are binding on you. If the revised Terms of Use are not acceptable to you, your only recourse is to stop your use of the Platform, however if you do not close your Account, you will be deemed to have accepted the changes.

1. Term/Termination/Suspension

These Terms of Use are effective for a thirty (30) day term, which automatically renews for successive 30-day terms until these Terms of Use are terminated as set forth below:

1. Termination for Breach.  Without notice or grace period, RIG HUT may terminate these Terms of Use with you if you breach any provision of these Terms of Use, if you violate applicable laws, or if RIG HUT believes that such termination is reasonably necessary to protect the safety or property of RIG HUT, other Members, or third parties.
2. Termination for Convenience.  At any time, you may terminate these Terms of Use with RIG HUT by cancelling your Account by sending an email to support@therighut.com.  A Supplier who cancels its Account agrees to honor any Confirmed Reservations.   A Buyer who cancels its Account agrees to honor any Confirmed Reservations.  There will be no refunds in the event that a Supplier or Buyer cancels its Account. RIG HUT may terminate these Terms of Use at any time by giving you not less than thirty (30) days’ notice to your email address that you registered in your Account profile.

RIG HUT maintains the ongoing right to temporarily or permanently deactivate or delay Supplier Profiles, review any Member Content, cancel any pending or Confirmed Reservations or limit your use or access to your Account or the Platform if you breached these Terms of Use (whether material or non-material breach), have received poor ratings as a Supplier or Buyer, or if RIG HUT believes in good faith that such action is reasonably necessary to protect the safety or property of RIG HUT, Members or third parties.  If RIG HUT takes any of the actions described herein, RIG HUT may communicate directly with Buyers or Suppliers that pending or Confirmed Reservations have been cancelled, or assist Buyers in finding alternative Spaces.  If your Account has been suspended or these Terms of Use have been terminated by RIG HUT, you are prohibited from registering a new Account or attempting to access or use the Platform through other means. If you or we terminate these Terms of Use, the provisions that reasonably should survive termination will remain in effect.   In no event shall a Member be entitled to any compensation whatsoever for any inaction or action which may be taken by RIG HUT pursuant to this Section.

1. Accessing the Platform and Account Security

The Platform can be used by Suppliers and Buyers to facilitate Supplier Profiles and Reservations with each other.  Unregistered users may also view Supplier Profiles, however if you would like to create a Supplier Profile for a Space, or make a Reservation for a Space, you must first register to become a Member and create your Account.  RIG HUT does not own, license, operate, manage, provide access to, resell or maintain Premises or Spaces.  RIG HUT makes the Platform available so that Members can enter into transactions amongst themselves.  We reserve the right to withdraw or amend the Platform, and any service, Content or other material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including registered users.

RIG HUT HAS NO CONTROL OVER THE CONTENT CONTAINED IN ANY SUPPLIER PROFILES, OR ANY POSTINGS; THEREFORE RIG HUT MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION, LEGALITY OR SUITABILITY OF ANY SPACES OR THE PREMISES ON WHICH THE SPACES ARE SITUATED. RIG HUT IS NOT RESPONSIBLE FOR, AND DISCLAIMS ANY AND ALL, LIABILITY RELATED TO ANY AND ALL SUPPLIER PROFILES, POSTINGS, SPACES OR PREMISES. ANY RESERVATIONS, AND RESERVATION AGREEMENTS (REGARDLESS OF WHETHER THE PARTIES USE RIG HUT’S RESERVATION AGREEMENT TEMPLATE), ARE MADE OR ACCEPTED AT THE MEMBER’S OWN RISK.

    You are responsible for:

1. Making all arrangements necessary for you to have access to the Platform.
2. Ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use and comply with them.

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current, and complete. You agree that all information you provide to register with the Platform or otherwise, including but not limited to through the use of any interactive features on the Platform, is governed by our [Privacy Policy](https://www.google.com/url?q=https://s3-us-west-1.amazonaws.com/securspace-files/app-files/PRIVACY%2BPOLICY.pdf&sa=D&ust=1580839365625000), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If we provide the capability to do so through our Platform, you may be able to register to become a Member by logging into your account with certain third-party social networking sites (“3PS”), such as Facebook.  Each 3PS account is referred to as a “Third-Party Account“.  If we provide such functionality on the Platform, you may link your RIG HUT Account with Third-Party Accounts.  This may occur if you: (i) provide your Third-Party Account login information to RIG HUT through the Platform; or (ii) allow RIG HUT to access your Third-Party Account (however, you will be limited by the applicable terms and conditions that govern your use of each Third-Party Account). You represent and warrant to RIG HUT that you are entitled to disclose your Third-Party Account login information to RIG HUT and/or to grant RIG HUT access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the such Third-Party Account, and without obligating RIG HUT to pay any fees or subjecting RIG HUT to any usage limitations. By granting RIG HUT access to any Third-Party Accounts, you understand that RIG HUT will access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account (“3PS Content“) so that it is available on and through the Platform via your RIG HUT Account and RIG HUT Account profile page. Unless otherwise specified in these Terms of Use, all 3PS Content will be considered to be Member Contributions for all purposes of these Terms of Use.  Subject to the privacy settings that you have set in such Third-Party Accounts, and depending on the Third-Party Accounts you choose and personal information that you post thereto, such personal information will be available through your RIG HUT Account and Platform.  If a Third-Party Account or associated service becomes unavailable or RIG HUT’s access to such Third-Party Account is terminated by the third-party service provider, then 3PS Content will no longer be available through the Platform. If you want to disable the connection between your RIG HUT Account and your Third-Party Accounts, you can do so at any time by accessing the “Settings” section of the Platform. RIG HUT makes no effort to review any 3PS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and RIG HUT is not responsible for any 3PS Content. Your relationship with any third-party service providers associated with your third-party accounts is governed solely by your agreement(s) with them.

Your RIG HUT Account and your RIG HUT Account profile page will be created for your use of the Platform based upon the personal information you provide to us or that we obtain via a 3PS (as described above). You may not have more than one (1) active RIG HUT Account. If you create more than one (1) RIG HUT Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms of Use, we may terminate, delay or suspend your Account.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Account is personal to you and agree not to provide any other person with access to the Platform or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your Account at the end of each session. You should use particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

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1. Supplier Profile

Once you are registered as a Member, each Supplier shall create its Supplier Profile.  As a Supplier, you will provide information regarding the actual physical location of the Premises, the characteristics of the available Spaces (but not the actual Space designation unless you choose to do so), availability, size, capacity, Premises security features, if any, the Reservation Fee, whether you will accept Assets containing cargo (and if so, any restrictions thereon), rules and regulations, types of insurance and certificates of insurance required from Buyers, and other aspects regarding the available Space and the Premises.  Once created, the Supplier Profile will be publicly available via the Platform and search results may place or rank your Supplier Profile depending upon many factors.  To be fair to all users, you agree that once a Buyer requests a Reservation, you may not ask the Buyer to pay a higher price than listed in the Supplier Profile.

As a Supplier, you agree that you, and not RIG HUT, are responsible for your Supplier Profile, including any Member Contributions that you may post.  As a Supplier, you represent and warrant to RIG HUT that your Supplier Profile and any Reservation for a Space (i) will not breach any agreements made by you with third parties (e.g., your landlord, lender, or other third party agreements), and (ii) will (a) be in compliance with all applicable laws, ordinances and rules (e.g., zoning laws), Tax requirements, intellectual property laws, and rules and regulations that may apply to any Space or the Premises included in your Supplier Profile (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties. RIG HUT assumes no responsibility for Supplier’s compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. This Platform facilitates transactions between businesses for business purposes.  This Platform is not intended to be used by consumers for home or consumer-related purposes.  Accordingly, unless otherwise set forth in the Reservation Agreement, neither the Spaces nor the Premises shall be listed in a Supplier Profile, or used, as habitation, for sleeping purposes or for any consumer-related purposes.  RIG HUT reserves the right, at any time and without prior notice, to remove or disable access to any Supplier Profile for any reason, including those that RIG HUT, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms of Use, or is otherwise harmful to the Platform.  Any agreement that a Supplier enters into with a Buyer for the Space is an agreement solely between Supplier and Buyer and RIG HUT is not a party to that agreement.

Although RIG HUT may, directly or through third parties, ask you to provide personal information to help verify identity to RIG HUT, RIG HUT does not obtain such information or verifications for the benefit of Members; Suppliers and Buyers are required to provide accurate information, perform their own due diligence on Suppliers, Buyers, Spaces and the security features, if any, of the Premises, and RIG HUT is not responsible for any inaccuracies, misrepresentations, or omissions made by any Member.

Supplier agrees that RIG HUT does not provide insurance, act as an insurer and RIG HUT is not Supplier’s agent.  When Supplier creates or modifies its Supplier Profile, Supplier may specify certain requirements that must be satisfied by a Buyer before Supplier will allow the Reservation of a Space and any Buyer wishing to Reserve such Space must satisfy Supplier’s requirements to Supplier’s sole satisfaction.

RIG HUT highly recommends that Suppliers obtain appropriate insurance coverage for the Premises and Spaces, including but not limited to any common areas or access areas, and with respect to Losses arising from the use of Premises or Spaces by Buyers.  Suppliers will want to consult with their insurance agents to determine that they have the proper coverage, including knowing the exclusions and deductibles that may apply.  For example, licensing Spaces to Buyers pursuant to a Reservation Agreement, or if an Asset contains cargo, may require additional coverage and may not be covered under Supplier’s normal policies of insurance.  RIG HUT recommends that, at a minimum, Supplier maintains and carries the following types and amounts of insurance:

(i)        Motor truck cargo/terminal coverage with limits of not less than $100,000 per unit and per occurrence,

(ii)        Commercial General Liability policy of insurance (“CGL”) protecting Supplier and RIG HUT as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises, Space and all areas appurtenant thereto.  Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000 with excess liability on following form basis of $2,000,000;
(iii)        Workers compensation in statutory amounts; and

(iv)        Primary automobile liability insurance (“Auto”) with limits of not less than $1,000,000 combined single limit covering owned, hired and non-owned vehicles used by Supplier.

The policies shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under these Terms of Use an “insured contract” for the performance of Supplier’s indemnity obligations under these Terms of Use. The limits of said insurance shall not, however, limit the liability of Supplier nor relieve Supplier of any obligation hereunder.  Supplier shall provide an endorsement on its liability policies which provides that its insurance shall be primary to and not contributory with any similar insurance carried by RIG HUT, whose insurance shall be on considered excess insurance only.  Insurance required herein shall be by companies maintaining during the policy term a “General Policyholders Rating” of at least A-, VII, as set forth in the most current issue of “Best’s Insurance Guide,” or such other rating as may be required by a lender.  Supplier shall not do or permit to be done anything which invalidates the required insurance policies.

By using the Platform, you agree that any legal remedy or liability that you seek for claims against other Members or third parties will be limited to such Members or third parties whom you believed caused the harm which led to your claim, and there will be no recourse against RIG HUT.  You agree that you will not attempt to impose liability whatsoever or seek any legal or equitable recourse against RIG HUT regarding such claims.

1. Reservations/Financial Terms

RIG HUT charges Suppliers a Service Fee for the use of the Platform. Buyers must pay all Reservation Fees to RIG HUT via Stripe. After Buyer has made such payment for the Reservation Fee to RIG HUT through Buyer’s Stripe account, the Service Fee is deducted from Reservation Fee by RIG HUT and the remaining balance is then disbursed to the Supplier through Stripe.  Supplier is responsible for paying any Taxes which may be applicable to the Confirmed Reservation transaction. Supplier will receive a Communication of the Reservation details.  If a Supplier or Buyer makes any modifications to the Reservation in accordance with the terms set forth herein, then Supplier and Buyer agree to pay any changed or additional Reservation Fees and Service Fees and Supplier agrees that any changed or additional Service Fees shall be paid to RIG HUT.  Supplier and Buyer agree that any applicable Taxes collected by Supplier shall be paid by Supplier to the applicable Taxing authority.

1. Suppliers.  If you are a Supplier and a Buyer submits a Reservation Request for your Space, you must either (i) accept, which will be the Confirmed Reservation; or (ii) reject the Reservation Request.   If Suppliers do not confirm, or decide to reject, a Reservation Request, or if Buyer cancels its Reservation Request (e.g., because Supplier has not accepted or rejected), then no payment shall be made by Buyer to RIG HUT. When a Supplier confirms a Reservation Request, RIG HUT will send Buyer a Communication of such Confirmed Reservation. Pursuant to the Confirmed Reservation, Supplier and Buyer enter into a Reservation Agreement for the Space.  Supplier agrees that RIG HUT is not a party to the Reservation Agreement, that Supplier alone is responsible for its contents, terms and conditions (regardless of whether Supplier chooses to use RIG HUT’s forms or templates, if provided) and for performing the obligations of Supplier, and that Buyer alone is responsible for performing the obligations of Buyer, under the Reservation Agreement.  RIG HUT disclaims all liability with respect to any Reservation Agreement, regardless of whether RIG HUT has provided forms or templates for use in connection with the Platform.

Upon the Supplier’s Reservation Confirmation, Buyer will initiate payment of the Reservation Fees to RIG HUT.   Each Supplier further authorizes RIG HUT to take any actions reasonably necessary to effectuate the transfer of funds in accordance with these Terms of Use, the Platform, and the Reservation Agreement. Each Supplier also expressly authorized Plaid, another RIG HUT service provider, to perform bank account, identity, and bank balance verification.

1. Buyers.  Buyers agree that Supplier Profiles are posted by Suppliers and that Suppliers are solely responsible for honoring Confirmed Reservations and making the Spaces, including access to the Space within the Premises, available to the Buyer.  Buyer acknowledges and agrees that Buyer enters into the Reservation Agreement with the Supplier, and not with RIG HUT.  Buyer agrees that RIG HUT is not a party to the Reservation Agreement, that Buyer alone is responsible for performing the obligations of Buyer, and that Supplier alone is responsible for the content of, and for performing the obligations of Supplier, under the Reservation Agreement (regardless of whether Supplier chooses to use RIG HUT’s forms or templates, if provided). Buyers agree that they will abide by the terms and conditions contained in the Reservation Agreement, as well as any rules and regulations specified by the Supplier regarding the access to and use of the Space.  This Platform facilitates transactions between businesses for business purposes.  This Platform is not intended to be used by consumers for home or consumer-related purposes.  Accordingly, Premises or Spaces shall not be included in any Supplier Profile, or used, for any criminal or immoral purposes, or, unless otherwise set forth in the Reservation Agreement, used for habitation, for cooking or sleeping purposes, or for any consumer-related purposes.  RIG HUT disclaims all liability with respect to any Reservation Agreement.

The Platform will display to a potential Buyer the Reservation Fees payable before the potential Buyer sends a Reservation Request to a Supplier by clicking the “Purchase” button. Supplier is required to either confirm or reject the Reservation Request via the Platform.  If Supplier does not confirm or rejects a Reservation Request, then at any time prior to Supplier’s acceptance/confirmation or rejection of Buyer’s Reservation Request, Buyer may cancel its Reservation Request and no payment shall be made by Buyer to RIG HUT.

                     Buyer agrees to pay the Reservation Fees for any Confirmed Reservation. Upon the Supplier’s Confirmed Reservation, Buyer’s payment of the Reservation Fees will be made to RIG HUT via Stripe.  For any Reservations that are on an ongoing, monthly recurring basis, Rig Hut will automatically charge Buyer’s Payment Method on file on the 1st of each month until cancelled. When your Confirmed Reservation transaction is complete, Buyer will receive a Communication summarizing your Confirmed Reservation.

                     In order to use the Stripe payment functionality of the RIG HUT Platform, you must open a Stripe account and you must accept the [Stripe Terms of Service](https://stripe.com/legal/ssa) and [Privacy Policy](https://stripe.com/privacy).  Any funds held in the Stripe account are held by Stripe’s financial institution partners as set out in the[Stripe Terms of Service](https://www.google.com/url?q=https://www.dwolla.com/legal/tos&sa=D&ust=1580839365633000).  You authorize RIG HUT to collect and share with Stripe your personal information including full name, physical address, email address and financial information, and in the case of accredited accounts or when otherwise requested by RIG HUT, date of birth and social security number, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Stripe account through he RIG HUT application, and Stripe account notifications will be sent by RIG HUT, not Stripe.  RIG HUT will provide customer support for your Stripe account activity, and can be reached at support@therighut.com.

1. Cancellations and Refunds

        BUYER may cancel a Confirmed Reservation by submitting a written request to support@therighut.com or by using the cancel feature on the platform
 no later than twenty four (24) hours prior to the Arrival Date and in such event the Reservation Fee shall be refunded to BUYER. Any cancellations to a Confirmed Reservation less than 24 hours prior to the Arrival Date will not be subject to a refund. In such event, the BUYER shall owe the full amount of the Reservation Fee for the Confirmed Reservation.  Notwithstanding the foregoing, in the case of recurring monthly or weekly Reservation (as may be set forth in the Confirmed Reservation), a BUYER must provide notice of cancellation no later than three (3) days prior to the first day of the following month or week, respectively.  Failure to provide such notice will result in BUYER being responsible for the full monthly or weekly Reservation Fee, as relevant, for the following month or week, respectively.

Suppliers are not entitled to cancel a Confirmed Reservation, but must honor the same.

Any refunds or credits shall be settled solely between Supplier and Buyer and RIG HUT shall not be obligated whatsoever with respect thereto.  RIG HUT shall serve as a third-party facilitator of any refund or credit agreed upon between Supplier and Buyer.  For the avoidance of doubt, RIG HUT shall in no event be liable for any refund or credit agreed upon by and between Supplier and Buyer.

In certain circumstances, RIG HUT may decide, in its sole and absolute discretion, that it is necessary or desirable to cancel a Confirmed Reservation made via the Platform or that a Buyer will be refunded all or a portion of the amounts charged to the Buyer.  In such events, Suppliers agree that neither of RIG HUT nor Buyer will have any liability for such cancellations or refunds.

1. Taxes

Applicable tax laws may require that RIG HUT collect certain tax information from Suppliers and provide the same to the taxing authorities, withhold Taxes from remittances to Suppliers, or do both.  For example, that may include an IRS Form W-9 and/or similar State forms.  Suppliers are solely responsible for maintaining accurate, current and correct information on tax forms.  If a Supplier fails to submit the appropriate documentation to RIG HUT, we may freeze all remittances to Supplier, withhold any amounts required by applicable law, or do both.

Various governmental agencies, including but not limited to where the Supplier or Space is located, may require that Taxes be collected from Suppliers or Buyers which is usually, but not necessarily, a percentage of the amount paid for the use of the Space. RIG HUT is not an agent for Supplier, nor does RIG HUT provide tax advice to Supplier, Buyer, any Member or any other user of the Platform.  Suppliers and Buyers are solely responsible to determine their applicable Tax reporting requirements, the amount of Taxes that should be included relating to the applicable Taxes specified in Supplier Profiles and for remitting to the relevant taxing authority such applicable Taxes that are due and payable by Supplier or Buyer.

1. Damage

Buyer agrees that (i) it is solely responsible for its own, as well as its employees, agents, guests, invitees, or visitors, actions or omissions, including but not limited to theft, personal injury or death or property damage; (ii) it shall leave the Space and the Premises, including but limited to any access thereto across the Premises and any real or personal property (collectively, the “Supplier’s Property”) in the same condition it was in when the Buyer arrived.  If a Supplier makes a claim that the Buyer violated the foregoing requirements, Buyer agrees to pay the cost of repairing, replacing and restoring the Supplier’s Property damaged or stolen by Buyer, its employees, agents, guests, invitees or visitors (“Repair”).  Additionally, Buyer agrees that claims under Buyer’s insurance policies may be made related to any such damages, destruction or Repair and Buyer agrees to provide Supplier (and to RIG HUT, upon its request) with such information as may be necessary in order to make such a claim, and Buyer shall take such acts as may be reasonably requested to make and further such claim.  Supplier and Buyer agree that any claim regarding damages or destruction of the Supplier’s Property, any dispute regarding Repairs, shall be solely between Supplier and Buyer; and Supplier and Buyer each hereby release RIG HUT Parties which shall have no liability or obligation whatsoever with respect thereto.  Each of Supplier and Buyer shall indemnify, defend and hold RIG HUT Parties harmless from and against any and all Losses in any way arising out of or regarding damages or destruction of the Supplier’s Property or Repairs.

RIG HUT highly recommends that Buyers obtain appropriate insurance coverage and consult with their insurance agents to determine that they have the proper coverage, including knowing the exclusions and deductibles that may apply.

1. Holdover; Early Pickup

Buyer agrees that a Reservation Agreement is merely a revocable license granted by the Supplier to Buyer, whereby Supplier makes the Space at the Premises available to Buyer for the limited time period, and under other terms and conditions as specified in the Confirmed Reservation and Reservation Agreement.  As such Buyer agrees that it is not entitled to access or use the Premises, the Supplier’s Property, or remain in the Space or at the Premises prior to the Arrival Date, or beyond the Departure Date, unless Supplier and Buyer enter into a Reservation Agreement for the additional time, with the appropriate additional Reservation Fees having been paid through the Platform.  This is because, in part, Supplier may have entered into other Reservation Agreements for the license of the Space to other users to commence prior to the Arrival Date or after the Departure Date.  If Buyer stays, or accesses the Space, beyond the Departure Date (such overstay, a “Holdover”), then Buyer no longer has the license granted under the Reservation Agreement, which license terminated upon the Departure Date and Supplier is entitled under the Reservation Agreement and applicable law to evict Buyer or otherwise make the Buyer leave and relinquish the Space.  Supplier may also charge Buyer 150% of the average daily Reservation Fee for each additional day after the Departure Date, plus all applicable Service Fees, Taxes and any other legal expenses incurred by Supplier to enforce the terms of the Reservation Agreement and evict the Buyer from the Space.  Buyer agrees that if Buyer’s Asset is not removed as of the Departure Date specified in the Reservation Confirmation, Supplier has the right, without further notice to or consent of Buyer, to adjust the Departure Date within a period of ten (10) days after Buyer’s Asset is removed from the Premises in order to obtain payment from Buyer of such additional Reservation Fees for any additional days beyond the original Departure Date.  In the event of a Holdover, RIG HUT shall be entitled to payment of the Service Fee, as calculated based upon the additional days beyond the original Departure Date.

If Buyer picks up the Asset prior to the originally scheduled Departure Date under a Reservation Agreement, there will be no refund for any unused days in the original Confirmed Reservation.

Any refunds or credits shall be settled solely between Supplier and Buyer and RIG HUT shall not be obligated whatsoever with respect thereto.  RIG HUT shall serve as a third-party facilitator of any refund or credit agreed upon between Supplier and Buyer.  For the avoidance of doubt, RIG HUT shall in no event be liable for any refund or credit agreed upon by and between Supplier and Buyer.

1. Intellectual Property Rights

The Platform and its entire Contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by RIG HUT, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Subject to your compliance with these Terms of Use, RIG HUT grants you a limited, non-exclusive, non-transferable, non-sublicensable license, solely for your personal, non-commercial use (i) to use the Platform; (ii) to download and install a copy of the Platform on each mobile device (if a mobile application is made available for such use) or computer that you own or control and run such copy of the Platform solely for your own personal use; and (ii) to access and view any Buyer Content which you are permitted to access. If this Platform is made available for access or download via the Apple App Store, you will do so only (i) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (ii) as permitted by the “Usage Rules” set forth in such Apple App Store Terms of Service.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Contents or other material on our Platform, except as follows:

1. Your computer may temporarily store copies of such Contents or other materials in RAM incidental to your accessing and viewing those materials.
2. You may store files that are automatically cached by your Web browser for display enhancement purposes.
3. You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
4. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by these Terms of Use or our other end user license agreements for such applications.
5. If we provide social media features with certain Content, you may take such actions as are enabled by such features.

You must not:

1. Modify copies of any materials from this Platform.
2. Use any illustrations, photographs, video or audio sequences, or any graphics from this Platform.
3. Delete or alter any copyright, trademark, or other proprietary rights notices from copies of Contents or other materials from this Platform.

You must not access or use for any commercial purposes (other than your own use of the Space) any part of the Platform, any Content, or any services or materials available through the Platform.

If you wish to make any use of material on the Platform other than that set out in this section, please address your request to: support@therighut.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will stop immediately and you must, at our option, return or destroy any copies of the Contents or other materials you have made. No right, title, or interest in or to the Platform or any Content on the Platform is transferred to you, and all rights not expressly granted are reserved by RIG HUT. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

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1. Trademarks

The RIG HUT name, RIG HUT logo, and all related names, logos, product and service names, designs, and slogans are trademarks of RIG HUT or its affiliates or licensors. You must not use such marks without the prior written permission of RIG HUT. All other names, logos, product and service names, designs, and slogans on the Platform are the trademarks of their respective owners.

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1. Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

1. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
3. To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
4. To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation.
5. To impersonate or attempt to impersonate RIG HUT, a RIG HUT employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
6. To use the Platform for any commercial or other purposes not otherwise expressly permitted by these Terms of Use.
7. To use the Platform that falsely implies an endorsement, association or partnership with RIG HUT or that otherwise misleads others to believe that you are affiliated with RIG HUT.
8. To disseminate or transmit personal information concerning any other person or entity without their express permission, including but not limited to license, credit, debit or account numbers.
9. To register for more than one Account or register an Account on behalf of another individual.
10. To enter into a Reservation Agreement as a Buyer for anyone other than yourself.
11. To contact any other Member for any reason other than to ask about a Reservation, the Space, the Supplier Profile or the other Member’s experience with its use of the Space or the Platform.
12. To solicit or recruit another Member to join a competitive Platform to RIG HUT.
13. To use the Platform to find a Space, then circumvent the Platform by going directly to the Supplier to avoid paying the Service Fees or for any other reason.
14. To use the Platform to establish relationship with a Buyer, then renegotiate terms and sign a lease to avoid paying the Service Fees or for any other reason.
15. To accept payment for reservation of a Space outside of the Platform.
16. To create a Supplier Profile or offer any Space that the Supplier does not own or have the legal right under a lease or sublease to license to another (agents for Suppliers are not permitted to create a Supplier Profile).
17. To create a Supplier Profile for a Space with incorrect or misleading information, or with a price or fee that the Supplier does not intend to honor.
18. To create a Supplier Profile primarily for, or use the Space primarily for, habitation, sleeping or other consumer-related purposes.
19. To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Platform, or which, as determined by us, may harm RIG HUT or users of the Platform or expose them to liability, including but not limited to stalking or harassing any other RIG HUT user.

Additionally, you agree not to:

1. Use the Platform in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party’s use of the Platform, including their ability to engage in real time activities through the Platform.
2. Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
3. Use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without our prior written consent.
4. Falsify or forge any part of TCP/IP packet header/header information in any email or newsgroup posting, or in any way use the Platform to send deceptive, altered or false source-identifying information.
5. Use any device, software, or routine that interferes with the proper working of the Platform.
6. Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
7. Probe, test, or attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, any server, computer, or database connected to the Platform, or breach any security or authentication measures.
8. Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
9. Avoid, bypass, deactivate, remove, impair, descramble, or otherwise circumvent any technological measure implemented by RIG HUT, any of its providers or any other third party (including another user) to protect the Platform.
10. Reverse engineer, decompile or disassemble any of the software used to provide the Platform.
11. Assist or encourage any third party to do any of the above, or otherwise attempt to interfere with the proper working of the Platform.

Each Member agrees that such Member will not directly or indirectly, for such Member or for any other Person, firm, corporation, partnership, association or other entity: (i) induce any person who is a Member or prospective Member to patronize any competing firm; (ii) canvass, solicit or accept any business relationship from any person who is a Member or prospective Member outside of the Platform; (iii) directly or indirectly request or advise any person who is a Member or prospective Member to withdraw, curtail or cancel such business with RIG HUT; (iv) directly or indirectly circumvent the Platform or services of RIG HUT to contract, or otherwise arrange, use of a Space or Premises, whether or not such Space or Premises is listed on a Supplier Profile, outside of the Platform.  In the event a Member contracts for the use of a Space or Premises outside of the Platform, RIG HUT shall be due a Service Fee. Each Member acknowledges and agrees that the list of Members on the Platform is the confidential information and property of RIG HUT and in no event shall a Member disclose or otherwise use such list of Members outside of the Platform.

If you violate any of the above, RIG HUT has the right to investigate and prosecute such violations to the full extent of applicable law, including without limitation, cancelling Supplier Profiles or Reservations, disabling, deactivating your Account, or removing your access to the Platform or any Member Contributions.

RIG HUT may use, access, preserve and disclose any of your information as required by applicable law or if we believe in our sole and absolute discretion and in good faith that it is necessary (i) to respond to claims asserted against RIG HUT or to comply with legal process; (ii) to enforce or administer these Terms of Use or other agreements we may have with users or to protect the safety, rights or property of RIG HUT, its users or members of the public; or (iii) to assist in fraud prevention, risk assessment, customer support, investigation, de-bugging or product development purposes.

RIG HUT has the right, but not the obligation, to monitor your access to or use of the Platform or Collective Content or to review, remove, disable access to or edit any member Content, but it has the right to do so to operate, improve the Platform, to ensure compliance with these Terms of Use or to comply with applicable law or remove any Content that RIG HUT determines is objectionable.  RIG HUT always has the right to, without prior notice, remove to disable access to any Collective Content that RIG HUT determines in its sole and absolute discretion, to be in violation of these Terms of Use.

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1. Member Contributions

The Platform may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards or other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “submit” or “post”) Content or materials (collectively, “Member Contributions”) on or through the Platform.

All Member Contributions must comply with the Content Standards set out in these Terms of Use.

Any Member Contribution you submit to the Platform will be considered non-confidential and non-proprietary. By providing any Member Contribution on the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns a world-wide, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, reproduce, modify, perform, display, distribute, sell, publicly display, publicly perform, transmit, stream, broadcast, exploit, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

1. You own or control all rights in and to the Member Contributions and have the right to grant the license granted above and neither the Member Contributions or the posting thereof will infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
2. All of your Member Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any Member Contributions you submit or contribute, and you, not RIG HUT, have full responsibility for such Content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the Content or accuracy of any Member Contributions submitted by you or any other user of the Platform.

You agree to indemnify, defend and hold the RIG HUT Parties harmless from and against any and all Losses arising in any way from your Member Contributions.

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1. Copyright DMCA Policy.
	1. Reporting Claims of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Platform infringe your copyright, you may request removal of those materials (or access to them) from the Platform by submitting written notification to our Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (”DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

1. Your physical or electronic signature.
2. Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Platform, a representative list of such works.
3. Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
4. Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
5. A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the written notice is accurate.
7. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:

Copyright Agent

THE RIG HUT, LLC.

4848 SW 74th Court

Suite 200

Miami, Florida 33155

support@therighut.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Platform is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

1. Counter-Notification Procedures

If you believe that material you posted on the Platform was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a “Counter-Notice”) by submitting written notification to our copyright agent (identified below). Pursuant to the DMCA, the Counter-Notice must include substantially the following:

1. Your physical or electronic signature.
2. An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
3. Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
4. A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
5. A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Platform may be found) and that you will accept service from the person (or an agent of that person) who provided the Platform with the complaint at issue.

Completed Counter-Notices should be sent to support@therighut.com:

The DMCA allows us to restore the removed Content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Platform was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

1. Repeat Infringers.
 It is the policy of RIG HUT to terminate the Accounts of repeat infringers.

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1. Monitoring and Enforcement

We have the right, but not the obligation, to:

1. Remove or refuse to post any Member Contributions for any or no reason in our sole discretion.
2. Take any action with respect to any Member Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such Member Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public, or could create liability for RIG HUT.
3. Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
4. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.
5. Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. You waive, agree to indemnify and hold harmless, the RIG HUT Parties from any Losses resulting from any action taken by any of the RIG HUT Parties during, or taken as a consequence of, investigations by either any of the RIG HUT Parties or law enforcement authorities.

However, we cannot and do not undertake to review material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or Content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

1. Content Standards

These Content Standards apply to any and all Member Contributions and use of Interactive Services. Member Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, Member Contributions must not:

1. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
2. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
3. Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
4. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](https://www.google.com/url?q=https://s3-us-west-1.amazonaws.com/securspace-files/app-files/PRIVACY%2BPOLICY.pdf&sa=D&ust=1580839365657000).
5. Be likely to deceive any person.
6. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
7. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
8. Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
9. Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising.
10. Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

1. Reliance on Information Posted

The Content presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of any Content or any other information, including but not limited to any templates or forms we may provide for your use. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on any of the Content or other materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its Contents.

This Platform may include Content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other Content, other than the Content provided solely by RIG HUT, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of RIG HUT. We are not responsible, or liable to you or any third party, for the Content or accuracy of any materials provided by any third parties.

1. Changes to the Platform

We may update the Content on the Platform from time to time, but the Content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

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1. Information About You and Your Visits to the Platform

All information we collect on the Platform is subject to our [Privacy Policy](https://www.google.com/url?q=https://s3-us-west-1.amazonaws.com/securspace-files/app-files/PRIVACY%2BPOLICY.pdf&sa=D&ust=1580839365659000). By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

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1. Online Purchases and Other Terms and Conditions

All purchases through the Platform or resulting from visits made by Buyer are made pursuant to a transaction between Buyer and Stripe, and are therefore governed by the policies and procedures of such third party payment vendors.  RIG HUT does not collect your credit card information or other information submitted by you to Stripe, or such other third party vendors as may be applicable.

ACCORDINGLY, YOU AGREE THAT (I) RIG HUT IS NOT A PARTY TO ANY TRANSACTIONS ENTERED INTO BETWEEN SUPPLIERS OR BUYERS WITH STRIPE, OR OTHER PREFERRED PAYMENT OR PAYOUT VENDORS OR PROCESSORS, INCLUDING BUT NOT LIMITED TO CREDIT CARD VENDORS, DEBIT CARD VENDORS OR PROCESSORS; (II) RIG HUT HAS NO CONTROL OVER THE CONDUCT OF STRIPE, CREDIT CARD OR DEBIT CARD VENDORS OR PROCESSORS, AND (III) RIG HUT DISCLAIMS ANY AND ALL LIABILITY AND OBLIGATIONS IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Additional terms and conditions may also apply to specific portions, services or features of the Platform. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

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1. Linking to the Platform and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Platform may provide certain social media features that enable you to:

1. Link from your own or certain third-party websites to certain Content on the Platform.
2. Send emails or other communications with certain Content, or links to certain Content, on the Platform.
3. Cause limited portions of Content on the Platform to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the Content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

1. Establish a link from any website unless expressly permitted by these Terms of Use.
2. Cause the Platform or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
3. Link to any part of the Platform other than the homepage.
4. Otherwise take any action with respect to the Content or other materials on the Platform that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain Content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

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1. Links from the Platform

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. We do not endorse any sites, resources, products, content or services available from such third party websites or resources.  If you decide to access any of the third-party websites linked to the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

For your convenience, some portions of the Platform use Google Maps/Earth mapping services. Your use of Google Maps/Earth is subject to Google’s terms of use ([http://www.google.com/intl/en\_us/help/terms\_maps.html](https://www.google.com/url?q=http://www.google.com/intl/en_us/help/terms_maps.html&sa=D&ust=1580839365664000)).

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1. Geographic Restrictions

The owner of the Platform is based in the state of Florida in the United States. We provide the Platform for use only by persons located in the United States. We make no claims that the Platform or any of its Content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative, at your own risk, and are responsible for compliance with local laws.

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1. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, MALWARE, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY PLATFORM LINKED TO IT.

YOUR USE OF THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER RIG HUT NOR ANY PERSON ASSOCIATED WITH RIG HUT MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER RIG HUT NOR ANYONE ASSOCIATED WITH RIG HUT REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT, ANY FORMS OR TEMPLATES PROVIDED, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES, MALWARE, OR OTHER HARMFUL COMPONENTS, OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

RIG HUT DOES NOT INSPECT, REVIEW OR VERIFY THE SUPPLIER PROFILES, MEMBER CONTRIBUTIONS, ANY POSTINGS, RESERVATION AGREEMENTS, SPACES, PREMISES, OR ANY REPRESENTATIONS OR WARRANTIES MADE BY THE SUPPLIERS, BUYERS OR ANY MEMBERS.  EVEN IF RIG HUT DOES ACTUALLY PERFORM ANY OF THESE TASKS, IT DOES SO FOR ITS OWN CONVENIENCE AND INFORMATION, DOES NOT DO SO FOR THE BENEFIT OF ANY MEMBER AND DOES NOT OWE A DUTY TO ANY MEMBER TO DISCLOSE ITS FINDINGS TO ANY MEMBER.  YOU ARE RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS AND RIG HUT ACCEPTS NO LIABILITY WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO THE FAILURE OR DELAY OF RIG HUT TO PROVIDE TO A REQUESTING SUPPLIER OR BUYER, THE CONTACT INFORMATION OF THE OTHER PARTY FOR THE PURPOSES OF NOTICES, CONSENTS, OR OTHERWISE UNDER A CONFIRMED RESERVATION OR RESERVATION AGREEMENT.

TO THE FULLEST EXTENT PROVIDED BY LAW, RIG HUT HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

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1. Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE RIG HUT PARTIES BE LIABLE FOR LOSSES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY WEBSITES OR APPLICATIONS LINKED TO IT, ANY PAYMENT OR PAYOUT METHODS OR TRANSACTIONS WITH STRIPE, ANY THIRD PARTY VENDORS OR PROCESSORS PROVIDING SUCH PAYMENT OR PAYOUT SERVICES, ANY CONTENT ON THE PLATFORM OR OTHER WEBSITES, THE SPACE, OR INTERACTIONS WITH ANY OTHER MEMBERS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT WILL RIG HUT BE LIABLE, IN THE AGGREGATE FOR THE TERM AND ANY RENEWAL TERM, FOR LOSSES OF ANY KIND EXCEEDING THE SUM OF ONE HUNDRED DOLLARS ($100.00).  THE FOREGOING LIMITATION OF LIABILITY IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN RIG HUT AND YOU.  YOU ACKNOWLEDGE AND AGREE THAT RIG HUT WOULD NOT HAVE PROVIDED THE PLATFORM FOR YOUR USE IN THE ABSENCE OF THIS LIMITATION OF LIABILITY.

THE FOREGOING LIMITATION OF LIABILITY DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

1. Indemnification

You agree to defend, indemnify, and hold harmless the RIG HUT Parties from and against any and all Losses, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of or relating to your violation of these Terms of Use, your use of the Platform, including, but not limited to, your Member Contributions, your interaction with any Member, your creation of  your Supplier Profile, your Reservation of a Space, the use of any Space or Premises, any use of the Platform’s Content, services, and products, your use of any templates or forms (e.g., Reservation Agreements, etc.) that may be provided by RIG HUT, your use of any payment or payout methods provided by third party service providers such as Stripe, credit card or debit card vendors or processors, or your use of any information obtained from the Platform.

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1. Governing Law and Jurisdiction

All matters relating to the Platform and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

You and we agree to submit to the personal jurisdiction of the federal courts of the United States or the courts of the State of Florida in each case located in the County of Miami-Dade,

for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction, including but not limited to, prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

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1. Arbitration Agreement.

Please read this arbitration agreement contained in this Section (“Arbitration Agreement”) carefully. It affects your rights.  Most of your concerns about these Terms of Use can be addressed simply by contacting us at support@therighut.com  In the unlikely event we cannot resolve any disputes, including any claims under these Terms of Use, that you or we may have, you and we agree to resolve those disputes through binding arbitration. You and we agree that any arbitration will take place on an individual basis only. You and we agree to waive the right to a trial by jury, to participate in private attorney general actions, class arbitrations and class actions. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts.

For the purpose of this Arbitration Agreement, references to “we”, “us” and “our” refers to RIG HUT, and its respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns. The Federal Arbitration Act shall govern the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of these Terms of Use.

        This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to these Terms of Use or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement was entered into by you and us or that arises after this Arbitration Agreement or Agreement is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute.  Such agencies or entities may be able to seek relief on your behalf.

        If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim (“Notice“) by certified mail. Your Notice to us must contain your address to which all communications from us and our attorneys and agents regarding your claim may be sent and must be addressed to:  1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, Attn: Jordi Guso. Our notice to you will be addressed to the address you have specified in your Notice, or if none is specified in your Notice, then as specified in your on your Account registration, or if you have not registered for an Account, to your residence, place of business, or such other address as you indicate to us, or that we are able to find for you using reasonable diligence.  The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within thirty (30) days after receipt of the Notice, you or we may initiate an arbitration proceeding with Judicial Arbitration & Mediation Services (“JAMS”) office in Miami-Dade County, Florida.  Such dispute is to be resolved via binding arbitration conducted by single arbitrator under JAMS’ streamlined arbitration rules, without any third-party discovery. You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.jamsadr.com or by calling 1-800-352-5267.  With respect to the cost of the arbitration, if you initiate arbitration against us, you must pay all costs of arbitration, including but not limited to the JAMS Case Management Fee required by JAMS and the arbitrator’s professional fees.

        Unless you and we agree otherwise, any arbitration hearings will take place in Miami-Dade County, Florida.  Each party shall bear its own attorneys fees’ and expenses, including but not limited to costs of expert witnesses.

        At the conclusion of the arbitration hearings, the arbitrator shall issue an “Arbitrator’s Award” consisting of a written statement stating the disposition of each claim and which includes an explanation of the essential findings and conclusions on which the Arbitrator’s Award is based. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision.  Judgment on the Arbitration Award shall be enforceable in any court of competent jurisdiction.

CLASS ACTION WAIVER.  To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party’s individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.  YOU AND WE AGREE TO WAIVE ANY ABILITY TO MAINTAIN ANY CLASS ACTION IN ANY FORUM.  The arbitrator shall not have authority to combine or aggregate similar claims or conduct any class action or make any award to any person or entity not a party to the arbitration.  Any claim that all of part of this Class Action Wavier is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.  THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND INSTEAD CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

        Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of the Arbitration Agreement and Class Action Waiver shall be null and void.

        If RIG HUT changes this “Arbitration Agreement” section after the date you last accepted these Terms of Use (or accepted any subsequent changes hereto), you may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of our Communication to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any claim or dispute between you and RIG HUT in accordance with the provisions of this “Arbitration Agreement” section as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms).

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1. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

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1. Export Control

You may not export or re-export any portion of the Platform: (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or Entity List. By using the Platform, you represent and warrant that you are located in the United States and that you are not listed on any U.S. Government list of prohibited or restricted parties. You agree that you will not use the Platform for any purpose prohibited by U.S. law.

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1. Waiver and Severability

No waiver of by RIG HUT of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of RIG HUT to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

The exercise by a party of any of its remedies under these Terms of Use shall not preclude the exercise of any other right or remedy under these Terms of Use or applicable law.

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1. Entire Agreement; No Assignment; No Third Party Beneficiaries.

The Terms of Use and Privacy Policy constitute the sole and entire agreement between you and RIG HUT regarding the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform.  You may not assign or transfer these Terms of Use without the prior written consent of RIG HUT, which consent may be given or not in its sole and absolute discretion.  RIG HUT may assign or transfer these Terms of Use without restriction.  Subject to the foregoing, these Terms of Use shall inure to the benefit, and bind, the parties hereto, and their successors and assigns.  There are no third party beneficiaries to these Terms of Use.

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1. Failed Payments

If RIG HUT is unable to process a payment contemplated herein, (e.g. a payment fails), RIG HUT will make an attempt to contact the Buyer and complete payment by email. After this attempt, it is solely the Supplier’s responsibility to enforce payment of uncollected fees and/or block Buyer from parking on the Premises.

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1. Disputes

If a Buyer disputes any charge made on the RIG HUT Platform and the dispute results in a chargeback, the Supplier agrees to return any funds paid out related to the disputed charge to RIG HUT.

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1. Your Comments and Concerns

This website is operated by RIG HUT, LLC., a Florida limited liability company.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Platform (“Feedback”) should be directed to: support@therighut.com.  You agree that all Feedback you give us will be RIG HUT’s sole and exclusive property.  You hereby irrevocably assign to RIG HUT all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein.  You hereby waive any moral rights you may have in such Feedback. At RIG HUT’s request and expense, you will execute documents and take such further acts as RIG HUT may reasonably request to assist RIG HUT in acquiring, perfecting, and maintaining its intellectual property rights in and to the Feedback.