

Terms of Use

Text Opt-in:

I am opting-in to receive text messages from Tow-N-Go Rentals, LLC and I can opt out at any time by replying STOP. I will only receive these text messages to facilitate the rental service I have requested. The timeline of these messages will typically come within a 30 day period, but may extend outside that time line if I reserve a trailer further in the future. No mobile opt-in data will be shared with third parties or affiliate. No mobile opt-in data will be sold to third parties or affiliate. There is no reoccurring text messages once the rental service is complete. If I choose to opt out, I will no longer receive these messages. No marketing messages will be sent via SMS. If I need further assistance, I understand I can simply reply HELP, and a customer service representative will assist me. Message and Data rates may apply.

Rental Agreement

1. Definitions. "Agreement" means all terms and conditions found on this form page and any other documents you sign or that we give you at the time of rental. "You" or "your" means the person identified as the renter or additional renter on this form, all Authorized Drivers, and any person or organization to whom charges are billed by us at its or the renters' direction, All persons referred to as you" or your are jointly and severally bound by this Agreement. e".lourior"Us" means the business renting the Trailer to you. "Authorized Driver" means you and any additional driver listed by us on this Agreement. Trailer means the non-motorized trailer identified in this Agreement and any trailer we substitute for it. "Loss of Use" means the loss of our right to use the Trailer for any reason because of damage to it or loss of it during this rental, Loss of Use is calculated by multiplying the number of days from the date of loss or damage to the Trailer until it is replaced or repaired times the daily rental rate. *Diminished Value" means the difference between the actual cash value of the Trailer just prior to damage or loss less the value of the Trailer after its repair. If we elect not to repair the Trailer "Diminished Value" means the difference between the actual cash value of the Trailer just prior to damage or loss less the salvage or sale value of the Trailer.

2. Rental, Indemnity and Warranties. This is a contract for rental of the Trailer. We may repossess the Trailer at your expense without notice to you, if the Trailer is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Trailer. We make no warranties, express, implied or apparent, regarding the Trailer, no warranty of merchantability and no warranty

that the Trailer is fit for a particular purpose.

3. Condition and Return of Trailer. You must return the Trailer to the place and on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Trailer is returned after closing hours, you remain responsible for the safety of, and any damage to, the Trailer until we inspect it upon our next opening for business. Service to the Trailer or replacement of parts or accessories during the rental must have our prior approval.

4. Responsibility for Damage or Loss; Reporting to Police. You are responsible all damage to, or loss or theft of, the Trailer, including damage caused by weather, road conditions and acts of nature, whether or not you are at fault. You are responsible for the cost of repair or the actual retail cash value of the Trailer if it is not repairable or if we elect not to repair it. You are also responsible for Loss of Use, Diminished Value, missing equipment, and a reasonable charge to cover our administrative expenses connected with any damage claim, You must report all accidents involving the Trailer to us and the police within 24 hours of occurrence.

5. Prohibited Uses. The following uses of Trailer are prohibited: (a) transporting dangerous or hazardous items or illegal materiel; (b) transporting living persons; (c) towing the Trailer by anyone under the influence of drugs or alcohol; (d) allowing the Trailer to be towed by anyone who is not a renter or an Authorized Driver; (e) any use of the Trailer by anyone who obtained the Trailer or extended the rental period by giving us false, fraudulent or misleading information; (f) use of the Trailer in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation; (g) use of the Trailer outside the United States or Canada; (h) use of the Trailer when loaded beyond its capacity, as determined by the manufacturer of the Trailer; (i) towing the Trailer through or under any structure without sufficient overhead or side clearance; (j) use of the Trailer when it is reasonable to expect you to know that further operation would damage the Trailer; (k) using the Trailer in a manner that causes damage to it due to inadequately secured cargo; (l) damaging the Trailer by your intentional, wanton, willful or reckless conduct; and, (m) damaging the Trailer by placing signs, lettering or painting on the Trailer.

6. Insurance. You must provide liability, collision, and comprehensive insurance coverage on the Trailer through the motor vehicle insurance policy covering the towing vehicle. In the event that the trailer is not covered for any reason, you agree to pay for any damages accrued.

7. Charges. You agree to pay us on demand for all charges due us under this Agreement, including, but not limited to: (a) time, and mileage (if applicable), for the period you keep the Trailer; (b) applicable taxes; (c) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing and storage charges and other expenses involving the Trailer assessed against us or the Trailer; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of \$100 for each such charge; (d) all costs we incur recovering the Trailer if you fail to return it as agreed above; (e) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (1) a 5% late payment fee on all amounts paid past the due date; (g) \$25 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (h) a reasonable fee not to exceed \$500 to clean the Trailer, if returned substantially less clean than when rented. We will not refund any of the time or mileage charges if you return the Trailer earlier than the date or time due in.

8. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement.

9. Waiver. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a trailer. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Late fee of \$50 per day will be assessed.

Optional \$15 tire insurance coverage. Covers all tires against accidental damage. Coverage requires a \$25 deductible per tire at time of repair. This is not road side assistance, you are responsible for anything associated with the repair of the tire including any fees for down time of the trailer until the tire is repaired and the trailer returned in working condition.

By signing below you acknowledge that you have been given an opportunity to read the Terms and Conditions of this Equipment Rental Agreement before being asked to sign. Your

signature states that you agree to the terms outlined on page 1 and authorizes us to process a credit card/obtain a payment for all charges due us under this agreement, including later payment of any traffic, toll or parking violations assessed against the trailer.

PRIVACY POLICY Last updated December 9th, 2024

This Privacy Notice for Tow-N-Go Rentals, LLC ("**we**," "**us**," or "**our**"), describes how and why we might access, collect, store, use, and/or share ("**process**") your personal information when you use our services ("**Services**"), including when you:

Visit our website at <https://tow-n-gorentals.com/>, or any website of ours that links to this Privacy Notice

Questions or concerns? Reading this Privacy Notice will help you understand your privacy rights and choices. We are responsible for making decisions about how your personal information is processed. If you do not agree with our policies and practices, please do not use our Services. If you still have any questions or concerns, please contact us at info@tow-n-gorentals.com.

SUMMARY OF KEY POINTS

This summary provides key points from our Privacy Notice, but you can find out more details about any of these topics by clicking the link following each key point or by using our [table of contents](#) below to find the section you are looking for.

What personal information do we process?

When you visit, use, or navigate our Services, we may process personal information depending on how you interact with us and the Services, the choices you make, and the products and features you use. Learn more about [personal information you disclose to us](#).

Do we process any sensitive personal information?

Some of the information may be considered "special" or "sensitive" in certain jurisdictions, for example your racial or ethnic origins, sexual orientation, and religious beliefs. We do not process sensitive personal information.

Do we collect any information from third parties?

We do not collect any information from third parties.

How do we process your information?

We process your information to provide, improve, and administer our Services, communicate with you, for security and fraud prevention, and to comply with law. We may

also process your information for other purposes with your consent. We process your information only when we have a valid legal reason to do so. Learn more about [how we process your information](#).

In what situations and with which parties do we share personal information?

We may share information in specific situations and with specific third parties, only to facilitate the services you have requested. Some of these may include texting service, invoicing, credit card processing, key box access. [when and with whom we share your personal information](#).

How do we keep your information safe?

We have adequate organizational and technical processes and procedures in place to protect your personal information. However, no electronic transmission over the internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal, or modify your information. Learn more about [how we keep your information safe](#).

What are your rights?

Depending on where you are located geographically, the applicable privacy law may mean you have certain rights regarding your personal information. Learn more about [your privacy rights](#).

How do you exercise your rights?

The easiest way to exercise your rights is by visiting <https://tow-n-gorentals.com/pages/contact>, or by contacting us. We will consider and act upon any request in accordance with applicable data protection laws. Want to learn more about what we do with any information we collect? [Review the Privacy Notice in full](#).

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1. WHAT INFORMATION DO WE COLLECT?

Personal information you disclose to us *In Short:* We collect personal information that you voluntarily provide to us when you register for our services, express an interest in obtaining information about us or our products and Services, when you participate in use of the Services, or otherwise when you contact us.

Personal Information Provided by You. The personal information that we collect depends on the context of your interactions with us and the Services, the choices you make, and the products and features you use. The personal information we collect may include the following:

names

phone numbers

email addresses

mailing addresses

billing addresses

debit/credit card numbers

contact or authentication data

Sensitive Information. We do not process sensitive information.

Payment Data. We may collect data necessary to process your payment if you choose to make purchases, such as your payment instrument number, and the security code associated with your payment instrument. All personal information that you provide to us must be true, complete, and accurate, and you must notify us of any changes to such personal information.

Information automatically collected *In Short:* *Some information — such as your Internet Protocol (IP) address and/or browser and device characteristics — is collected automatically when you visit our Services.* We automatically collect certain information when you visit, use, or navigate the Services. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Services, and other technical information. This information is primarily needed to maintain the security and operation of our Services, and for our internal analytics and reporting purposes.

The information we collect includes:

Log and Usage Data. Log and usage data is service-related, diagnostic, usage, and performance information our servers automatically collect when you access or use our Services and which we record in log files. Depending on how you interact with us, this log data may include your IP address, device information, browser type, and settings and information about your activity in the Services (such as the date/time stamps associated with your usage, pages and files viewed, searches, and other actions you take such as which features you use), device event information (such as system activity, error reports (sometimes called "crash dumps"), and hardware settings).

2. HOW DO WE PROCESS YOUR INFORMATION? *In Short:* *We process your information to provide, improve, and administer our Services, communicate with you, for security and fraud prevention, and to comply with law. We may also process your information for other purposes with your consent.*

We process your personal information for a variety of reasons, depending on how you interact with our Services, including:

To facilitate account creation and authentication and otherwise manage user accounts. We may process your information so you can create and log in to your account, as well as keep your account in working order.

To deliver and facilitate delivery of services to the user. We may process your information to provide you with the requested service.

To respond to user inquiries/offer support to users. We may process your information to respond to your inquiries and solve any potential issues you might have with the requested service.

To send administrative information to you. We may process your information to send you details about our products and services, changes to our terms and policies, and other similar information.

To fulfill and manage your orders. We may process your information to fulfill and manage your orders, payments, returns, and exchanges made through the Services.

To request feedback. We may process your information when necessary to request feedback and to contact you about your use of our Services.

3. WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION? *In*

Short: We may share information in specific situations described in this section and/or with the following third parties. **No mobile opt-in data will be shared with third parties or affiliate.** We may need to share your personal information in the following situations:

Business Transfers. We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.

4. HOW LONG DO WE KEEP YOUR INFORMATION? *In Short:* We keep your information for as long as necessary to fulfill the purposes outlined in this Privacy Notice unless otherwise required by law. We will only keep your personal information for as long as it is necessary for the purposes set out in this Privacy Notice, unless a longer retention period is required or permitted by law (such as tax, accounting, or other legal requirements). No purpose in this notice will require us keeping your personal information for longer than the period of time in which users have an account with us. When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize such information, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

5. HOW DO WE KEEP YOUR INFORMATION SAFE? *In Short:* We aim to protect your personal information through a system of organizational and technical security measures. We have implemented appropriate and reasonable technical and organizational security measures designed to protect the security of any personal information we process. However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information,

transmission of personal information to and from our Services is at your own risk. You should only access the Services within a secure environment.

6. DO WE COLLECT INFORMATION FROM MINORS? *In Short:* *We do not knowingly collect data from or market to children under 18 years of age.* We do not knowingly collect, solicit data from, or market to children under 18 years of age. By using the Services, you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the Services. If we learn that personal information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data we may have collected from children under age 18, please contact us at info@tow-n-gorentals.com.

7. WHAT ARE YOUR PRIVACY RIGHTS? *In Short:* *You may review, change, or terminate your account at any time, depending on your country, province, or state of residence.* **Withdrawing your consent:** If we are relying on your consent to process your personal information, which may be express and/or implied consent depending on the applicable law, you have the right to withdraw your consent at any time. You can withdraw your consent at any time by contacting us by using the contact details provided in the section

"[HOW CAN YOU CONTACT US ABOUT THIS NOTICE?](#)" below. However, please note that this will not affect the lawfulness of the processing before its withdrawal nor, when applicable law allows, will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent. We will not send any marketing information via SMS. **Opting out of communications:** You can unsubscribe from our communications at any time by clicking on the unsubscribe link in the emails that we send, replying "STOP" or "UNSUBSCRIBE" to the SMS messages that we send, or by contacting us using the details provided in the section "[HOW CAN YOU CONTACT US ABOUT THIS NOTICE?](#)" below. You will then be removed from our communication lists. However, we may still communicate with you — for example, to send you service-related messages that are necessary for the administration and use of your account, to respond to service requests, or for other non-marketing purposes. **Account Information** If you would at any time like to review or change the information in your account or terminate your account, you can:

Log in to your account settings and update your user account.

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, we may retain some information in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our legal terms and/or comply with applicable legal requirements. If you have questions or comments about your privacy rights, you may email us at info@tow-n-gorentals.com.

8. CONTROLS FOR DO-NOT-TRACK FEATURES Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT") feature or setting you can activate to signal

your privacy preference not to have data about your online browsing activities monitored and collected. At this stage, no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this Privacy Notice. California law requires us to let you know how we respond to web browser DNT signals. Because there currently is not an industry or legal standard for recognizing or honoring DNT signals, we do not respond to them at this time.

9. DO UNITED STATES RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS? *In Short:* *If you are a resident of Utah, you may have the right to request access to and receive details about the personal information we maintain about you and how we have processed it, correct inaccuracies, get a copy of, or delete your personal information. You may also have the right to withdraw your consent to our processing of your personal information. These rights may be limited in some circumstances by applicable law. More information is provided below.* **Categories of Personal Information We Collect** We have collected the following categories of personal information in the past twelve (12) months:

Category Examples Collected

A. Identifiers Contact details, such as real name, alias, postal address, telephone or mobile contact number, unique personal identifier, online identifier, Internet Protocol address, email address, and account name YESB. Protected classification characteristics under state or federal law Gender, age, date of birth, race and ethnicity, national origin, marital status, and other demographic data NOC. Commercial information Transaction information, purchase history, financial details, and payment information NOD. Biometric information Fingerprints and voiceprints NOE. Internet or other similar network activity Browsing history, search history, online behavior, interest data, and interactions with our and other websites, applications, systems, and advertisements NOF. Geolocation data Device location NOG. Audio, electronic, sensory, or similar information ages and audio,

video or call recordings created in connection with our business activities NOH. Professional or employment-related information Business contact details in order to provide you our Services at a business level or job title, work history, and professional qualifications if you apply for a job with us NOI. Education Information Student records and directory information NOJ. Inferences drawn from collected personal information Inferences drawn from any of the collected personal information listed above to create a profile or summary about, for example, an individual's preferences and characteristics NOK. Sensitive personal Information NO We may also collect other personal information outside of these categories through instances where you interact with us in person, online, or by phone or mail in the context of:

Receiving help through our customer support channels;

Participation in customer surveys or contests; and

Facilitation in the delivery of our Services and to respond to your inquiries.

We will use and retain the collected personal information as needed to provide the Services or for:

Category A - As long as the user has an account with us

Sources of Personal Information Learn more about the sources of personal information we collect in "[WHAT INFORMATION DO WE COLLECT?](#)"

How We Use and Share Personal Information Learn about how we use your personal information in the section, "[HOW DO WE PROCESS YOUR INFORMATION?](#) "

Will your information be shared with anyone else? *No mobile opt-in data will be shared with third parties or affiliate.* We may disclose your personal information with our service providers pursuant to a written contract between us and each service provider. Learn more about how we disclose personal information to in the section, "[WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION?](#)" We may use your personal information for our own business purposes, such as for undertaking internal research for technological development and demonstration. This is not considered to be "selling" of your personal information. We have not disclosed, sold, or shared any personal information to third parties for a business or commercial purpose in the preceding twelve (12) months. We will not sell or share personal information in the future belonging to website visitors, users, and other consumers. **Your Rights** You have rights under certain US state data protection laws. However, these rights are not absolute, and in certain cases, we may decline your request as permitted by law. These rights include:

Right to know whether or not we are processing your personal data

Right to access your personal data

Right to correct inaccuracies in your personal data

Right to request the deletion of your personal data

Right to obtain a copy of the personal data you previously shared with us

Right to non-discrimination for exercising your rights

Right to opt out of the processing of your personal data

How to Exercise Your Rights To exercise these rights, you can contact us by visiting <https://tow-n-gorentals.com/pages/contact>, by emailing us at info@tow-n-gorentals.com, by visiting <https://tow-n-gorentals.com/pages/contact>, or by referring to the contact details at the bottom of this document. We will honor your opt-out preferences if you enact the [Global Privacy Control](#) (GPC) opt-out signal on your browser. Under certain US state data protection laws, you can designate an authorized agent to make a request on your behalf. We may deny a request from an authorized agent that does not submit proof that they have been validly authorized to act on your behalf in accordance with applicable laws. **Request Verification** Upon receiving your request, we will need to verify your identity to determine you are the same person about whom we have the information in our system. We will only use personal information provided in your request to verify your identity or authority to make the request. However, if we cannot verify your identity from the information already maintained by us, we may request that you provide additional information for the purposes of verifying your identity and for security or fraud-prevention purposes. If you submit the request through an authorized agent, we may need to collect additional information to verify your identity before processing your request and the agent will need to provide a written and signed permission from you to submit such request on your behalf.

10. DO WE MAKE UPDATES TO THIS NOTICE? *In Short:* Yes, we will update this notice as necessary to stay compliant with relevant laws We may update this Privacy Notice from time to time. The updated version will be indicated by an updated "Revised" date at the top of this Privacy Notice. If we make material changes to this Privacy Notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this Privacy Notice frequently to be informed of how we are protecting your information.

11. HOW CAN YOU CONTACT US ABOUT THIS NOTICE? If you have questions or comments about this notice, you may email us at info@tow-n-gorentals.com or contact us by post at:

Tow-N-Go Rentals, LLC

9318 S 370 W

Sandy, UT 84070 United States

12. HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM

YOU? You have the right to request access to the personal information we collect from you, details about how we have processed it, correct inaccuracies, or delete your personal information. You may also have the right to withdraw your consent to our processing of your personal information. These rights may be limited in some circumstances by applicable law. To request to review, update, or delete your personal information, please visit: <https://tow-n-gorentals.com/pages/contact>.