

Jayco Terms of Service

Effective August 3, 2015

Welcome, and thanks for your interest in Jayco! Jayco Inc., along with our subsidiaries and affiliates, including Starcraft RV and Entegra Coach (collectively, "Jayco," "we," "our," or "us"), is an industry-leading RV manufacturer of Travel Trailers, Fifth Wheels, Camping Trailers, Toy Haulers, and Class A & C Motorhomes.

These are the Terms of Service ("Terms of Service," "Terms," or "Agreement") for Jayco. These Terms apply to your use of all Jayco operated and controlled websites (collectively the "Sites"), as well as to all online services provided by Jayco, including all Jayco consumer websites, Dealer websites, webpages, subdomains, microsites, landing page sites, social media outlets, and mobile device software applications (collectively, together with the Sites, our "Services"). You can review a full listing of the Services here: <http://www.jayco.com/site/services/>.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, OBLIGATIONS, AND AVAILABLE REMEDIES RESULTING FROM YOUR USE OF THE SERVICES. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AS DESCRIBED BELOW.

Overview Of Our Services

Jayco develops and manufactures a full-line of Recreation Vehicles, Travel Trailers, Fifth Wheels, Camping Trailers, Toy Haulers, and Class A & C Motorhomes at its Jayco headquarters in rural Middlebury, Indiana and markets them through a nationwide network of nearly 300 dealers. With a history dating back to 1968, Jayco's mission remains unchanged—to build exemplary RV's and provide customers with extraordinary service after the sale. As part of our business, Jayco offers a number of websites, microsites, landing page sites, social media outlets, and mobile device software applications for both consumers and our Jayco Dealers, which we collectively call the Services throughout these Terms.

Your Acceptance Of The Terms

Please be aware that these Terms of Service constitute a binding legal agreement between you and Jayco outlining your legal rights, obligations, and remedies arising from your use of the Services. By accessing or using the Services, you (the "User") signify that you have read, understand, and agree to be bound by these Terms of Service, and by the terms of Jayco's Privacy Policy (<http://www.jayco.com/site/privacy/>) which provides information concerning our collection and use of your personal information. These Terms of Service apply to anyone who accesses or uses the Services, whether or not you have registered for an account with Jayco. By using the Services you are indicating your acceptance of the terms and conditions of the Terms of Service and Privacy Policy, including all dispute resolution, limitation of damages, and choice of law provisions.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BECOME BOUND BY THESE TERMS OF SERVICE IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS INCLUDED WITHIN THESE TERMS, THEN YOU MAY NOT ACCESS OR USE THE SERVICES.

Modification Of The Terms

As Jayco continues to evolve, we may need to update this Notice to take into account changes in our Services, our business, and changes to the law. Accordingly, Jayco reserves the right to modify our Terms of Service at any time, in our sole discretion, with or without notice to you. We may contact you in the event of changes to this Terms of Service, but we are not always required to do so and so you should

review the terms of our Terms of Service periodically to stay informed of any changes and ensure your continued agreement.

Modifications to our Terms of Service are effective upon our posting of the amended Terms to the Sites. The terms of the current Terms supersede all previous notices or statements regarding our privacy practices and become the terms and conditions that govern your use of the Services. You may determine the date the Terms was last amended and the current Terms by referring to the "Effective" date shown at the top of these Terms. Your use of the Services after the Effective date serves as your permission for your personal information to be used under the terms of the current Terms of Service.

Your Privacy

Jayco knows you care about your privacy. To learn more about how Jayco collects, uses, shares, and secures your personal information, please review Jayco's Privacy Policy at <http://www.jayco.com/site/privacy/>.

Eligibility To Use The Services

The Services are intended for use by adults, and are not directed to minors under the age of 18. By accessing or using the Services and thereby agreeing to these Terms, you represent and warrant to us: (1) that you are at least 18 years of age; (2) that you have not previously been suspended or removed from the Services; and (3) that your registration and your use of the Services is in compliance with any and all applicable laws and regulations. Any registration by anyone under 18 is void.

Your Representations & Warranties to Jayco

By using the Services, you expressly represent and warrant that you are legally entitled to enter this Agreement. If you reside in a jurisdiction that restricts the use of the Services because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Services. By using the Services, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. If you are using the Services on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to these Terms and you agree to be bound by these Terms on behalf of such organization. When using the Services, you agree to comply with all applicable laws from your home nation and the country, state and city in which you are present while using the Services.

By using the Services, you represent, warrant, and agree that:

1. You will only use the Services for lawful purposes, and you will not use the Services for sending or storing any unlawful material or for fraudulent purposes;
2. You will not use the Services to cause nuisance, annoyance or inconvenience;
3. You will not impair the proper operation of the Services or any network which is used to support or access the Services;
4. You will not try to harm the Services in any way whatsoever;
5. You will not copy, or distribute the Services or other content without written permission from Jayco;
6. You will only use the Services for your own use and will not resell any aspect of the Services to a third party;
7. You will keep secure and confidential your account password or any identification we provide you which allows access to the Services; and
8. You will provide us with whatever proof of identity we may reasonably request.

Accounts & Registration

Registering for a Jayco Account

In order to use or access certain Services or certain features of the Services, we may require you to register for a user account (a "Jayco Account") and become a registered user of the Services (a "Registered User").

To obtain a Jayco Account and become a Registered User, you agree to: (1) provide accurate, current, and complete information about yourself and/or the Registered User during the registration process; (2) maintain and promptly update such information to keep it accurate, current, and complete; (3) maintain the security of your password and login information, and that you will not disclose your password or login information to any third party; (4) accept full responsibility for all use any Jayco Account you register, and for any actions that arise from your Jayco Account or take place using your Jayco Account, whether or not you have authorized such activities or actions; and (5) immediately notify Jayco of any unauthorized use of your Jayco Account. Failure to abide by this Agreement shall constitute a breach of the Terms of Service, which may result in immediate termination of your Jayco Account.

We may also require you to provide a Vehicle Identification Number (VIN) of a Jayco product in order to access certain areas of the Services. In certain areas of the Services, you may only need to provide a qualifying VIN; in other areas of the Services, you may also need to become a Registered User and provide your Jayco Account information.

You may also be able to register for a Jayco Account by logging in through an online account you've obtained with certain third party services, such as Facebook or Twitter (a "Third Party Account"). When you register for a Jayco Account by logging in through a Third Party Account, we may obtain certain information about you that you have provided through your Third Party Account, and we may use that information in connection with your Jayco Account.

Your Jayco Account Information

You may not select or use a Jayco Account name, handle, or login that: (1) is comprised of or includes the name of another person with the intent to impersonate that person; (2) is subject to any rights of a person other than you without appropriate authorization; (3) suggests a false association between you and Jayco; or (4) that, in Jayco's sole discretion, is offensive, vulgar, or obscene. Jayco reserves the right to refuse registration of a Jayco Account, or cancel any account name, in its sole discretion.

Jayco's Termination of Your Jayco Account

Jayco maintains the right to suspend or disable your Jayco Account, or terminate these Terms of Service, at its sole discretion and without prior notice to you if you breach the Terms of Service, or if Jayco otherwise determines such action is warranted. Jayco reserves the right to revoke your access to and use of the Services at any time, with or without cause. In the event Jayco terminates these Terms of Service for your breach, you will remain liable for any amounts due Jayco hereunder.

Your Cancellation of Your Jayco Account

You may cancel your Jayco Account at any time by sending an email to privacy@jayco.com. Upon cancellation of your Jayco Account, Jayco may: (1) retain your information and content for a commercially reasonable time for backup, archival, and/or audit purposes; and (2) retain, use and continue to show in anonymized form data and information you made available to the public on the Services, including your links to third party content, comments, likes, and similar content.

Dealers

Dealers

The Services offered by Jayco may include a platform which allows Jayco to connect Users with third party Jayco Dealers that offer products and services related to Jayco ("Dealers"). Jayco helps facilitate the communication between you and the Dealers. Jayco may sometimes take part in interactions between you and the Dealers, in addition to connecting you with Dealers located in your area or Dealers that can provide the products or services you are looking for.

Dealer Accounts

Jayco may make Jayco Accounts available to certain Dealer partners ("Dealer Accounts"). Users with Dealer Accounts may access certain areas of the Services available exclusively to our Dealers which

provide information on Jayco products, services, and parts, and where they can view other information about Jayco and its Dealer services. Dealer Accounts and the content behind Dealer Account logins are not available to general consumers.

Dealer Accounts may allow Users access to our “Jayco Marketing Hub,” a Jayco microsite where we provide marketing materials to our Dealers to help them promote the Jayco brand, products, and services. Dealers agree that any advertising and marketing materials may be used for the exclusive purpose of advertising, marketing, or otherwise promoting Jayco products and services, and shall not be used in any way that could disparage or damage the reputation of Jayco. Users obtaining and using Dealer Accounts acknowledge and agree that all information available through the Dealer Account portal shall be maintained as private and confidential, and shall not be distributed outside the Dealer’s company or to any individuals not directly employed by the Dealer.

All other terms of this Agreement and its terms and conditions related to Users’ use of the Services shall apply to Dealers and Users of Dealer Accounts.

User Conduct

As a condition of your use of the Services, you further agree not to use the Services: (1) for any purpose that is prohibited by these Terms of Service; or (2) for any other purpose not reasonably intended by Jayco as typical or expected use of the Services consistent with the purpose for which the Services were created.

You specifically agree you will not do any of the following:

1. Abuse, harass, threaten, impersonate, or intimidate others;
2. Post, upload, or otherwise distribute or post links to any content that is unlawful, defamatory, libelous, inaccurate, or that you do not have all necessary rights to transmit, or that Jayco or a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate as determined by Jayco in its sole discretion;
3. Use the Services for or in connection with any illegal purpose, or in violation of any applicable local, state, national, or international law or rule or regulation having the force of law;
4. Post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain any password or other confidential information, or private information from any Services User;
5. Create or submit unwanted email (“Spam”) to any other person or any URL;
6. Submit content linking or otherwise directing others to affiliate programs, multi-level marketing schemes, or off-topic content;
7. With the exception of accessing RSS feeds, to use any robot, spider, scraper or other automated means to access the Services for any purpose without our express written permission;
8. Take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;
9. Interfere or attempt to interfere with the proper working of the Services or any activities conducted on or through the Services;
10. Bypass any measures we may use to prevent or restrict access to the Services or any part of the Services, including creating multiple Jayco Accounts or screen names for an individual Services User;
11. Interfere with the operation of the Services or any User’s enjoyment of the Services, including without limitation, by: (i) uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious software or code; (ii) making unsolicited offers, advertisements, or other solicitations, directing spam or other unsolicited communications to other Users, or conducting your own contests or promotions using the Services; (iii) attempting to collect personal information about Users or third parties without their consent; or (iv) interfering with or disrupting any networks, equipment, or servers connected to or used to provide the Services, or violating the regulations, policies, or procedures of such networks, equipment, or servers;

12. Share, sell, or otherwise transfer the access granted to you to the Services, including information regarding your Jayco Account, login information, or password, or otherwise permit any other person to access the Services using your Jayco Account, login information, or password.
13. Use the Services, related content, or any component thereof, for any unintended commercial purpose, including advertising, offering for sale, or selling any item using the Services;
14. Violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third party Intellectual Property or other legal rights;
15. Reproduce, distribute, publicly display or perform, modify, make derivative works of, redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the Services, Content, code or program, available to others, in whole or part;
16. Interfere with security features of the Services, including without limitation, by: (i) disabling or circumventing features that prevent or limit use or copying of content, or which violate copyrighted or otherwise legally protected software; or (ii) reverse engineering or otherwise attempting to extract the source code of the Services or any part thereof, except to the extent that such activity is expressly permitted by applicable law;
17. Perform any fraudulent activity using or in connection with the Services, including impersonating any person or entity, claiming false affiliations, accessing the accounts or passwords of others without permission, or falsifying your age, date of birth, or contact information; or
18. Attempt to do any of the foregoing in this Section, or assist or permit any persons in engaging in any of the activities described in this Section.

Content & Licenses

Content Definitions

There are various types of content involved in providing and operating the Services. Throughout the remainder of these Terms of Service, we will use the term “**Content**” to mean all text, links, graphics, images, photos, music, software, audio, video, information, software, copyrights, trademarks, trade dress, and other materials and intellectual properties comprising or included within the Services.

The term “**Jayco Content**” means Content that Jayco makes available to our users through the Services, including any Content licensed to Jayco from a third party (excluding User Content).

The term “**User Content**” means Content posted, uploaded, published, submitted, transmitted, or otherwise made available through the Services by you, our User, whether or not the User is a Registered User, or whether or not the User owns or created the Content, including all copyrights, inventions, and other Intellectual Property rights.

Finally, we will use the term “**Collective Content**” to refer to all of the Content available through the Services, including Jayco Content and User Content.

Content Ownership

All Jayco Content is owned by Jayco or its third party licensor partners. Your use of the Services does not grant you any rights to the use or control of any of the Jayco Content, except those rights expressly granted by this Agreement. Any copying, republication, redistribution, or creation of derivative works based upon the Jayco Content, including by caching, framing or any similar means, without the prior written consent of Jayco is strictly prohibited.

The Services and Jayco Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms of Service, Jayco and its licensors exclusively own all right, title and interest in and to the Services and Jayco Content, including all associated Intellectual Property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Jayco Content. Jayco or its partners shall retain all worldwide rights in and to all Intellectual Property comprising or included within the Jayco Content, including, but not limited to all trademarks, graphics, logos, designs, page headers, button icons, scripts, service names, software code, the “look and feel” of the Services,

and copyrighted works associated with the services are common law and/or registered copyrights, trademarks, and/or trade dress of Jayco.

You should assume that everything you read or see on the Services is copyrighted or otherwise protected and owned by Jayco, or a third party who licensed the right to use such content to Jayco. Unless otherwise expressly noted, nothing that you read or see on the Services or other Collective Content, or any of the source code or HTML code that Jayco uses to generate the Services may be copied, reproduced, modified, distributed, transmitted, republished, displayed, or performed for commercial use without the prior written consent of Jayco or the appropriate Content owner without prior written consent, except as provided in these Terms of Service or otherwise permitted by relevant law.

No Collective Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Jayco's prior written permission, with the exception of your own User Content that you legally post on the Services. Except for your own User Content, you may not upload or republish Collective Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Collective Content is strictly prohibited.

Jayco is not the publisher or speaker of User Content, or any other information on the Services provided by third party content providers, and Jayco is not liable for any claims related to such information. Any mention in the Services of products or services provided by third parties is for informational purposes only and constitutes neither an endorsement nor a recommendation by Jayco. Jayco assumes no responsibility for those products or services.

Jayco's License to You

Subject to your compliance with the terms and conditions of these Terms of Service, Jayco grants you a limited, non-exclusive, non-transferable, non-sublicensable license to: (1) access, view, download, print, and otherwise use the Services and the Jayco Content solely for your personal, non-commercial use; and (2) access and view Collective Content solely for your personal, non-commercial use and in accordance with these Terms of Service.

You agree you will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services or Service Content, except as expressly permitted in these Terms of Service. No licenses or rights are granted to you by implication or otherwise except for the licenses and rights expressly granted in these Terms of Service. Any use of the Services or the Collective Content other than as specifically authorized herein, without the prior written permission of Jayco, is strictly prohibited and will immediately terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Service shall be construed as conferring any license to Intellectual Property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

Your License to Jayco

Certain Services may permit our Users to post, upload, publish, submit, or transmit User Content they created, owned, or are authorized to use, to be made available through the Services. By making available User Content through the Services, you hereby grant to Jayco and its respective subsidiaries, affiliates, successors, assigns, licensees, resellers, sub-licensees, and other such parties as Jayco may designate from time to time, which may include any or all other users of the Services, a irrevocable, worldwide, perpetual, non-exclusive, transferable, sublicensable, royalty-free license, to use, reproduce, access, view, copy, adapt, import, edit, modify, reformat, translate, post, distribute, license, sell, offer to sell, transfer, commercialize, publicly display, publicly perform, transmit, stream, broadcast, create derivative works from, and otherwise utilize such User Content, in whole or in part, for any purpose whatsoever, in any and all media and distribution methods (now known or later developed), including, without limitation, on or within the Services, as well as a license to use your name and likeness in marketing materials and in the Services to promote your use of the Services. You agree and acknowledge that this license cannot

be terminated, and the waiver cannot be revoked by you once you've submitted User content within the Services.

Your grant of this license to Jayco to utilize your User Content does not displace your ownership of the User Content, or any license or authority you may have from any third parties to utilize the Content you share as User Content. Jayco does not claim ownership rights in your User Content and nothing in these Terms of Service will be deemed to restrict any rights that you may have to use and exploit any such User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Services. Accordingly, you represent and warrant that: (1) you either are the sole and exclusive owner of all User Content that you make available through the Services, or that you have all rights, licenses, consents, and releases necessary to utilize and share the User Content, and to grant Jayco the rights in such User Content contemplated under these Terms of Service; (2) neither the User Content, your posting, uploading, publication, submission, or transmittal of the User Content, or Jayco's use of the User Content (or any portion thereof) on, through, or by means of the Services will infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other Intellectual Property rights, or rights of publicity or privacy, or contractual rights or agreements, or result in the violation of any applicable law or regulation; and (3) any persons identified, depicted, or shown in your User Content, in whole or part, if any, (and if a minor, the parent or guardian of the minor) has provided consent to the use of the User Content on and through the Services.

We do not approve, control or endorse your or anyone else's User Content and have no obligation to do so. However, we reserve the right (but assume no obligation) to remove or modify any User Content from the Services at any time, for any reason, including User Content we believe violates these Terms of Service.

Mobile Applications License

Subject to your compliance with this Agreement, Jayco grants you a limited non-exclusive, non-transferable license to download and install the mobile device software applications ("Jayco Apps") made available by Jayco as part of the Services. This license is granted only to mobile devices or computers that you own or control and to run such copies of the Jayco Apps solely for your use in connection with the Services. With respect to any Jayco App accessed through or downloaded from the App Provider App Store ("App Store Sourced Application"), you will use the App Store Sourced Application only: (1) on an App Provider-branded product that runs iOS (App Provider's proprietary operating system software); and (2) as permitted by the "Usage Rules" set forth in the App Provider App Store Terms of Service. Jayco reserves all rights in and to the Jayco Apps not expressly granted to you under this Agreement.

When you download our software from the App Provider App Store, Google Play, or distribution platform (an "App Provider"), you acknowledge and agree that: (1) this Agreement is concluded between Jayco and you only, and not with App Provider, and Jayco, not App Provider, is solely responsible for the Services and the content thereof; (2) the license granted to you for the Services is limited to a non-transferable license to use the Services on any App Provider product that you own or control and as permitted by the Usage Rules set forth in the App Provider's Terms of Service; (3) as between the App Provider and Jayco, Jayco is solely responsible for providing maintenance and support services, if any, with respect to the Services, as specified in this Agreement, or as required under applicable law. Jayco and you acknowledge that App Provider has no obligation whatsoever to furnish any maintenance and support services with respect to the Services; (4) as between the App Provider and Jayco, Jayco is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Services to conform to any applicable warranty, you may notify the App Provider, and the App Provider may refund the purchase price for the Services to you. The App Provider may have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty may be Jayco's sole responsibility; (5) Jayco and you acknowledge that Jayco, not the App Provider, is responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of those Services, including, but not limited to: (i) product liability claims; (ii)

any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under Homeowner protection or similar legislation; (6) Jayco and you acknowledge that, in the event of any third party claim that the Services or your possession and use of the Services infringes that third party's intellectual property rights, Jayco, not the App Provider, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; (7) you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties; (8) Jayco may be contacted in connection with any questions, complaints or claims with respect to the Services using the contact information provided below; and (9) Jayco and you acknowledge and agree that the App Provider, and the App Provider's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of these Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

Third Party Advertising & Marketing

Jayco may employ third party advertising and marketing to deliver ads, information, and other promotions to you, both through the Services, and via other mechanisms to provide such materials to you outside of the Services on third party websites or platforms. By agreeing to our Terms of Service you agree to receive such advertising and marketing from Jayco and our partners. If you do not wish to receive such advertising, you may notify us in writing using the contact information provided below. Jayco may compile and release information regarding you and your use of the Services on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Services.

Email Notifications

As part of your use of the Services, you may be asked to elect to receive email notifications from Jayco and its partners. These messages may include event updates and other promotions. Your election to receive such messages represents your express written consent to receiving emails from Jayco related to the Services.

By using the Services, you consent to receive from Jayco all communications, including notices, agreements, legally required disclosures or other information in connection with the Services (collectively, "Notices") electronically. Jayco may provide such Notices by posting them on the Services or by otherwise sending or communicating them to you. You agree that we may communicate with you regarding Jayco and other entities by electronic means to your mobile device and that certain information about your usage of the Services may be communicated to us.

Jayco may email you from time to time to inform you about our products and services that we think will interest you, unless you inform us that you opt out from receiving such communications. You may opt-out of receiving further notifications in association with the Services by completing the opt-out process provided to you with each email message or by logging into your Jayco Account and modifying your settings to no longer receive further messages. By opting out of receiving notifications, you understand that we may not be able to communicate important information to you.

By electing to receive notifications, you assume any financial responsibilities associated with the sending and receiving messages to and from Jayco in association with the Services. Jayco has no responsibility or liability in respect of any messaging fees, data charges or other charges charged by your mobile carrier or for any other loss or damage which may be caused by your use of the Services. Furthermore, Jayco is not liable for any delays or failures in the receipt of any messages sent to or from you in connection with the Services. Delivery of such messages depends on effective transmission by your carrier. We provide the notification service element of the Services on an "as is" basis. You agree you are solely responsible for providing and maintaining all equipment necessary to access and use the Services, including any

mobile devices, computer equipment, remote communications equipment, or other equipment as required.

Notices

Jayco may give notice by means of a general notice on the Services, electronic mail to your email address on record in Jayco's account information, or by written communication sent by first class mail or pre-paid post to your address on record. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Jayco, to be deemed given upon actual receipt by the Jayco, at any time by providing written correspondence to Jayco at the contact information provided below.

Copyright Policy

Jayco respects the Intellectual Property of others. It is our policy to respond expeditiously to legitimate claims of copyright and other Intellectual Property infringement. We will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable Intellectual Property laws. Upon receipt of notices complying or substantially complying with the DMCA, we may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We may terminate access for Users of the services who are infringers.

Notifying Jayco of Copyright Infringement

To provide Jayco with notice of an infringement, you must provide a written communication to the attention of "Jayco: DMCA Notification Department" at privacy@jayco.com that sets forth the information specified by the DMCA (which may be available at: <http://www.copyright.gov/title17/92chap5.html#512>). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is infringing your copyright.

We must receive the following information from you:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other Intellectual Property interest;
2. A description of the copyrighted work or other Intellectual Property that you claim has been infringed;
3. A detailed description of where the material that you claim is infringing is located or found on the Services;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or Intellectual Property owner or authorized to act on the copyright or Intellectual Property owner's behalf.

Providing Jayco with Counter-Notification

If we remove or disable access to content in response to an infringement notice, we may make reasonable attempts to contact the owner or administrator of the affected content. If your material has been removed and you feel that your material does not constitute infringement, you may provide us with a counter notification by written communication to the attention of "Jayco: DMCA Counter Notification Department" at privacy@jayco.com that sets forth all of the necessary information required by the DMCA (which may be available at: <http://www.copyright.gov/title17/92chap5.html#512>). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, we recommended seeking advice of an attorney.

Intellectual Property

Jayco, along with its licensors and partners, own all right, title, and interest in and to the Services, and all related Intellectual Property rights, including all registered and unregistered trademarks, trade dress, graphics, logos, designs, page headers, button icons, scripts, service names, software code, inventions, copyrights, and copyrightable works, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Services, excluding User Content (collectively, the “Jayco IP”). Jayco IP may not be used in connection with any product or service in any manner that is likely to cause confusion or otherwise violate the rights granted to us in Jayco IP, including use of any Jayco IP as part of third party trademarks, trade dress, and/or as part of domain names, email addresses, account names or handles, or other digital properties.

This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Services, or any Intellectual Property rights owned by Jayco. The Jayco name, the Jayco logos and designs, and the product and services names associated with the Services are trademarks of the Jayco or its affiliated third parties, and no right or license is granted by this Agreement to you to use the Jayco IP for purposes not directly related to your use of the Services.

Linking & Framing

Jayco grants you a limited, revocable, and nonexclusive right to create a hyperlink to the webpages or mobile applications of the Services, so long as the links do not portray Jayco or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any of Jayco’s logo or other proprietary graphics or trademarks as part of the link without express written permission. “Framing” or “mirroring” the Services or any of their content is prohibited without the prior written consent of Jayco.

The Services may provide links to other sites or resources. Because Jayco has no control over such sites or resources, you acknowledge and agree that Jayco is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Jayco shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Termination

Jayco may change, suspend or discontinue the Services for any reason, at any time, including the availability of any Service, feature, or Content, with or without notice to you. Jayco may also impose limits on certain Services, features, or Content, or restrict your access to parts or all of the Services with or without notice to you.

Jayco may also terminate or suspend your use of or access to the Services at any time, immediately, without notice, and without refund, for any reason we deem appropriate, in our sole and absolute discretion. Upon such termination or suspension, you must immediately cease accessing or using the Services, and agree not to access, re-download, re-register or otherwise make use of, or attempt to use, the Services.

Jayco may also remove or disable access to any Collective Content and suspend or ban your Jayco Account at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content), or for no reason at all. To report violations of the Terms of Service, please email: privacy@jayco.com. You are solely responsible for your interactions with other Users of the Services. Jayco reserves the right, but has no obligation, to monitor disputes between you and other Users.

You acknowledge that we reserve the right to take action, technical, legal or otherwise, to block, nullify or deny your ability to access the Services. You understand that we may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies

otherwise available to us. Continued use of the Services, its components, databases, or documentation, or any part thereof, after termination is a breach of the terms of this Agreement and a violation of copyright laws. You acknowledge that we may disable access to, refuse to post, or modify or remove any information or content, in whole or in part, for any reason or no reason at all. All provisions of this Agreement, which by their nature should survive termination shall survive the termination of this Agreement, including, without limitation, provisions regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

You may terminate your Jayco Account at any time, with or without cause, by contacting us using the contact information below.

Export Control

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the Services, nor any technical data related thereto, nor any direct product thereof, is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the Services, you represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

International Use

The Services are controlled and operated by Jayco from within the United States. Jayco makes no representations that materials contained within the Services are appropriate or available for use in other locations, and access to the Services from locations where such activity is illegal is prohibited. Those who choose to use the Services from other locations do so on their own initiative and are solely responsible for compliance with all applicable laws.

U.S. Government Restricted Rights

The content of the Services is provided with “RESTRICTED RIGHTS.” Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in applicable laws and regulations.

Indemnity

You agree you shall indemnify and hold harmless Jayco, and any parents, subsidiaries, affiliates, customers, vendors, officers, and employees from any liability, damage or cost (including reasonable attorneys’ fees and costs) from any claim or demand made by any third party due to or arising out of your access to the Services, use of the Services, violation of the Terms of Service, or the infringement by you of any Intellectual Property or violation of any right of any person or entity by you or any third party using your Jayco Account, login information, or password.

Warranty Disclaimers

You acknowledge that Jayco has no control over, and no duty to take any action regarding: (1) which Users gain access to or use the Services; (2) what effects the content on the Services may have on you; (3) how you may interpret or use the content on the Services; or (4) what actions you may take as a result of having been exposed to the content on the Services.

You release Jayco from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. Jayco makes no representations concerning any content contained in or accessed through the Services, and Jayco will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. Jayco makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein. Jayco cannot guarantee that you will obtain the results you seek or warrant that Services will be error-free. Jayco

makes no representation or warranty of any kind with respect to use of Services or the use or accuracy of the information on the Services.

USER ACCESSES THESE SERVICES AT HIS OR HER OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE SPECIFICALLY DISCLAIMED. NEITHER JAYCO NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON THESE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF JAYCO, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. JAYCO IS NOT LIABLE FOR CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THESE SERVICES. IN NO EVENT WILL JAYCO OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, ASSIGNS OR THIRD PARTY CONTENT PROVIDERS BE HELD LIABLE FOR ANY TORTIOUS OR ILLEGAL CONDUCT OF OTHER USERS. IN NO EVENT WILL JAYCO OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR ASSIGNS BE HELD LIABLE FOR ANY DAMAGE TO EQUIPMENT, HARDWARE OR OTHER PROPERTY OF USER OR PERSONAL INJURY THAT ARISES IN CONNECTION WITH USE OF THE SERVICES. IN NO EVENT SHALL JAYCO BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, OR THE SERVICES (WHETHER THE CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, TORT OR OTHERWISE) INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF REVENUE, OR LOSS OF PROFITS.

Limitation of Liability

IN NO EVENT SHALL JAYCO OR ITS SUPPLIERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL THEORY (I) WITH RESPECT TO THE SERVICES OR ANY CONTENT FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), OR (II) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$100. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

You agree that regardless of any statute or law to the contrary, any claim of cause of action arising from or relating to use of the Services, or this Agreement, must be filed within one (1) year after such claim or cause of action arose, or will be forever barred. The "Disclaimer" and "Limitation of Liability" provisions of this Agreement are for the benefit of Jayco as defined herein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

Miscellaneous

The Terms of Service constitutes the entire agreement between Users of the Services and Jayco, and regarding the subject matter hereof. If you breach any term of the Terms of Service, Jayco may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. Jayco's remedies are cumulative and not exclusive. Failure of Jayco, to exercise any remedy or enforce any portion of the Terms of Service at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. Any waiver or modification of the terms herein by Jayco must be in a writing signed by an authorized officer of Jayco and expressly referencing the applicable provisions of the Agreement. If any provision of the Terms of Service is found to be unenforceable or invalid, that provision shall be limited or eliminated to the

minimum extent necessary so that the Terms of Service shall otherwise remain in full force and effect and enforceable. You may not resell, assign, or transfer any of your rights hereunder. Any such attempt may result in termination of this Agreement, without liability to Jayco. Notwithstanding the foregoing, Jayco may, at its sole and absolute discretion, assign its rights in and to the Services and its rights under this Agreement to any third party at any time without notice. Users of these Services are responsible for compliance with all applicable regulations and laws. The Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. These Terms of Service and your use of the Services, including the submission of any content to the Services, do not, and shall not be construed as creating any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and of any kind between you and Jayco or its licensors or affiliated parties. Your use of the Service is intended for your enjoyment and benefit and the provision of the Services to you constitutes the sole and sufficient consideration that you are entitled to receive for any content or other contributions you have made to the Services. Jayco reserves the right at all times to disclose any information as Jayco deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Jayco's sole discretion. You represent and warrant that: (i) you are not located in a country that is subject to a United States Government embargo, or that has been designated by the United States Government as a "terrorist supporting" country; and (ii) you are not listed on any United States Government list of prohibited or restricted parties. Any dispute arising out of the Terms of Service or the Privacy Policy shall be governed by the laws of Indiana, notwithstanding any conflicts of law principles. Any action relating to the Terms of Service or the Privacy Policy must be filed and maintained in a court in the State of Indiana, USA, and Users consent to exclusive jurisdiction and venue in such courts for such purpose.

How to Contact Jayco

All requests, questions, or concerns related to the Services and our Terms of Service should be directed to Jayco via the following contact information:

Jayco, Inc.
903 S. Main St.
Middlebury, IN
Phone: 574.825.5861
Fax: 574.825.0679
Email: privacy@jayco.com