

## **Terms of Use**

**Richie's RV & Solar Services, LLC**

**Effective 03/08/2025**

### **A. ACCEPTANCE OF THE TERMS OF USE**

1. These terms of use are entered into by and between you (or "your") and Richie's RV's & Solar Services, LLC. ("Richie's RV's & Solar Services, LLC," "we," "our" or "us"). The following terms and conditions, together with any documents that they expressly incorporate by reference (all collectively, the "Terms of Use"), govern your access to and use of Richiesrvs.com (as well as any successor URL) and/or your specific account if you have one, including any content, functionality and services offered) (all collectively our "Site"), whether as a guest or a registered user.

2. Please read these entire Terms of Use carefully before you start to use our Site. BY USING OUR SITE OR BY CLICKING TO ACCEPT OR AGREE TO OUR TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS OF USE, AND THAT YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND ALL DOCUMENTS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU HAVE NO RIGHT TO ACCESS OUR SITE, AND YOU MUST NOT ACCESS OR USE OUR SITE.

3. By using our Site, you represent and warrant that you are of legal age to form a binding contract with Richie's RV's & Solar Services, LLC; if you accept or agree to these Terms of Use on behalf of another individual, or a company, university, or other legal entity, you also represent and warrant that you have the legal authority to do so and in such event, the uses of "you" or "your" in these Terms of Use will refer and apply to such third party. If you do not meet all of these requirements, you must not access or use our Site.

### **B. CHANGES TO OUR TERMS OF USE**

1. We may revise and update these Terms of Use or any documents incorporated by reference from time to time in our sole discretion, and when we do so, we post the

updated Terms of Use to our Site. All changes are effective immediately when we post them to our Site and will apply to all access to and use of our Site thereafter; if the revised Terms of Use or any documents incorporated by reference are not acceptable to you, your only recourse is to stop using our Site.

2. Your continued use of our Site following the posting of updated Terms of Use means that you accept and agree to all such changes. You are expected to check our Site and these Terms of Use periodically so you are aware of any changes, as they are binding on you.

## C. TERMS OF USE

1. Accessing our Site and Account Security. We reserve the right to withdraw or amend our Site, and any service or material we provide on our Site, in our sole discretion without notice to you. We will not be liable if for any reason all or any part of our Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Site, or the entire Site, to users, including registered users.

2. Your Obligations.

(a) You are responsible for making all arrangements necessary for you to have access to our Site.

(b) You are responsible for ensuring that all persons who access our Site on your behalf or through your internet connection are aware of these Terms of Use and comply with them.

(c) To access our Site or some of the resources our Site offers, you may be asked to provide certain registration details or other information. It is a condition of your use of our Site that all the information you provide on our Site is correct, current and complete. You agree that all information you provide to register with our Site or otherwise, including but not limited to, through the use of any interactive features on our Site, is governed by our Privacy Policy at <https://Richie's RV's & Solar Services, LLC.com/privacy> . You consent to all lawful actions that we take with respect to your information, as long as such actions are consistent with our Privacy Policy.

(d) If you have specific login credentials for our Site, such as a user name, password or any other piece of information given as part of our security procedures (collectively “User ID”), your User ID must be treated as confidential, and you must not and will not disclose such information to any other person or entity. You also acknowledge that your User ID is personal to you – for your individual and exclusive use only – and that you

expressly agree not to provide any other person or entity with your User ID without our authorization. From time to time we may require that you change your password. You agree to notify us immediately of any suspected or confirmed unauthorized access to or use of your User ID or any other breach of security that could affect us, our Site, or our services to you. You also agree to ensure that you exit from your Richie's RV's & Solar Services, LLC account at the end of each session. You should use particular caution when accessing your Richie's RV's & Solar Services, LLC account from a public or shared computer so that others are not able to view or record your User ID, your other personal information, or information that we generate or display on our Site.

(e) You are prohibited from using any services or facilities provided in connection with the Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, we reserve the right to release your account details to the system administrators of other websites and/or the authorities in order to assist them in resolving security incidents. We have the right, but we are not obligated, to disable any User ID or other identifier, whether chosen by you or provided to you by us, at any time in our sole discretion if, in our opinion, you have violated any provision of these Terms of Use. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

### 3. Intellectual Property Rights

- (a) Our Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, unique color choices, images, video and audio, and the design, selection and arrangement thereof), are owned by Richie's RV's & Solar Services, LLC, Richie's RV's & Solar Services, LLC's 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.
- (b) These Terms of Use permit you to use our Site for the purposes specified on our Site. You must not – and by using our Site, you agree not to – reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site, except as follows:
  - (i) Your computer may temporarily store copies of such materials in random access memory (or RAM) incidental to your accessing and viewing those materials. You may store files that are automatically cached by your Web browser for display enhancement purposes
  - (ii) You may print or download information provided on our Site in accordance with the services and functionality that Richie's RV's & Solar Services, LLC

provides as part of the Site.

(iii) You must comply with the access and permissions to use content, information or functionality on the Site as agreed by us and you agree not to reproduce, produce, publish or distribute to third parties any material on our Site if you do not have authorization to use or disclose it.

(iv) 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 use in accordance with our Terms of Use, provided you agree to be bound by any end-user license agreement for each such application.

(c) You must not – and by using our Site, you agree not to:

(i) modify copies of any copyrighted materials from our Site;

(ii) use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text;

(iii) delete or alter or obscure any copyright, trademark, service mark or other proprietary rights notices from copies of materials from our Site.

If you wish to make any use of material on our Site other than that set out in this section, please email your request to: [Jordan.richards@richiesrvs.com](mailto:Jordan.richards@richiesrvs.com).

(d) If you print, copy, modify, download or otherwise use or provide any other person or entity with your User ID or access to any part of our Site in breach of our agreements together, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of all materials you have made. No right, title or interest in or to our Site or any content on our Site is transferred to you, and all rights not expressly granted to you are reserved by Richie's RV's & Solar Services, LLC. Any use of our Site not expressly permitted by our agreements together is a breach of these Terms of Use and may violate copyright, trademark and other laws.

## 4. Trademarks

Richie's RV's & Solar Services, LLC's name, logo and all related names, logos, product and service names, designs and slogans are trademarks of Richie's RV's & Solar Services, LLC or Richie's RV's & Solar Services, LLC's affiliates or licensors. You must not – and by using our Site, you agree not to – use such marks without the prior written permission to you from Richie's RV's & Solar Services, LLC. All other names, logos, product and service names, designs and slogans on our Site are the trademarks of their respective owners.

## 5. Prohibited Uses

(a) You may use our Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use our Site:

- (i) 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 United States of America (the "USA") or other countries) or would give rise to civil liability;
  - (ii) for any illegal purpose or to do anything that is fraudulent, false, misleading or deceptive;
  - (iii) to share your User ID or make the functionality of the password-access portions of our Site available to multiple users through any means; or
  - (iv) to engage in any conduct that discloses an individual's personal information in violation of the law or our Privacy Policy, restricts or inhibits anyone's use or enjoyment of our Site, or which, as determined by us in our reasonable business judgment, may harm Richie's RV's & Solar Services, LLC or users of our Site or expose Richie's RV's & Solar Services, LLC and/or our Site users to liability, violence or injury.
- (b) Additionally, you agree not to:

- (i) use our Site in any manner that could disable, overburden, damage, or impair our Site or interfere with any other party's use of our Site, including their ability to engage in real-time activities through our Site;
- (ii) use any robot, spider, crawler, data mining tool or other automatic device, process or means to access our Site for any purpose, including monitoring or copying any of the material on our Site;
- (iii) use any manual process to monitor or copy any of the material on our Site or for any unauthorized purpose (including but not limited to reverse engineering, decompiling or disassembling any software, plug-ins or applications that might be a part of our Site) without prior written consent from Richie's RV's & Solar Services, LLC to you;
- (iv) use any device, software or routine that interferes with the proper working of our Site;
- (v) introduce any viruses, trojan horses, worms, logic bombs or other type of software or similar material which is malicious or technologically harmful;
- (vi) attempt to probe, scan or test the vulnerability of any Richie's RV's & Solar Services, LLC system or network, or attempt to breach any security or authentication measures, or attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of our Site, the server on which our Site is stored, or any server, computer or database connected to our Site;
- (vii) attack our Site via a denial-of-service attack or a distributed denial-of-service attack;

or

(viii) otherwise attempt to interfere with the proper working of our Site.

## 6. Reliance on Information and Data

(a) Any information presented on or through our Site is made available to you solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of information. 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 such materials by you or any other visitor to our Site, or by anyone who may be informed by you – directly or indirectly – of any information on our Site.

(b) Our Site includes content provided by third parties. 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.

## 7. Changes to our Site

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

## 8. Information About You and Your Visits to our Site

All information that we collect on our Site is subject to our Privacy Policy at <https://Richie's RV's & Solar Services, LLC.com/privacy>. By using our Site, you consent to all actions taken by us with respect to your information, provided that our actions are in compliance with our Privacy Policy.

## 9. Other Terms and Conditions

If you purchase merchandise from the Richie's RV's & Solar Services, LLC Merchandise/Equipment Store you agree to be bound by our terms and conditions of sale for any merchandise or vehicles you purchase.

**REFUNDS:** There will be NO refunds issued for any vehicle sold. For merchandise or equipment, refunds will be subject to Richie's RV's & Solar Services, LLC Discretion.

## 10. Social Media Features

(a) Our Site provides links to certain social media features that enable you to:

- (i) link from your own or certain third-party websites to certain content on our Site;
- (ii) send emails or other communications with certain content, or links to certain content, on and/or from our Site; or
- (iii) cause limited portions of content on our Site to be displayed or appear to be displayed on your own or certain third-party websites.

(b) You may use the features described above solely with respect to the content they are displayed with, and always in accordance with these Terms of Use. Subject to the foregoing, you must not – and by using our Site, you agree not to:

- (i) establish a link from any website that is not owned by you;
- (ii) cause our Site or portions of our Site to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site;
- (iii) link to any part of our Site other than the Richie's RV's & Solar Services, LLC homepage at [Richie's RV's & Solar Services, LLC.com](http://Richie's RV's & Solar Services, LLC.com); or
- (iv) otherwise take any action with respect to the materials on our Site that is inconsistent with any other provision of these Terms of Use.

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

(d) We may disable all or any social media features and any links at any time, with or without notice to you, at our sole discretion.

## 11. Links from our Site

If our Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to our Site, you do so entirely at your own risk and subject to the terms and conditions of use for such other websites.

## 12. Geographic Restrictions

Richie's RV's & Solar Services, LLC and this Site are based in the USA. We currently provide our Site for use only by persons who are located in the USA. We make no claims that our Site or any of its content is accessible or appropriate outside of the USA. Access to our Site may not be legal by certain persons or in certain countries. If you access our Site from outside the USA, you do so on your own initiative and you are solely responsible for compliance with local laws.

## 13. Disclaimer of Warranties

(a) You understand that we cannot guarantee – and we do not guarantee or warrant – the accuracy of the content on our Site (as described above) or that that files, data, or information available for downloading from the internet or our Site will be free of all viruses or other destructive code, or that our Site will be available on an uninterrupted, secure or error-free basis. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for antivirus protection and accuracy of data input and output, and for maintaining a means external to our Site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, YOUR MOBILE DEVICES, YOUR COMPUTER PROGRAMS, YOUR DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON OUR SITE, OR ON ANY WEBSITE LINKED TO OUR SITE.

(b) YOUR USE OF OUR SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SITE IS AT YOUR OWN RISK. OUR SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SITE ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” AND “WHEN AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER Richie's RV's & Solar Services, LLC NOR ANY PERSON ASSOCIATED WITH Richie's RV's & Solar Services, LLC MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF OUR SITE. WITHOUT LIMITING THE FOREGOING, NEITHER Richie's RV's & Solar Services, LLC NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT OUR SITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR



THAT OUR SITE OR ITEMS OBTAINED THROUGH OUR SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

(c) Richie's RV's & Solar Services, LLC 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.

(d) THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 14. Limitation on Liability

(a) IN NO EVENT WILL Richie's RV's & Solar Services, LLC, Richie's RV's & Solar Services, LLC'S AFFILIATES OR Richie's RV's & Solar Services, LLC'S LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, Richie's RV's & Solar Services, LLC'S SITE OR Richie's RV's & Solar Services, LLC'S SERVICES, ANY WEBSITES LINKED TO Richie's RV's & Solar Services, LLC'S SITE, ANY CONTENT ON Richie's RV's & Solar Services, LLC'S SITE OR SUCH OTHER SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH Richie's RV's & Solar Services, LLC'S SITE OR SUCH OTHER SITES, 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.

(b) THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 15. Indemnification

You agree to defend, indemnify and hold harmless Richie's RV's & Solar Services, LLC, Richie's RV's & Solar Services, LLC's affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors,

suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of our Site, including, but not limited to, any use of our Site's content, services and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from our Site.

## 16. Governing Law, Jurisdiction and Dispute Resolution

(a) All matters relating to our Site and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), will be governed by and construed in accordance with the laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule.

(b) Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or our Site will be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado in each case located in the City of Denver and County of Denver although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. You also waive any rights to trial by jury.

(c) At Richie's RV's & Solar Services, LLC's sole discretion, Richie's RV's & Solar Services, LLC may require you to submit any disputes arising from the use of our Site or these Terms of Use, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination to final and binding arbitration.

(d) If a dispute arises between you and us regarding the respective rights or obligations under these Terms of Use, the parties agree to first attempt to settle each such dispute by direct discussions. If such dispute cannot be settled by direct discussions, any unresolved dispute or breach will be resolved as provided above and by law. The prevailing or non-dismissing party in any dispute, litigation, or cause of action related to these Terms of Use will be entitled to reimbursement of all reasonable expenses, including without limitation court or arbitration or mediation costs and attorney fees incurred in good faith.

## 17. 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 OUR SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## 18. Waiver and Severability

(a) No waiver of by Richie's RV's & Solar Services, LLC of any term or condition set forth in these Terms of Use will 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 Richie's RV's & Solar Services, LLC to assert a right or provision under these Terms of Use will not constitute a waiver by Richie's RV's & Solar Services, LLC of such right or provision.

(b) 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 these Terms of Use will continue in full force and effect.

## 19. Your Feedback, Comments and Suggestions for Improvements

(a) We welcome your feedback, comments, suggestions for improvements, and requests for technical support and other communications relating to our Site (all collectively, your "Feedback"). Please email your Feedback to us at: [Jordan.richards@richiesrvs.com](mailto:Jordan.richards@richiesrvs.com). With respect to your Feedback that we receive from you, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit your Feedback that we receive from you for any purpose.

## 20. Entire Agreement

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Richie's RV's & Solar Services, LLC with respect to our Site, and such

documents supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to our Site.