



INSURANCE COVERAGE FORM (LOANER)

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Thank you for joining the FriendWithA community. This form outlines information concerning various damage/theft/liability coverages provided by FWA. For information about the use of our website <https://friendwitha.com> and/or Service please refer to our Terms of Service (the "Agreement") found at <https://friendwitha.com/terms/>. Various provisions in this form restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this form, the words "you" and "your" refer to the Insured shown in that section. The words "FWA", "we", "us" and "our" refer to the Company, Friend With A LLC.

DEFINITIONS/TERMS:

Borrower: Individuals on the site who are rent out gear from owners.

Equipment: Any reference to the word equipment would be any preset category on the FWA website or any of the following items, including and not limited to: Cameras & Camera Equipment, Sound, Lighting, Grip Equipment; Communications Equipment; Portable Electric Equipment; Editing and Projection Equipment; Office Personal Property & Similar Personal Property; Generators; Mechanical Effects Equipment; Props; Sets, and Wardrobes and all similar personal property, Lawnmower, Electric Skateboards, Onewheels, Electric Unicycles, Electric Scooters, Drones, Tools, Landscaping Equipment, Party Supplies, Musical Instruments, Camping and Outdoor Equipment, Water Sports, Sports Equipment, Video Monitors.

Owner/Lender: Individuals on the site who own equipment, and list their equipment up for rent.

Voluntary Parting: When in the middle of a rental transaction, after you hand over an item for rent, the borrower never returns the equipment, and it has not been lost or stolen from the borrower.

Normal Wear and Tear: Minor damage or signs of use that do not affect the functionality or safety of the equipment, such as small scratches or scuffs.

A. CONFIDENTIALITY AND PRIVACY:

1. Data Collection
 - a) We collect personal information such as your name, contact details, and payment information when you use our services. Additional information may be collected during the process of verifying identities and conducting screenings.
2. Use of Personal Information
 - a) Your personal information is used to facilitate transactions, provide damage/theft coverage, handle claims, and improve our services. This may include communicating with you about your rentals and providing customer support.
3. Data Sharing
 - a) We do not sell your personal information to third parties. We may share your data with service providers and partners who assist us in operating our business, such as payment processors and insurance underwriters, under strict confidentiality agreements.



- b) We may also disclose your information if required by law or in response to legal processes.
- 4. Data Security
 - a) We implement appropriate security measures to protect your personal information from unauthorized access, disclosure, alteration, or destruction. This includes encryption, access controls, and regular security audits.
- 5. User Rights
 - a) You have the right to access, update, or delete your personal information. You can exercise these rights by contacting us at legal@friendwitha.com. We will respond to your request in accordance with applicable data protection laws.
- 6. Cookies and Tracking Technologies
 - a) Our website uses cookies and similar tracking technologies to enhance your user experience, analyze usage patterns, and improve our services. You can manage your cookie preferences through your browser settings.
- 7. Changes to Privacy Policy
 - a) We may update this Privacy Policy from time to time to reflect changes in our practices or legal requirements. Any changes will be posted on our website, and we will notify you of significant changes via email or through our services.

B. GENERAL:

FWA does not assume liability for loaned items without purchasing the provided FWA damage and theft protections. FWA does screen borrowers, owners, or their loaned items. We do so through ID and screening checks for both lender and the borrower. YOUR USE OF THE SERVICE AND CONTENT IS AT YOUR SOLE RISK. The service and content are provided on an "as is" and "as available" basis. FWA expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

PLEASE READ THIS FORM CAREFULLY, ITEMS NOT HEREIN ARE THEREFORE NOT OFFERED, INSURED, OR COVERED.

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C. COVERAGE OFFERED:

- 1. General:
 - a) As an Owner ("Owner"), if a Borrowed Item is returned to you in an unsatisfactory condition (less normal wear and tear), you may make a Damage Claim by contacting support@friendwitha.com. Please make sure to supply all supporting documentation (e.g., before and after photos) so that FWA may make an accurate assessment of your Damage Claim. If an item is not returned or stolen, we would first conduct an investigation, then contact local authorities, and work with you to replace the item at no charge. If the owner or borrower elects damage coverage, that coverage may replace or repair your item. Coverage does not cover purposeful acts of omissions, misrepresentation, and/or actions to defraud.
- 2. Coverage Details:
 - a) Lender Damage / Theft Protection:



- (1) Loss/Damage/Stolen: Lender Damage Protection provides coverage for FWA lenders. The program protects your property if anyone loses/steals (voluntary parting) or damages your gear - UP TO \$10,000 USD - during a rental on FWA. If enough damage has been done that an independent 3rd party can appraise the damage, FWA will cover the replacement. If any components were damaged, major marks/major blemishes/major scratches, those components will be repaired or replaced.
- (2) Cost: Our rates depend on the item value. To see exactly how much we would charge for a specific item, please use our fee calculator. <https://friendwitha.com/things/fee-calculator/>. There is no annual policy, only per transaction on FWA.
- (3) What is NOT covered: Claims made outside of the USA or Canada, and claims where no documentation is provided (photos, receipts, etc.). Normal wear and tear. Minor scratches that occur while moving the gear that are not able to be replaced. Items over \$10,000. Items which are prohibited and not allowed to be rented while on the site. Damages such as loss of income generated when equipment is rented out, or any damage which would fall under an exclusion below.
- (4) Deductible: FWA may impose a deductible on damaged/stolen equipment. Information on the deductible amounts can be found here.
 - (a) Borrowing deductible: All claims are subject to a deductible. The deductible amount is calculated as 10% of the damages or theft amount (if theft protection is purchased).
 - (i) For example:
 - (ii) If an item valued at \$3,000 incurs \$1,000 in damages:
 1. 10% of \$1,000 = \$100
 2. The deductible would be \$100.
 - (b) Owner deductible: All claims are subject to a deductible. The deductible amount is calculated as 10% of the damages or 2% of the item's value, whichever is greater.
 - (i) For example:
 - (ii) If an item valued at \$10,000 incurs \$1,000 in damages:
 1. 10% of \$1,000 = \$100
 2. 2% of \$10,000 = \$200
 3. The deductible would be \$200 (since it is the greater amount).

b) Liability Coverage for Lenders

 - (1) Liability Coverage: In the event that a third party or borrower files a lawsuit or claim against the lender for bodily injury or property damage related to the use of rented equipment, FWA provides liability protection for lenders up to \$100,000 per occurrence. This protection applies solely to claims filed against the lender. It does not cover injuries or damages sustained by the borrower personally or any direct claims made by third parties against the borrower.
 - (2) Scope of Coverage: FWA liability coverage exclusively protects lenders from claims arising due to injuries or damages linked to the rented equipment. This includes:
 - (3) Third-Party Claims Against the Lender: Coverage applies if a third party is injured or suffers damages due to the equipment's operation (e.g., if a Onewheel malfunctions and injures a bystander, and the bystander sues the lender).



- (4) Claims by Borrowers Against the Lender: Coverage also applies if a borrower claims injury or damages due to a defect or malfunction of the equipment and brings a claim against the lender.
- (5) Conditions for Claim Eligibility: To qualify for liability protection, lenders must ensure that equipment is in good working order and that any required maintenance has been performed. Additionally, the lender must provide any relevant safety and usage guidelines to the borrower. FWA's coverage will not apply if these conditions are not met.
 - (a) Maintenance Responsibilities: Lenders are responsible for maintaining their equipment in safe, working order and addressing any known defects or issues prior to rental. If a lender knowingly rents out equipment with unresolved issues that could impact safety or functionality, FWA's liability coverage will not apply to any resulting claims. Regular maintenance and inspection of equipment prior to each rental are essential to ensure eligibility for coverage.
 - (b) Exclusions: FWA liability coverage does not apply to the following:
 - (i) Intentional Acts: Claims arising from intentional or criminal acts by any party, including fraud.
 - (ii) Unauthorized Use: Any use of equipment beyond the scope authorized by the lender.
 - (iii) Maintenance Neglect: Mechanical failures or damages due to normal wear and tear, or any failure to maintain or repair known issues.
 - (iv) Injuries to Borrowers: Coverage does not extend to bodily injury or property damage sustained by the borrower.
 - (v) Prohibited Equipment: Equipment types prohibited by FWA or certain high-risk items.
 - (vi) Loss of Income: Excludes any potential income loss or business interruption resulting from downtime or repair needs.
 - (vii) Acts of War, Terrorism, and Natural Disasters: Damage or injuries resulting from war, terrorism, or large-scale natural disasters.
 - (viii) Cyber Liability: Claims arising from data breaches or cyberattacks related to digital equipment.
 - (ix) Professional Liability: Excludes claims related to any advice, instructions, or improper use guidance from the lender.
 - (x) Punitive Damages: Excludes any punitive damages, fines, or penalties assessed.
 - (xi) Unauthorized Modifications: Coverage is voided if the equipment is altered, modified, or repaired without authorization.
- (6) Process for Filing a Claim: Lenders must report any claim within 48 hours of an incident, providing all necessary documentation (such as photos of the equipment's pre- and post-rental condition) to support the claim. FWA requires 2-8 weeks for review and resolution of each claim.
- (7) Responsibility of Renters: Borrowers are responsible for adhering to all safety and usage instructions provided by the lender. Any misuse, neglect, or unauthorized operation of equipment by the borrower may place full liability on the borrower and may void any lender coverage.



- (8) Resolution, Liability Limits, and Legal Defense Costs: FWA liability protection for lenders is capped at \$100,000 per occurrence. This limit includes both defense costs, such as attorney fees, and any damages awarded in a covered claim. Legal defense costs are part of this overall limit and reduce the amount available for damages. FWA reserves the right to appoint legal representation on behalf of the lender for any covered claim, but any costs or damages beyond this cap will not be covered.
- (9) Right to Reimbursement: If FWA provides a legal defense for a claim that is initially deemed eligible but later determined to be outside of coverage terms, FriendWithA reserves the right to seek reimbursement for legal costs from the lender. This ensures that defense costs are only covered in cases that align fully with the policy's terms.
- (10) Disclaimer for Insurance Substitution: This liability protection is not traditional insurance and does not replace personal or commercial insurance policies. It serves as a platform-backed liability coverage exclusively for lenders and does not cover borrowers or third parties.
- (11) Coverage begins on the date and time of confirmed reservation pickup by the borrower and ends upon the confirmed return of the equipment to the lender. Liability protection applies exclusively during this rental period. Any incidents occurring outside this timeframe are not covered. Additionally, only incidents that occur within the covered rental period are eligible for claims, even if reported later.
- (12) Claims Reporting Period: FWA liability protection operates on an occurrence basis, covering incidents that occur during the rental period. Any claims or lawsuits arising from an incident must be reported to FWA within one year from the later of the rental end date or the confirmed reservation start date for coverage to apply. Claims reported after this period will not be eligible for coverage, regardless of when the lawsuit or claim is filed.
- (13) Limitations on Repetitive Claims: Coverage for repetitive claims related to the same equipment may be subject to review. FWA reserves the right to limit or deny coverage on future claims if the equipment is found to have unresolved or recurring issues impacting its safety or functionality.
- (14) Rights to Investigate and Deny Claims: FWA reserves the right to conduct a full investigation of all claims to ensure they meet eligibility criteria. If, after investigation, a claim is found to involve fraudulent activity or does not meet eligibility requirements, FWA may deny coverage.
- (15) Subrogation Rights: Upon payment of any claim under this coverage, FWA assumes all rights of recovery the lender may have against other parties related to the claim. The lender agrees to cooperate fully with FWA in any efforts to recover costs from third parties responsible for the loss.
- (16) General Limitations: FWA's liability protection is subject to the limitations, conditions, and exclusions outlined in this policy. Any situations not explicitly defined within this coverage document may be subject to FWA's discretion. FWA reserves the right to limit, adjust, or deny coverage in scenarios not specifically addressed here, especially in cases where such coverage may impact the safety, integrity, or functionality of the platform. Additionally, FWA may amend or adjust



policy terms as needed, with notice to lenders, to reflect changes in service or legal requirements.

3. Process:

- a) If a Borrowed Item is returned to you in an unsatisfactory condition (less normal wear and tear), you may make a claim by contacting support@friendwitha.com. Claims should be submitted within 48 hours after the rental has ended. Please make sure to supply all supporting documentation (e.g., before and after photos) so that FWA may make an accurate assessment of your Damage Claim. Following your claim, please allow for 2-8 weeks for us to determine the appropriate action for your item (Replacing or Repairing and who pays). Prior to paying out a claim, FWA may make efforts to recover your item. If FWA deems that your item is no longer recoverable, it will pay you within 2 weeks. However, if FWA and other parties deem the item is still recoverable, the case will remain open.
- b) Example process: Step 1: Report the damage within 48 hours. Step 2: Provide necessary documentation. Step 3: FWA investigates the claim. Step 4: Determination and resolution.

4. Duration of Coverage:

- a) Your coverage will begin once your rental reservation has been confirmed AND the state on the Dashboard has been Confirmed for 10 minutes AND it is within one hour of pickup time. Coverage will end 12 hours after the return time of your rental reservation.

5. Uninsured:

- a) In the event a Borrower damages or destroys a Loaned Item, FWA, in its sole discretion, may offer to pay up to \$10,000 of the Loaned Item's value to the Owner. THE FOREGOING SENTENCE IS NOT A GUARANTEE OF COMPENSATION, REPAIR, OR REPLACEMENT BY FWA FOR DAMAGED OR DESTROYED LOANED ITEMS.

6. Cosmetic Damage, Wear and Tear, and Repair Cost Limitations:

- a) Normal Wear and Tear: Normal wear and tear, including minor scratches, scuffs, and other minor cosmetic issues that do not impair the functionality or safety of the item, is expected with regular use and will not be subject to repair costs or compensation claims.
- b) Moderate Cosmetic Damage: Moderate cosmetic damages, such as more noticeable scratches or scuffs beyond normal wear and tear but not affecting functionality or safety, will be covered up to a maximum of 20% of the item's current market value. This ensures that repair costs remain reasonable in relation to the overall value of the item.
- c) Excessive or Abusive Damage: In cases where an item is returned with extensive cosmetic damage that significantly diminishes its value beyond the 20% threshold, FWA reserves the right to classify the damage as excessive or abusive. Such damage will be subject to a separate evaluation and may result in higher compensation or replacement costs.
- d) Evaluation of Damages: Upon submission of a damage claim, FWA will evaluate the extent of the damage and the associated repair costs. This evaluation may include obtaining quotes from professional repair services. For moderate scratches, the estimated reduction in the item's market value will be considered.
- e) Coverage Limit for Moderate Damages: If the cost of repairing moderate cosmetic damages exceeds 20% of the item's current market value, FWA may opt to

compensate the owner up to 20% of the item's current market value instead of proceeding with the repair. This ensures that compensation is fair and proportionate to the impact of the cosmetic damage.

- f) Excessive Damage Compensation: If the item is returned with extensive cosmetic damage that significantly affects its resale value or overall condition, FWA may opt to either:
 - (1) Compensate the owner for the full cost of repairs if deemed reasonable, or
 - (2) Provide a replacement item of similar age, condition, and specifications, or
 - (3) Compensate the owner for the depreciated value of the item if repair or replacement is not feasible.
 - g) Depreciation Consideration: The current market value of the item will be determined based on its age, condition, and market rates for similar items. Depreciation will be taken into account to ensure accurate valuation.
 - h) User Responsibility: Borrowers are responsible for moderate and excessive cosmetic damages if they have opted out of the damage protection coverage. Misuse or intentional damage will result in full liability for repair or replacement costs.
7. Replacement of Parts / Service:
- a) Reasonable Repair Expectations: Owners are expected to seek repairs from local, reputable businesses or qualified local individuals whenever possible to avoid excessive costs. Repairs should be performed by qualified professionals or individuals who provide verifiable quotes and receipts.
 - b) Cost-Effective Repairs: For small repairs, such as tire changes, FWA will cover costs deemed reasonable and customary for the location where the item is being repaired. Shipping items for repair should be avoided unless absolutely necessary and cost-effective.
 - c) Excessive Repair Costs: FWA reserves the right to deny claims for repairs that are deemed excessively expensive relative to local options. For example, shipping an item cross-country for a minor repair will not be covered if local repair services are available and capable of performing the work.
 - d) Owner's Responsibility: If an Owner prefers to use a specific service provider that incurs higher costs, the Owner may be responsible for the additional expenses beyond what FWA deems reasonable.

D. REQUIRED MAINTENANCE:

1. General Maintenance Responsibilities

- Owners are responsible for maintaining their equipment in good working condition and ensuring that all core functionalities are operating as intended before listing items for rent on FWA.
- Regular maintenance must be performed according to the manufacturer's recommendations or industry best practices for each type of equipment.

2. Maintenance Guidelines by Equipment Type

a. Bicycles



- Pre-Rental Check: Ensure tires are properly inflated, brakes are functioning correctly, gears shift smoothly, and take the bike for a short ride to confirm overall performance.
- Regular Maintenance: Lubricate the chain, check and tighten bolts and screws, and inspect for wear and tear on tires and brake pads.

b. Cameras and Camera Equipment

- Pre-Rental Check: Ensure lenses are clean and free of scratches, batteries are charged, all settings and modes function correctly, and take a few test photos to verify camera performance.
- Regular Maintenance: Clean camera bodies and lenses using appropriate tools, update firmware, and store in a dry, dust-free environment.

c. Paddle Boards

- Pre-Rental Check: Inspect for any punctures, ensure the paddle is secure and in good condition, confirm the board's surface is free of significant damage, and if possible, perform a brief test in the water.
- Regular Maintenance: Clean after each use, store in a cool, dry place, and check for and repair any small punctures or leaks.

d. Onewheels and Electric Skateboards

- Pre-Rental Check: Ensure battery is fully charged, wheels and tires are in good condition, electronic systems are functioning correctly, and take the device for a short ride to confirm proper operation.
- Regular Maintenance: Clean the device, check and tighten all screws and bolts, inspect the battery and motor for any issues, and perform software updates as needed.

e. Drones

- Pre-Rental Check: Ensure batteries are fully charged, propellers are in good condition, all controls and sensors are functioning correctly, and perform a short test flight to confirm stability and control.
- Regular Maintenance: Clean the drone, check and tighten all screws and bolts, inspect the battery and motors for any issues, and perform software updates as needed.

f. General Equipment Maintenance

- Inspection: Conduct thorough inspections before and after each rental to ensure there are no defects or issues that could impair the safety or functionality of the equipment.
- Repairs: Address any minor repairs promptly to maintain the equipment's usability and safety.
- Documentation: Keep records of all maintenance activities, including dates and specific actions taken, to provide a clear history of the equipment's condition.



3. Maintenance Non-Compliance

- FWA reserves the right to deny insurance claims if it is determined that required maintenance was not performed or if the equipment was rented out in a condition that did not meet these maintenance guidelines.
- Owners must ensure that all rented items meet these maintenance requirements to qualify for coverage under FWA's insurance policies.

4. Maintenance Resources

- Owners are encouraged to refer to the manufacturer's manuals detailed maintenance procedures and guidelines.

E. RIGHT TO DEFEND: We will have the right to defend the insured against any "suit" seeking damages when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. THIS IS NOT A DUTY. We will have no duty to defend the insured against any "suit" seeking damages for "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit", for which we have the duty to defend.

F. FINANCIAL INSTITUTION DISCLOSURE: FriendWithA LLC, is financed through Bank of America, Inc., a Charlotte, North Carolina based financial institution which provides financial services.

G. REIMBURSEMENT In the event we provide a defense for an Insured under the Policy and it is at any time determined that any Claim or theory of recovery for which a defense has been provided by us is not covered under the Policy, we expressly reserve the right to seek reimbursement of any Damages and/or Claim Expenses associated with any such Claim or theory of recovery from the Insured, including reimbursement on a prorated basis for that portion of any Claim or theory of recovery not covered if multiple Claims or theories of recovery have been asserted.

H. LEGAL ACTION AGAINST US No person or organization has a right under this Policy to:

1. Join the Insurer as a party or otherwise bring them into a Suit asking for Damages from an Insured; or
2. Sue the Insurer under this Policy unless all of the terms of the Policy have been fully complied with by the Insured.

I. OTHER INSURANCE A person or organization may sue the Insurer to recover on an Agreed Settlement or a final judgment obtained after an actual trial against an Insured, but the Insurer will not be liable for Damages that are not payable under Other Insurance:

1. If other valid and collectible insurance, whether primary, excess, or contingent or on any other basis, including any form of self-insurance, is available to an Insured for a loss covered under this Policy, then:



- a) This Coverage is excess over the other insurance, including any form of self-insurance; and
 - b) We will have no duty to defend any Claim or Suit that any other insurer has a duty to defend. If no other insurer or issuer of a form of self-insurance defends, we may undertake to do so, but we will then be entitled to enforce the Insured's rights against those other insurers, self-insurers, or self-insured entity for defense costs, contribution, or indemnity.
2. When both this Policy and other insurance, whether primary, excess, or contingent or on any other basis, including any form of self-insurance, apply to the loss on the same basis, we will not be liable under this Policy for a greater proportion of the loss than that stated in the applicable contribution provision below:
- a) If all such other insurance provides for contribution by equal shares, we shall not be liable for a greater proportion of such loss than that which would be payable if each Insurer or self-insured entity contributes an equal share until the share of each Insurer or self-insured entity equals the lowest applicable Limits of Liability under any one policy or coverage contract or the full amount of the loss is paid. With respect to any amount of the loss not so paid, each remaining Insurer or self-insured entity will then contribute an equal share of the remaining amount of the loss until each such Insurer has paid its limit in full or the full amount of the loss is paid.
 - b) If all such other insurance does not provide for contribution by equal shares, the Insurer shall not be liable for a greater proportion of such loss than the applicable Limits of Liability under this Policy bears to the total applicable Limits of Liability of all other valid and collectible insurance applicable to such loss.
3. If this Policy and any other policy or coverage contract issued to you by us or any company affiliated with us apply to the same Accident, the aggregate maximum Limit of Liability or any applicable Sub-limits under all of the policies and coverage contracts shall not exceed the highest applicable Limit of Liability or Sub-limit under any one policy or coverage contract. This condition does not apply to any policy or coverage contract issued by us, or an affiliated company, specifically to apply as excess insurance over this Policy.
- J. NON-ASSIGNABLE No interest, coverage, or rights under this Policy may be assigned or transferred to any other person or entity without the prior written consent of the Insurer. This Policy is issued to the Insured as owned and managed at the time of the Application and does not transfer upon a change in ownership or management without prior written approval of the Insurer.
- K. CHANGES THIS POLICY, INCLUDING ANY ENDORSEMENTS, contains all of the agreements between the Insured and the Insurer concerning the insurance provided by the Policy. The coverage terms can be amended or waived only by the Insurer, and not by any broker or agent, and made a part of the Policy.
- L. FALSE OR FRAUDULENT CLAIM If any Insured shall make any Claim under this Policy knowing such Claim to be false or fraudulent, as regards to amount or otherwise, this Policy



shall become null and void and all coverage hereunder shall be forfeited. M. Given the unique features of the coverage being provided to the Insured, coverage has been quoted, bound and issued with the express condition that the Insured acknowledge receipt and acceptance of the terms and conditions of coverage by returning the Receipt Form provided herewith. Coverage is subject to cancellation in the event the Insured fails to acknowledge receipt and acceptance of the terms and conditions of coverage by returning the Receipt Form provided.

M. **EXCLUSIONS:** We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

1. **Property Damage** to: a. Property you own, use, rent, or occupy regardless of when the Property Damage occurs or was discovered; b. Personal property in your care, custody, or control; c. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the Property Damage arises out of those operations; d. Premises you sell, give away, or abandon if the Property Damage arises out of any part of those premises regardless of when the Property Damage occurs or was discovered; Property loaned to you; or That particular part of any property that must be restored, repaired, or replaced because Your Work was improperly performed on it.

a) Property Damage to any goods or products manufactured, sold, handled, distributed, or disposed of by you, by others trading under your name, or by a person or organization whose business or assets you have acquired.

b) Property Damage to Your Work, including but not limited to claims of faulty, incomplete or deficient workmanship, regardless of whether such damage occurs or is discovered after that work has been completed.

c) Property Damage to Impaired Property or property that has not been physically damaged, arising out of: a. a defect, deficiency, inadequacy, or dangerous condition in Your Product or Your Work; or b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

d) Any Claim for any loss, cost, or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of Your Product, Your Work, or Impaired Property if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

e) Any Claim for punitive or exemplary damages, fines, statutory penalties, or sanctions, whether imposed by law or otherwise, trebled or otherwise multiplied damages or any multiplied portion of a compensatory award, or the return or restitution of legal fees, costs, and expenses. Claims for or awards against any Insured for punitive or exemplary damages, fines, statutory penalties, or sanctions, whether imposed by law or otherwise, trebled or otherwise multiplied damages or any multiplied portion of a



compensatory award are not covered by the Policy regardless of whether they are demanded or awarded based upon the conduct of an Insured or upon the conduct of others for whose conduct the Insured may be deemed to be vicariously liable.

2. Any Claim seeking relief other than for monetary damages including, but not limited to, claims for injunctions, temporary restraining orders, or other equitable relief or requiring any Insured to take any action other than the payment of compensatory monetary damages for Bodily Injury or Property Damage as defined herein.
3. Any Claim related to, caused by, or arising from mold and fungi including, but not limited to: a. Any sums that any Insured becomes legally obligated to pay as Damages because of Bodily Injury, Property Damage, Personal Injury, Advertising Injury, or Medical Payments directly or indirectly relating to the actual, potential, alleged, or threatened presence of mold, mildew, or fungi of any kind whatsoever, or any materials containing them at any time; or b. Any loss, cost, or expense to: (1) Any Insured or any other person or organization that they may incur in testing for, monitoring, removing, treating, or in any way responding to the actual, potential, alleged, or threatened presence of mold, mildew, or fungi of any kind whatsoever, or any materials containing them, whether as a result of a request, demand, statutory, or regulatory requirement or otherwise; or (2) Any Insured or any other person or organization that they may incur in connection with any Claim or Suit on behalf of any governmental authority or any person or organization relating to the actual, potential, alleged, or threatened presence of mold, mildew, or fungi of any kind whatsoever, or any materials containing them. The Company neither assumes nor has any duty or obligation to defend any Insured with respect to any Claim or Suit seeking any damages related to or resulting from mold, mildew, or fungi.
4. Any Claim or Damages arising out of a transmissible pathogen or disease which means a specific causative agent of disease, especially a living microorganism such as, but not limited to, a virus, bacterium, or fungus that is capable of being transmitted from one person or place to another by any means including, but not limited to, human transmission (including close contact such as coughing, sneezing, or otherwise releasing a pathogen into the air), food or water contamination, animal transmission, or transmission by inanimate objects.
5. Claims or Damages arising out of Cyber Liability. For purposes of this exclusion, Cyber Liability means a data breach, whether inadvertent or intentional, in which a third party's private or confidential information in the possession of any Insured is exposed, stolen or destroyed, regardless of whether the data breach is the result of conduct of the Insured. Cyber Liability, as used in this exclusion, includes any damage to data or tangible property arising from a computer virus. Cyber Liability also includes cyber extortion or network shutdowns.
6. Any Suit brought on behalf of a class or putative class.
7. Any Claim or Damages alleging public nuisance, private nuisance, attractive nuisance, statutory nuisance or any other similar claim relating to the interference of the property



rights, or loss of use or enjoyment of property, on the part of another person or entity, whether such claims involve negligent or intentional conduct.

8. Governmental Action Seizure or destruction of property by order of governmental authority. We will NOT pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority.

9. Nuclear Hazard Nuclear reaction or radiation, or radioactive contamination, however caused. If nuclear reaction or radiation, or radioactive contamination, we will NOT pay for the direct loss or damage caused.

10. War and Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these. Exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

N. WARRANTIES: WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THE SERVICE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. WE DO NOT PROVIDE ANY WARRANTY THAT IS IN CONNECTION WITH ANY LOANED ITEMS, SERVICES, PRODUCTS, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH OUR WEBSITE OR SERVICES.

O. INDEMNITY You will indemnify and hold FWA, and its subsidiaries, affiliates, officers, agents, and employees (the "Indemnified Parties"), harmless from any costs, damages, expenses, and liability caused by your use of the Service, Content, Loaned Items, your violation of our Terms of Service, or your violation of any rights of Loaned Items. For the sake of clarity, this indemnity will cover any claims against the Indemnified Parties arising in connection with personal injury or death occurring in connection with the use of, or exposure to, Loaned Items by you or your representatives (e.g., your spouse or family members) or received by you or your representatives (e.g., members of your family, caregivers, your children, or other children under your care).

P. JURISDICTION The Insured understands and acknowledges that the Insurer conducts its business activities, including underwriting, risk management and claims services within the State of Washington. The Insured represents and acknowledges that the Insured has purposefully directed its actions to procure the insurance services of the Insurer within the State of Washington and, for that purpose, will make continuous and systematic requests for the Insurer's services in the State of Washington. The Insured acknowledges that, by entering into this policy of insurance, the Insured is deemed to be transacting business within the State of Washington such that the courts of Washington may exercise jurisdiction over it



regarding any issues arising out of this Policy. In addition, the Insured hereby understands and consents to the jurisdiction of the courts in the State of Washington and agrees that those courts shall be the exclusive forum for the resolution of any claims or disputes arising between the parties related to any insurance coverage issues and any payments due the Insured under the Policy, unless both the Insurer and Insured agree otherwise in writing.

Q. CONTACTING FWA: If you have any questions or concerns about this Insurance coverage form, please send us a thorough description by email to legal@friendwitha.com, or write to us at:

FriendWithA LLC
5608 17TH Ave NW, STE 1501
Seattle, WA 98107