

RENTAL INSPECTION POLICY (Last Updated March 20/2023)

For the purposes of this Agreement, (a) a “Item” is any type of item/equipment, made available through the Howly Inc website (the “Site”); (b) the “Renter” is the person renting the Item and any other equipment using an account created on the Site), and the “Lister” is the owner or authorised agent for the Item made available for rent via the Site.

1. You agree to disclose to the Owner and to Howly Inc all intended use of the rented item.
2. Prior to use of the Item and upon return of the Item, you should conduct a visual and functional inspection. Please take note of any Pre-Existing Damage, including but not limited to whether the Item turns on, whether any screen fails to illuminate, and whether any glass, plastic, or metal elements are cracked, broken, or bent. You should document any Pre-Existing Damage to the Item, with supporting photographs (at least 04). You may be permitted to cancel the Rental for that Item in accordance with these Rental Terms if you find any damage to the Item not listed in the Rental Listing prior to your Rental, or damage that renders the Item non-functional; if you find such damage to the Item in your initial inspection or in your subsequent usage, do not use the Item and notify the Howly Inc team immediately at support@howlyinc.com
3. While we hope that you do your best to take care of any Item that you rent, please keep in mind that, subject to the terms of the Howly Inc Damage Coverage Policy (which can be found in the Terms of Use), you will be solely liable for any harm or damage caused to an Owner or third party – including property damage to or theft of Item – arising out of or in connection with your acts, omissions, or negligence in handling or other use of Item rented via Howly Inc outside of normal wear and tear resulting from normal use of the Item. You will be fully responsible for: (i) damage resulting from "misuse of the Item" or your negligence; and (ii) damage to the Item’s functional elements sustained during your Rental, including, but not limited

to, any damages caused to any switches, buttons, screens, and lenses, plastics, glasses etc.

4. Unless otherwise indicated, Owners are not manufacturers of the Item and make no warranty whatsoever with respect to the manufacture of the Item, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Owners who are not the manufacturer of the Item do not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, or suitability of the Item.
5. When you receive an item, kindly check it for any types of modifications, if there are any homemade or after-market modifications, you shall not accept the rental item and shall send it back as is.
6. You should always check for the safety of the item, if the item is not fit or safe to use and may cause harm to any individual, you should immediately report it to support@howlyinc.com
7. ***Disclaimer: Please note that Howly Inc is not an insurance provider, broker, or agent. Howly Inc is not licensed in any state or country to be an insurance provider, broker, or agent.***
8. Renter shall pay Lister for all losses and/or damage to the Item, except for ordinary wear and tear that does not impact the usability of the Item or significantly impact the resale value of the Item, regardless of fault (e.g. Renter agrees to pay for the loss or damage even though someone else caused the damage or is at fault) . The determination of whether damage impacts the usability or resale value of the Item shall be made by Howly Inc in its sole discretion. Renter is also responsible for all theft or vandalism losses, even if Renter is not at fault for making the theft or vandalism possible, and regardless of any measures Renter may have taken to secure or protect the Item, including any instructions or security devices provided by Lister. YOU MUST INSPECT THE ITEMS, AS IT IS DEFINED IN THE TERMS ABOVE.