



HOADOR INC. - TERMS OF SERVICE

Effective Date: January 1, 2026

These Terms of Service (“Terms”) govern your access to and use of the Hoador website, mobile applications, and related services (collectively, the “Platform”), operated by **Hoador, Inc., a Delaware corporation** (“Hoador,” “we,” “us,” or “our”).

By accessing or using the Platform, you agree to be bound by these Terms.

1. Marketplace Description and Rules

Hoador operates a peer-to-peer online marketplace that enables users to list, rent, and provide tools, equipment, and general services (“Listings”).

Hoador:

- Does not own, manufacture, inspect, maintain, or insure listed tools or equipment
- Does not employ service providers unless expressly stated
- Acts solely as a technology platform facilitating transactions between users

All transactions occur directly between users, and users are solely responsible for their interactions.

2. Eligibility & Household Accounts

To create a Hoador account, you must be at least **18 years of age** and legally capable of entering into binding contracts. The individual who creates the account is the **Account Owner** and is responsible for the account and all activity associated with it.

Hoador permits Account Owners to add members of their household as **dependents**, including minors, to their account. Dependents may access and use the Platform only under the supervision and authority of the Account Owner.

The Account Owner:

- Is solely responsible for all actions, omissions, and use of the Platform by their dependents
- Represents and warrants that they have legal authority to grant dependents permission to use the Platform
- Accepts full responsibility for compliance with these Terms by all dependents
- Assumes all risks and liabilities arising from dependent use of the Platform, including rentals, services, damages, or disputes

Dependents do not create a separate contractual relationship with Hoador. All agreements, obligations, payments, and liabilities associated with dependent activity are binding on the Account Owner.

Hoador may limit or restrict dependent access to certain features or listings at its discretion.

3. User Obligations

Account Owners agree to:

- Use the Platform in compliance with all applicable U.S. federal, state, and local laws
 - Provide accurate, current, and complete information
 - Honor rental agreements, reservations, and service commitments
 - Use tools and equipment safely and only for their intended purposes
 - Obtain any required licenses, permits, or certifications
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4. Account Responsibilities

- You must create an account to list or rent items or services
 - You are responsible for maintaining the confidentiality of your login credentials, including your HOA code
 - You are responsible for all activity conducted through your account
 - You must promptly notify Hoador of any unauthorized access
 - Accounts may not be sold, shared, or transferred
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5. Listing Requirements (Tools, Equipment, and Services)

By creating a listing, you represent and warrant that:

- You have the legal right to rent the listed tools or equipment
- Listings are accurate, complete, and not misleading
- Tools and equipment are in safe, operable condition at the start of the rental
- Known defects, risks, or limitations are clearly disclosed
- Services are provided competently and as described

Hodor reserves the right to remove or restrict listings that violate these Terms or pose safety or legal risks.

6. Reservations, Rentals, and Services

- Reservations are binding once confirmed
- Pricing, rental periods, deposits, cancellation policies, and service terms are set by the Lister
- Renters are responsible for reviewing all listing details before booking
- Renters are responsible for loss, theft, damage, misuse, or late returns unless otherwise stated

Failure to comply with listing terms may result in fees, account restrictions, or termination.

7. Safety, Assumption of Risk, and Disclaimer

Users acknowledge that:

- Tools, equipment, and services may involve inherent risks
- Hodor does not inspect, certify, or guarantee safety or quality
- Use of the Platform and any rented items or services is at the user's own risk

To the maximum extent permitted by law, users assume all risks arising from their use of the Platform and release Hodor from liability related to rentals or services.

8. Reservation & Payment Rules

1. Booking and Payment

By reserving a listing on Hoador, you agree to pay all fees associated with the listing, including rental/service fees, platform service fees, taxes, and any applicable deposits.

2. Payment Processing

All payments are processed through Stripe Connect. You acknowledge and agree that Stripe is the payment processor and that Hoador does not act as a bank or money transmitter.

3. Platform Fees and Deposits

Platform service fees, deposits, and other transaction-related amounts are governed by Hoador's **Payments & Payouts Policy**, which is incorporated by reference into these Terms of Service. You agree to comply with the Payments & Payouts Policy, including its rules regarding:

- Authorization and capture of payments
- Refunds and cancellations
- Payout timing and eligibility
- Deduction of deposits for damage, loss, or policy violations

4. Refunds and Cancellations

All refund requests and cancellations will be processed in accordance with the **Payments & Payouts Policy**. Hoador reserves the right to approve or deny refunds at its discretion consistent with the Policy.

5. Disputes

Any disputes regarding payments, refunds, or deposits must follow the process described in the Payments & Payouts Policy. Users agree that Hoador may temporarily withhold payouts pending resolution of such disputes.

9. Dispute Resolution and Arbitration

Users agree to:

- Attempt to resolve disputes directly with the other user first
- Allow Hoador to assist in dispute resolution at its discretion

Binding Arbitration:

Except where prohibited by law, any dispute arising out of or relating to these Terms or the Platform shall be resolved through **binding arbitration**, rather than in court.

Governing Law:

These Terms are governed by the laws of the **State of Delaware**, without regard to conflict-of-law principles.

Class Action Waiver:

Users waive the right to participate in class actions or representative proceedings, to the extent permitted by law.

10. Platform Rights & Use of Data

Hoador reserves the right to operate, improve, and monetize the Platform in its discretion, subject to applicable law. This includes the right to collect, use, share, license, and sell user data, as described below and in Hoador's Privacy Policy.

Platform Rights

Hoador may:

- Monitor, review, and analyze Platform activity
- Modify, suspend, or discontinue any part of the Platform
- Remove content or listings
- Suspend or terminate accounts
- Enforce these Terms at its sole discretion

Data Collection and Monetization

By using the Platform, you acknowledge and agree that Hoador may collect information related to your use of the Platform, including but not limited to:

- Account and profile information
- Listing, rental, and transaction data
- Usage, device, and analytics data

To the fullest extent permitted by law, Hoador may:

- Use such data for business, analytics, marketing, research, and product development purposes
- **Sell, license, or otherwise monetize user data**, including to third parties
- Share data with affiliates, service providers, business partners, or in connection with mergers, acquisitions, or asset sales

Dependents and Minor Data

For accounts with dependents, including minors:

- The Account Owner expressly consents to Hoador's collection, use, sharing, and sale of dependent-related data, to the extent permitted by law
- Hoador may limit the collection, sale, or use of minor data or rely on **aggregated or de-identified data** where required by law
- All responsibility for consent and compliance related to dependent data rests with the Account Owner

Legal Compliance

All data use, sharing, and sales are subject to:

- Hoador's Privacy Policy
- Applicable federal and state privacy laws
- Any legally required opt-out, consent, or disclosure obligations

The Platform is provided **"as is" and "as available,"** without warranties of any kind, express or implied, to the fullest extent permitted by law.

11. Termination

- Users may terminate their accounts at any time
 - Hoador may suspend or terminate access for violations of these Terms
 - Obligations incurred prior to termination survive termination
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12. Prohibited Behavior

Users may not:

- List illegal, unsafe, recalled, or stolen tools or equipment
- Misrepresent item condition, ownership, or qualifications
- Bypass Platform fees or payment systems
- Harass, threaten, discriminate, or abuse others
- Engage in fraudulent, deceptive, or unlawful conduct
- Attempt unauthorized access to the Platform or systems

Violations may result in account termination and legal action.

13. Changes to These Terms

Hoador may update these Terms from time to time. Continued use of the Platform after changes take effect constitutes acceptance of the revised Terms.

14. Contact Information

Hoador, Inc.

Email: admin@hoador.com