

# Terms and Conditions

*Please read these terms carefully, understanding that these Terms and Conditions are not the same as our Service Agreement which will be signed and dated prior to any work.*

Mountain Mobile RV Services LLC. provides recreational vehicle repair, inspection and consultation services. At times these services may include recommendations of products and/or other service providers to which we use and trust.

## **Privacy**

We hold high standards to protect your privacy and the personal information you provide us with. The information we collect, we use for legitimate business purposes. Mountain Mobile RV Services LLC., will not share non-public information with non-affiliated third parties except in these cases:

As permitted by law. For example, providing information to industry regulators, to law enforcement agencies for fraud prevention, to credit bureaus and to third parties that assist us in processing and collecting the transactions you authorize.

With parties that assist Mountain Mobile RV Services LLC., in promoting our own products and services, such as affiliates, service providers, printers, mail houses, and claims administrators. It is Mountain Mobile RV Services LLC., policy to include confidentiality and data protection provisions in the contracts we make with these companies. We provide them with the limited information they need to perform their services for Mountain Mobile RV Services LLC., such as but not limited to names and addresses collected through our transactions.

## **Electronic Communications**

Visiting [www.mountainmobilervservices.com](http://www.mountainmobilervservices.com) and sending an inquiry or sending emails to [contact@mountainmobilervservices.com](mailto:contact@mountainmobilervservices.com) constitutes electronic communication. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures and other communications that we provide you electronically via email and our website, satisfy any legal requirements that such communication be in writing.

## **Children under 18**

Mountain Mobile RV Services LLC., does not knowingly collect, either online or offline, personal information from persons under the age of 18. Mountain Mobile RV Services LLC., does not knowingly communicate and/or receive payment from persons under the age of 18 without the written consent of a parent or guardian.

## **Cancellation/Refund Policy**

### **1. Appointment Cancellation**

Appointments must be canceled or rescheduled at least 24 hours in advance.

Cancellations made less than 24 hours before the scheduled time may be subject to withholding any merchant fees accrued for parts storage and/or return.

**2. No-show policy**

If our technician arrives at the scheduled time and location and is unable to begin work due to customer absence and/or lack of access, the trip charge will be charged in its entirety, in addition to a \$50 no-show fee.

**3. Weather and Safety**

For safety reasons due to weather conditions and/or, but not limited to, safe access to the RV or travel trailer, Mountain Mobile RV Services LLC., reserves the right to reschedule the appointment(s).

**Links to Third Party Sites/Third Party Services**

[www.mountainmobilervservices.com](http://www.mountainmobilervservices.com) may contain links to other websites. The Linked Sites are not under the control of Mountain Mobile RV Repair LLC., and Mountain Mobile RV Services LLC., is not responsible for the contents of any Linked Site, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. Mountain Mobile RV Services LLC., is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Mountain Mobile RV Services LLC., of the site or any association with its operators.

**No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use [www.mountainmobilervservices.com](http://www.mountainmobilervservices.com) strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Mountain Mobile RV Services LLC., that you will not use the Site for any purpose that is unlawful or prohibited by these terms. You may not use this Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Mountain Mobile RV Services LLC., or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Mountain Mobile RV Services LLC., is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for

personal use, and will make no other use of the content without the express written permission of Mountain Mobile RV Services LLC., and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Mountain Mobile RV Services LLC., or our licensors except as expressly authorized by these Terms.

### **Internation Users**

The service is controlled, operated and administered by Mountain Mobile RV Services LLC., from our office within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Mountain Mobile RV Services LLC., content accessed through [www.mountainmobileservices.com](http://www.mountainmobileservices.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Mountain Mobile RV Services LLC., its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Mountain Mobile RV Services LLC., reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Mountain Mobile RV Services LLC., in asserting any available defenses.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. MOUNTAIN MOBILE RV SERVICES LLC., AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

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### **Termination/Access Restriction**

Mountain Mobile RV Services LLC., reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New Hampshire