

xTow ON-WATER TOWING SERVICE AGREEMENT

We value your membership!

Here are the terms and conditions (the “Terms”) govern your Membership with xTow (“xTow”, “we,” “our,” “us”).

Purchase or use of any xTow Membership subjects the Member or user to the provisions of the Terms, as amended from time to time. This is not an insurance contract.

Towing Service Levels: We offer the following towing service levels:

xTow 1st Mate Member
xTow Captain’s Member & Gas Club
xTow Admiral Member & Gas Club

Towing benefits vary depending on your towing service level. Membership eligibility, dues, fees, terms, services and benefits are subject to change without notice. In the event of any changes, the Terms will be updated and published at www.LakeXTow.com.

A. Definitions – When used throughout, the following words and phrases are defined as follows:

1. Covered vessel is a recreational vessel owned by the Member that becomes disabled on the water.
2. Incident is an event, or a series of events, arising from the same occurrence that rendered the covered vessel disabled.

3. Member is the person or persons identified on the Membership Record and for whom towing benefits apply in accordance with the Member's service level.

4. Towing benefits are defined in Section B.

5. Service Area is the geographic area serviced by a LakeTow LLC service provider. Service area includes the Lake of the Ozark, from Bagnell Dam to Truman Dam. Service areas vary depending on location and are subject to change.

6. Non-Restricted location is defined as a dock, mooring or anchorage where the covered vessel is regularly kept, or a dock, mooring or anchorage where the covered vessel can remain 12 or more hours.

B. Towing benefits are provided as follows:

1. Towing assistance to a port of choice within the Lake Tow LLC service area on Lake of the Ozarks when a covered vessel becomes disabled on the water. As an alternative to towing, the Member may receive a jump start or delivery of fuel, or engine fluids.

2. Soft ungrounding assistance for a covered vessel.

3. A tow for the purpose of repairs of a covered vessel from a Non-Restricted location to a dock, mooring, repair facility or point of nearest feasible boat ramp for haul out.

4. Exclusions to towing benefits:

- a. When the vessel is disabled as a consequence of a pre-existing condition, including where the boat is disabled at the time of vessel purchase or membership purchase or upgrade or when a disabled vessel departs a dock, mooring or anchorage.
- b. Tows from a Non-Restricted location within the first 30 days after membership purchase or upgrade.
- c. Salvage, including hard groundings, assistance requiring more than one vessel, pumps, divers, airbags or other special equipment, or vessels abandoned, wrecked, beached, on fire, damaged by fire, taking on water, sinking, sunk, previously sunk, in the surf or surf line, or in any other state of peril.
- d. Towing a vessel from a repair facility at which it can be repaired.
- e. The cost of fuel, parts or supplies for the covered vessel.
- f. Escort, navigation assistance, search for lost vessels or anchor retrieval.
- g. Ungroundings at any dock or mooring.
- h. Marina charges.
- i. When the Member is a guest or paid captain of a vessel, or where the vessel is used for commercial purposes.
- j. When towing benefits are available from another company or service.
- k. Any service not specifically stated in this Agreement as towing benefits.

C. Payment –Towing benefits are paid per incident in accordance with the Member’s service level at the time of disablement. Invoices must be submitted within 90 days of service.

1. xTow 1st Mate Member: The Captain's Club Membership pays the first \$100 when towing benefits are provided to a covered vessel within Lake Tow LLC's service area.
2. xTow Captain's Member & Gas Club: The Captain's Club Membership pays 100% when towing benefits are provided to a covered vessel within Lake Tow LLC's service area.
3. xTow Admiral Member & Gas Club: The Admiral Membership pays 100% for towing benefits provided to a covered vessel within LakeTow LLC's service area. However, if at any point Lake Tow LLC leaves its service area or if the destination is greater than nautical 25 miles from the responding towboat's port of dispatch, the maximum payment per incident for towing benefits will not exceed \$1,000. Applicable to all service levels: If service is not provided by a Lake Tow LLC service provider, then the cost of the tow is not covered by the xTow membership. In all cases, payment will not exceed the Member's service level at the time of disablement.

D. Additional Terms

1. Term; Activation: Membership is effective at midnight the day following receipt of payment and expires as shown on the Membership Record.
2. Your Membership is not insurance: This Agreement is not an insurance policy and does not provide for any compensation, liability or damages arising out of damage or injury to persons, boats or property.
3. In an emergency situation, contact the Water Patrol or other government agency immediately: This Agreement is not a promise of rescue and is restricted to towing benefits which can

be provided with equipment immediately available to the towing company. Services will be provided within the safe parameters of the towing company capabilities, and will not be rendered when the vessel cannot be safely or reasonably reached or secured or properly serviced without damage or danger to persons or property.

4. Services are provided on an “as available” basis: Services are subject to availability. Alternatives to towing may be provided in the sole discretion of the responding service provider.

5. Terms are subject to change: Membership benefits and services, including service areas and membership service levels, are subject to change without notice. In the event of any changes, the Terms and Member Benefits will be updated and published at www.LakeXTow.com.

6. Your Right to Cancel: You may cancel this Agreement within 30 days of activation for a refund of Member dues; a refund of Member dues is contingent on whether towing benefits were provided within the first 30 days.

7. Our Right to Cancel: We reserve the right to immediately cancel this Agreement for abuse of privileges. This includes, without limitation, misrepresentation of vessel condition, excessive towing, lack of care and diligence in the operation and maintenance of the vessel, and fraud.

8. No Assignment: This Agreement may not be transferred or assigned to another party.

9. Consent to receive text messaging for dispatch purposes: By using the xTow service, you agree to accept text messaging for dispatch purposes.