

Evolution Insure

Consumer Rights and this Plan

THE BENEFITS PROVIDED BY THIS PLAN SUPPLEMENT ALL EXISTING RIGHTS AND REMEDIES GRANTED UNDER CONSUMER PROTECTION LAWS AND REGULATIONS. THE PLAN RESPECTS ALL APPLICABLE CONSUMER RIGHTS, INCLUDING THE ENTITLEMENT TO REMEDIES UNDER STATUTORY WARRANTY LAW, AND THE RIGHT TO SEEK DAMAGES SHOULD APPLE FAIL TO FULFILL ANY OF ITS CONTRACTUAL OBLIGATIONS.

Plan Description

This agreement, referred to as the "Plan," governs the services rendered by Evolution Jetsports LLC, trading as Evolution Jetsports. It includes this document, your Plan Confirmation, and the original sales receipt for your Plan. The Plan covers the following equipment, known collectively as the "Covered Equipment": Yamaha Waverunner, Spark Evolution Jet Kart, CraigCat Mini Pontoon.

Plan Duration and Renewal

The Plan's coverage commences at the start of your rental and continues until the end of your rental period, as outlined in your rental confirmation.

Coverage Details

3.1 Accidental Damage from Handling (ADH)

During the Plan term, should you file a legitimate claim reporting damage from an unexpected and unintentional external event (such as accidentally hitting the dock or capsizing due to waves), Evolution Jetsports will, subject to your payment of the scheduled repair fee (up to the \$1000 deductible), manage the necessary repairs. This excludes any applicable taxes. Please note, some exclusions apply as detailed below.

Exclusions from Coverage

This Plan does not cover:

- (a) Damage resulting from reckless, abusive, or intentional misuse, or any usage not intended or prescribed by Evolution Jetsports.
- (b) Installation, removal, or disposal of the Covered Equipment, or the provision of equipment during its usage.
- (c) Any damage to the Covered Equipment if it has been opened, serviced, modified, or altered by anyone other than Evolution Jetsports during the rental period.
- (d) Damage resulting from failure to follow the guide's instructions or stay within the guide's designated area.
- (e) Damage sustained outside the approved riding area.
- (f) Damage caused by intentionally riding too close to other boaters or renters of Evolution Jetsports.

How to Obtain Service and Support

To receive service or technical support, contact Evolution Jetsports and provide, upon request, your original sales receipt for the Covered Equipment.

Service Options

Evolution Jetsports will provide repair services via:

- (a) Parts replacement: If a part is irreparably damaged, replacement parts will be ordered.
- (b) On-Site Repair: If the damage can be repaired on site without additional parts, charges will follow the Evolution Jetsports fee schedule.

Your Responsibilities

To receive service under the Plan, you must provide a copy of your Plan's proof of purchase, describe the damage and its causes, and follow the instructions provided by Evolution Jetsports

Liability Limitation

To the extent allowed by law, Evolution Jetsports and its employees and agents bear no liability for any indirect or consequential damages to you or any subsequent renter of the Covered Equipment.

Plan Cancellation

9.1 Cancellation Rights

You may cancel the Plan up to 24 hours before your rental. After this period, the Plan is non-refundable.

Plan Changes

The original Plan terms will remain valid for your Plan term. Evolution Jetsports may revise terms, including prices and service fees, with 60 days' notice or longer if required by law. If you disagree with revisions, you may cancel the Plan without penalty.

General Terms

- (a) Evolution Jetsports may delegate its obligations to third parties but remains liable for its obligations to you.
- (b) Evolution Jetsports is not liable for any failures or delays in service due to circumstances beyond its reasonable control.
- (c) For quality assurance, calls between you and Evolution Jetsports may be recorded.
- (d) Any data disclosed to Evolution Jetsports under this Plan is not considered confidential or proprietary to you. Evolution Jetsports may collect and process data to provide service, including transferring your data to affiliated companies or service providers in compliance with the Evolution Jetsports Customer Privacy Policy.
- (e) Evolution Jetsports has robust security measures to protect your data against unauthorized access, disclosure, or unlawful destruction. You are responsible for instructions provided regarding data processing, and Evolution Jetsports will reasonably comply to fulfill service and support obligations under the Plan. If you have questions about the processing of your data, please contact Evolution Jetsports.
- (f) The Plan terms, including the original sales receipt and Plan Confirmation, override any conflicting, additional, or other terms of any purchase order or other document, establishing the entire agreement between you and Evolution Jetsports.
- (g) No informal dispute settlement process is available under this Plan.
- (h) Support services under this Plan may be offered in English only.