



RENTAL AGREEMENT

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This Agreement Constitutes A Contract Between The Person Named On The Contract ("Renter") And The RV Rental Factory, LLC ("Agent"). This Is A Stand-Alone Contract If Renting Directly Through The RV Rental Factory, LLC Or In Addition To The Terms And Agreements Between The "Renter" And The Rental Platform. For Purposes Of This Agreement, The Term "Consignment Agreement" Means The Agreement Between Agent And Owner Governing Agent's Management And Rental Of The RV.

THE RV RENTAL FACTORY, LLC (AGENT) AND RENTER AGREE AS FOLLOWS:

1. PARTIES AND AUTHORITY: The RV described herein is owned by the **OWNER** and rented through The RV Rental Factory, LLC ("**AGENT**"), acting as the **OWNER's** exclusive agent. **RENTER** acknowledges that **AGENT** has full authority to manage, operate, and enforce all rental rules, collect payments, and assess fees on behalf of the **OWNER**. **RENTER** agrees to comply with all terms and operational policies established by **AGENT**, including those outlined in this Agreement and any supplemental operational instructions provided at orientation. **RENTER** acknowledges receipt of operational terms consistent with **AGENT's** obligations to the **OWNER** under the **Consignment Agreement** and agrees to comply with all damage, restricted-use, and liability policies that protect the **OWNER's** vehicle. If the RV is owned directly by **AGENT**, all references to **OWNER** in this Agreement shall be deemed to refer to **AGENT**.

2. PAYMENT POLICY: **RENTER** agrees to pay a **\$500.00 non-refundable** deposit or the total balance if less than \$500.00 (**also non-refundable**) at the time of booking. The remaining balance is due thirty (30) days prior to the reservation. If rental is booked within thirty (30) days of departure, full payment is due at time of booking and is **non-refundable**. A **\$1,000.00** refundable security deposit is required and will be held via credit card twenty-four (24) hours prior to pickup unless already paid via a third-party platform such as RVshare, Outdoorsy, Good Sam, or RVezy. Credit card payments incur a 2.95% processing fee. The security deposit will first be applied to damages. The credit card used for the security deposit will be charged to cover any overages or other fees, including the remaining insurance deductible prior to security deposit being released. Any remaining balance will be released within ten (10) business days.

3. CANCELLATION POLICY AND RV ABANDONMENT: Payments made toward a reservation are refundable, less the non-refundable \$500.00 booking deposit, if canceled more than thirty (30) days prior to the reservation start date. Cancellations less than thirty (30) days before the start of the reservation are **non-refundable**. A twenty-four (24) hour grace period applies after booking. No refunds are provided for early check-outs, no-shows, or holiday/event reservations. Unforeseen circumstances, such as extreme weather or pandemics, will be addressed on a case-by-case basis at **AGENT's** discretion. In the event of abandonment or other violation of this Agreement, **AGENT** may retain applicable fees, including forfeited security deposits and retrieval charges. **OWNER** compensation will reflect only revenue actually received; **OWNER** shall not be responsible for losses recovered from **RENTER**. Abandonment of the RV constitutes immediate forfeiture of the security deposit (refer to Section 2) and incurs a \$5,000.00 retrieval fee, plus costs for lost or missing items and loss of use for future rentals. **RENTER** waives rights to dispute claims in such cases and is responsible for lost rental income immediately. Nothing in this Agreement shall shift the **OWNER's** storage fee obligations under the **Consignment Agreement** onto the **RENTER**, unless the delay or extended storage results solely from **RENTER's** abandonment or breach.

4. RENTAL PERIOD EXTENSION: Any extension of the rental period must be approved by **AGENT**. This Agreement automatically extends to cover approved extensions. **RENTER** is responsible for all additional nightly rates, insurance costs, and associated fees for the extended period and is due at the time of notification and approval.

5. FEES AND ADDITIONAL CHARGES: The following fees may apply, including but not limited to: Cleaning fee (\$150.00), dumping fee (\$150.00), holiday pickup/return fee (\$150.00), late pickup/return fee (\$150.00/hour), fuel refill fee (actual fuel cost plus a \$150.00 service fee), propane refill fee (actual propane cost plus a \$150.00 service fee), pet-related cleaning fee (\$150.00), winter rental fee from Nov 1 - Mar 15 (\$150.00), lockout service fee (\$150.00 plus actual costs incurred), damaged or lost item fee (actual replacement cost with a minimum charge of \$150.00), and lost or broken key fee (\$150.00). **RENTER** is responsible for all tolls, traffic, and parking violations. All driveable RV's equipped with Florida's SUNPASS will be billed daily utilizing TOLLSPOT. All fees and charges are authorized to be collected by **AGENT** via the credit card on file. **RENTER** acknowledges that **AGENT** has full authority to enforce the rules and fees outlined in this Agreement. **OWNER** has authorized **AGENT** to collect all applicable fees, fines, or charges from **RENTER**, including, but not limited to, cleaning, fuel, mileage overages, late returns, and damage-related costs. Damage-related fees recovered from **RENTER** shall be applied toward **OWNER/AGENT** revenue distribution in accordance with the **Consignment Agreement**, except that **AGENT** may retain administrative fees, late return penalties, cancellation fees, and other amounts specifically allocated to **AGENT** under the **Consignment Agreement**.

6. PICKUP AND RETURN OF THE RV: **AGENT** does not maintain normal office hours. All RV pickups and returns are by appointment only and must be scheduled in thirty (30) minute appointment windows. Standard pickup and return appointments are available Monday through Saturday between 8:00 a.m. and 4:00 p.m. unless otherwise approved in writing by **AGENT**. There are no Sunday pickups. Sunday returns are permitted only with **AGENT's** prior approval at time of booking and are subject to a \$150.00 Key Drop Fee. **RENTER** shall arrive at the scheduled pickup and return appointment time and location. **PARKING OF PERSONAL VEHICLES:** As a revocable courtesy, **AGENT** may, in its sole discretion, permit **RENTER** to leave a personal vehicle at **AGENT's** facility during the rental period. Any such parking is solely at **RENTER'S** own risk and may be revoked by **AGENT** at any time. **AGENT** does not provide secured or monitored parking and assumes no responsibility or liability for theft, vandalism, collision, weather, fire, flood, falling objects, acts of third parties, or any other cause whatsoever resulting in loss of or damage to any vehicle or its contents. **RENTER** releases and agrees to hold harmless **AGENT** and **OWNER** from any and all claims, losses, damages, or liabilities arising out of or relating to the parking or storage of any personal vehicle at **AGENT's** facility. **RENTER** acknowledges that no bailment, custody, or storage agreement is created by leaving a personal vehicle on **AGENT's** property. Personal vehicle(s) must be removed immediately upon the return of the RV. Any vehicle remaining on **AGENT's** property after the rental ends may be towed or otherwise removed at **RENTER'S** sole expense without further notice, to the extent permitted by applicable law. If **RENTER** arrives late for either the scheduled pickup or return appointment, **RENTER** shall be charged a late fee of \$150.00 per hour, or any portion thereof, beyond the approved appointment time. Additional fees may include financial responsibility for lost rental income if another rental is affected by **RENTER's** late return. Such fees will automatically be added to the reservation and charged immediately. **RENTER** should expect the pickup orientation to last approximately thirty (30) to sixty (60) minutes, during which **AGENT** will review the operation of the RV. By accepting possession of the RV following the pre-departure inspection and orientation, **RENTER** acknowledges that the RV has been inspected, is in acceptable condition, and is suitable for the intended rental unless any deficiencies are specifically documented by **AGENT** before departure. The RV must be returned at the agreed-upon time, location, and in the same condition and cleanliness as received. No refunds will be provided for early returns. A checkout walk-through will be conducted upon return when possible, and a detailed post-rental inspection will be completed within ten (10) days. If the RV is returned outside **AGENT's** normal inspection hours (including an approved Sunday key drop) or without an **AGENT** representative present, **RENTER** shall remain responsible for the condition and security of the RV until **AGENT** completes its return inspection.

7. RV OPERATIONS: **RENTER** may not operate the RV on non-paved roads outside licensed RV parks. Unauthorized travel may result in forfeiture of the security deposit (refer to Section 2) and additional charges. Towing is prohibited without prior approval by **AGENT**. **RENTER** is responsible for ensuring safe and proper operation of the RV during the rental, including: **Tires:** Inspect tires before and during use; report any damage immediately. **RENTER** is responsible for tire damage or replacement. **RENTER** is responsible for windshield damage, including chips, cracks, stars, and other impact damage. Tires, windshield, and awning damage or replacement is the full responsibility of the **RENTER** and is not covered by the **AGENT's** insurance policy. Applicable fees related to tires, windshield, or awning damage or replacement will be charged to the **RENTER's** credit card immediately. **RENTER's** failure to promptly report such damage may create a rebuttable presumption that the damage occurred during the rental period. **Fluids & Wipers:** Check and maintain oil, coolant, windshield wiper fluid, and other essential fluids. If any warning light illuminates, the engine overheats, oil pressure drops, coolant temperature becomes abnormal, or any condition indicates that continued operation may cause mechanical damage, **RENTER** shall immediately discontinue operation of the RV (when it is safe to do so) and promptly notify **AGENT** for further instructions. **RENTER** may be responsible for additional damage resulting from continued operation after such warning signs are present. **RENTER** is responsible for damages caused by low or neglected fluids. **Headlights, Signals, and Safety Equipment:** All lights, indicators, brakes, and safety devices must be operational. Report malfunctions immediately. **Lockouts:** **RENTER** is responsible for any lockouts. Costs for locksmith services or replacement keys are the responsibility of the **RENTER**. **Reporting Malfunctions:** Any mechanical or electrical issues discovered during the rental must be reported immediately. Failure to follow proper maintenance or report issues promptly may result in deduction from the security deposit (refer to Section 2) or additional charges as determined by **AGENT**. **ROOF ACCESS:** Access to the RV roof is prohibited except with prior authorization from **AGENT**. Any damage resulting from a person standing, sitting, kneeling, walking, or otherwise accessing the roof shall be the responsibility of **RENTER**. **UNDERCARRIAGE DAMAGE:** Damage occurring below the floorline of the RV, including but not limited to holding tanks, plumbing components, dump valves, leveling jacks, suspension components, frame components, steps, stabilizers, trailer tongue components, and related equipment shall be the responsibility of **RENTER** unless clearly caused by a documented manufacturer defect. This section is not covered by **AGENT's** insurance policy. **TIRE, WHEEL, AND ROAD HAZARD DAMAGE:** **RENTER** is responsible for tire damage, wheel damage, punctures, blowouts, curb strikes, road hazard damage, roadside service, towing expenses, and related costs occurring during the rental period unless directly caused by a documented manufacturer defect. This section is not covered by **AGENT's** insurance policy. **FREEZE DAMAGE:** **RENTER** shall be responsible for any damage caused by freezing temperatures, including damage to plumbing systems, holding tanks, valves, pumps, water heaters, faucets, filters, appliances, and water lines. This section is not covered by **AGENT's** insurance policy. **CARGO AND EQUIPMENT:** **RENTER** is responsible for properly securing all personal property, cargo, bicycles, generators, coolers, grills, luggage, and other equipment transported in or on the RV. Damage caused by unsecured cargo shall be the responsibility of **RENTER**. This section is not covered by **AGENT's** insurance policy. **CHILD SAFETY REQUIREMENTS:** **RENTER** is responsible for ensuring compliance with all child restraint and passenger safety laws. **AGENT** assumes no responsibility for the installation, use, or suitability of child restraint systems.

8. CAMPGROUND RESERVATIONS AND DRY CAMPING: **RENTER** is responsible for all campground reservations and fees. **AGENT** is not liable for cancellations, errors, or changes by the campground. Sites should accommodate RV-ready hookups for water and electricity. **RENTER** assumes full responsibility for limited water, tank, battery, and propane capacity for sites without water and electricity. **AGENT** is not liable for unmet expectations or restricted capabilities and no refunds will be given.

9. MILEAGE AND GENERATOR USE: Driveable RV rentals include 200 miles and 4 generator hours per paid night. Additional mileage is \$0.35/mile; additional generator hours are \$4/hour. Towable RV's with generators include 4 generator hours per paid night; extra hours are \$4/hour. Fees are due upon return.

10. OCCUPANCY AND PETS: Maximum occupancy is as specified by the RV manufacturer. Only dogs are permitted. Pet-related damages may incur a cleaning/repair fee.

11. SMOKING AND VAPING: Smoking or vaping inside the RV is strictly prohibited. Violations automatically incur a cleaning fee.

12. SUPPLIED ITEMS: **RENTER** is responsible for replacement costs of any supplied items that are lost or damaged. There will be a minimum fee (refer to Section 6) for lost or damaged items.

13. FUEL AND PROPANE: **RENTER** must refuel driveable RV's with the correct fuel type as discussed at orientation and return the RV with a full fuel tank and full propane tank(s). If RV is returned with less than full fuel or propane, refill fees (refer to Section 6) will apply.

14. AWNING, ROOFTOP, AND APPLIANCES: **AWNINGS:** Exterior awnings are provided on some RV's as a convenience only and are used entirely at **RENTER'S** risk. **RENTER** shall be responsible for all awning damage regardless of cause, including but not limited to wind, rain, storms, tree branches, improper deployment, improper retraction, operator error, accidental impact, or failure to retract during adverse weather. Rooftop access is prohibited except with prior authorization from **AGENT**. Appliance malfunctions, utility interruptions, connectivity issues, or equipment failures are not grounds for refunds, credits, trip interruption compensation, or cancellation of payment obligations.

15. GPS AND RESTRICTED USE: RV GPS may not be removed or tampered with. Providing false destinations or attending prohibited events may result in forfeiture of the security deposit (refer to Section 2) and immediate return of the RV. Festivals or concerts require prior **AGENT** approval. Travel into Mexico is strictly prohibited. Travel into Canada requires prior approval from **AGENT**. Use of the RV in any race, speed contest, off-road event, commercial hauling operation, cargo-for-hire activity, rideshare activity, or other commercial enterprise is prohibited unless expressly authorized by **AGENT** in writing.

16. WASTE TANKS: **RENTER** must properly use and empty the black and gray tanks. Improper use will incur a dumping fee (refer to Section 6). Only RV-safe toilet paper may be used in the black tank; no food or foreign objects may enter the black or gray tanks. Instructions are provided at orientation. Any damage resulting from improper tank use, flushing wipes, feminine hygiene products, paper towels, food waste, chemicals, cleaning products, or other prohibited materials shall be the responsibility of **RENTER**.

17. OPTIONAL ADDITIONAL PROTECTION: Interior damage protection and trip insurance are offered through a third party vendor, IMG Global. If selected, **RENTER** will be charged for any damages and must seek any available reimbursement directly through IMG Global in accordance with IMG Global's policy terms and conditions; the same applies when seeking reimbursement for trip payment due to cancellations.

18. RV DELIVERY (if applicable): Once an RV has been delivered and set up by **AGENT** at the **RENTER'S** designated location, it must remain stationary and may not be moved, towed, or relocated by **RENTER** or any other party unless authorized by **AGENT**. Only authorized representatives of **AGENT** are permitted to move or reposition the RV, unless in the event of an emergency, in which **AGENT** must be notified immediately of such movement and circumstances requiring it. If feasible, **AGENT** will respond to move the RV for **RENTER**. For safety and security purposes, the RV may be equipped with a trailer hitch lock. **RENTER** is strictly prohibited from removing, tampering with, or attempting to bypass this lock under any circumstances. Any unauthorized movement, relocation, or removal of the trailer hitch lock will be considered a breach of this Agreement and may result in immediate termination of the rental, forfeiture of all fees and deposits, and **RENTER'S** full financial responsibility for any resulting damage, towing costs, or losses. Any breach of this Agreement will also result in cancellation of the rental and **AGENT** will pick up the RV immediately. No refund will be issued if this Agreement is breached and rental is terminated.

19. LIABILITY, INSURANCE, AND INDEMNIFICATION: **RENTER** assumes full responsibility for all damages, losses, or injuries arising from the use or operation of the RV, including recreational activities. This includes damage to the RV or its contents, appliances, equipment, or supplied items. **RENTER** is required to maintain insurance coverage for the entire rental period, either through **AGENT's** commercial insurance policy or third-party provider. Additional Supplemental Liability Insurance (SLI) may be purchased through **AGENT's** provider or platform if not a direct rental through the **AGENT**. All drivers must be at least twenty-five (25) years old and listed as authorized drivers. If an unauthorized driver causes damage or an accident, **RENTER** is fully responsible for all related costs, including repairs, deductibles, and other expenses. The security deposit (refer to Section 2) will be held to cover deductibles, damages, lost items, overages, or loss of income due to damage. **AGENT's** insurance deductible is **\$5,000.00** for motorhomes and **\$3,000.00** for travel trailers. If **RENTER** is responsible for damage resulting in an insurance claim, the \$1,000.00 security deposit may be applied toward the applicable deductible, and **RENTER** may be responsible for the remaining deductible amount, together with any other amounts recoverable under this Agreement. Costs exceeding the security deposit are the responsibility of **RENTER**. The applicable insurance deductible does not limit **RENTER'S** financial responsibility under this Agreement and shall **NOT** be interpreted as a cap on damages or other amounts recoverable by the **AGENT**. **RENTER** acknowledges and agrees that they remain the primary responsible party for all loss or damage occurring during the rental period, regardless of whether insurance coverage is available. **AGENT** may pursue recovery from **RENTER**, available insurance coverage, or both, at **AGENT's** sole discretion. Any remaining balance will be released within ten (10) business days after post-rental inspection. The vehicle **OWNER's** personal insurance does not apply during any period in which the vehicle is subject to an active rental contract. **RENTER** agrees to indemnify and hold harmless **AGENT** and the vehicle **OWNER** (if different from **AGENT**) from all claims, losses, damages, or injuries, including third-party claims, arising from the use of the RV. **AGENT** is not responsible for personal belongings left in the RV or for temporary interruptions in water, gas, electricity, or plumbing. To the extent permitted by law, **RENTER** shall remain financially responsible for the full replacement value of the RV to the extent such loss is not covered by applicable insurance or is otherwise recoverable from **RENTER** under this Agreement. **AGENT** is authorized to perform emergency or minor repairs to the RV, including towing, up to a cost of \$200.00 without prior **OWNER** approval. The **OWNER** will be notified of such repairs in a reasonable timeframe. Any repairs exceeding \$200.00 require **OWNER** authorization, which will be deemed granted if no response is received within twenty-four (24) hours. **RENTER** is responsible for reporting malfunctions, damage, or mechanical issues immediately. Except as necessary to prevent imminent injury or further damage to the RV, **RENTER** shall not authorize or perform repairs, replace parts, modify the RV, or permit any third party to perform repairs without **AGENT's** prior approval. Unauthorized repairs, modifications, or replacement parts may not be reimbursed and may become the financial responsibility of **RENTER**. In the event of an emergency where immediate repairs are reasonably necessary to prevent further damage or ensure occupant safety, **RENTER** shall make reasonable efforts to contact **AGENT** before authorizing repairs and shall retain all receipts, photographs, and documentation related to the repair. Failure to report issues promptly may result in charges or deductions from the security deposit. If RV damage results in cancelled or impacted future rentals, **RENTER** may be responsible for loss of use as further described in this Section. **AGENT** will make commercially reasonable efforts to mitigate any loss of rental income but shall not be required to do so if doing so would be impractical, unreasonable, or would negatively impact other reservations or business operations. In addition to repair costs, **RENTER** shall be responsible for loss of use, diminished value (determined by **AGENT**, its insurer, repair facility, appraisal service, or qualified valuation professional), and administrative expenses, which include, but are not limited to, claim processing, repair coordination, inspections, estimate preparation, communication with insurance carriers, documentation, and collection activities, resulting from damage to the RV. Loss of use shall be calculated based upon the RV's average daily rental rate in effect at the time of loss for each day the RV is unavailable due to inspection, transportation, estimating, parts delays, repair, claim processing, or any other repair-related activity. **RENTER** acknowledges that insurance coverage may not compensate **AGENT** or **OWNER** for diminished value, loss of use, or administrative expenses and agrees to remain personally responsible for such amounts. Any accident, theft, vandalism, bodily injury claim, property damage claim, or law enforcement contact involving the RV must be reported to **AGENT** immediately and to the appropriate law enforcement agency when applicable. Failure to promptly report such incidents or obtain a police report when reasonably available may result in **RENTER** being held responsible for all resulting damages, costs, denied insurance claims, and related expenses. **AGENT** reserves the right to recover, repossess, retrieve, or disable the RV without prior notice if **AGENT** reasonably believes the RV is being operated in violation of this Agreement, by an unauthorized driver, at an unauthorized event, in a prohibited location, or in a manner that endangers the RV, its occupants, or the public. **RENTER** shall be responsible for all costs associated with such recovery or repossession.

20. ADDITIONAL TERMS: **RENTER** releases **AGENT** from all claims, losses, or injuries and agrees to indemnify **AGENT** as outlined in Section 19. Violations may result in immediate termination of the rental, and **RENTER** shall be responsible for **AGENT'S** reasonable attorney fees, costs, and expenses to the extent permitted by applicable law. **NO WARRANTY OF FITNESS:** **AGENT** makes no express or implied warranty that the RV is fit for any particular purpose. All RV systems, appliances, equipment, and amenities are provided as-is. **MECHANICAL FAILURE AND TRIP INTERRUPTION:** Mechanical interruptions, appliance failures, campground utility outages, internet interruptions, television reception issues, equipment malfunctions, or other operational issues do not automatically entitle **RENTER** to refunds, credits, trip interruption compensation, or cancellation of payment obligations. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any court proceeding authorized under this Agreement shall be brought exclusively in McHenry County, Illinois. Any dispute arising out of or relating to this Agreement shall be resolved exclusively by binding arbitration in McHenry County, Illinois, under the Illinois Uniform Arbitration Act or other applicable Illinois law governing arbitration. Judgment upon the arbitration award may be entered in any court having jurisdiction. Nothing in this provision shall prevent **AGENT** from seeking injunctive relief, repossession of the RV, or filing an action in court solely for the collection of unpaid sums or enforcement of an arbitration award. **RENTER** acknowledges that **AGENT** has full authority to enforce the rules and fees outlined in this Agreement. **OWNER** has authorized **AGENT** to collect all applicable fees, fines, or charges from **RENTER**, including but not limited to cleaning, fuel, propane, mileage overages, late returns, and damage-related costs. **OWNER** agrees to this collection and enforcement authority, and all collected fees are applied toward **OWNER/AGENT** revenue distribution as described herein. In the event of any conflict between the terms relating to **RENTER** operational obligations, damage liability, security deposit deductions, insurance claims, or enforcement of **RENTER** responsibilities, the terms of the Rental Agreement shall control as to **RENTER** obligations. The terms of the **Consignment Agreement** (or Rental Agreement, as applicable) shall control as to the distribution of recovered funds between **AGENT** and **OWNER**. **AGENT** reserves the right to substitute the **RENTER'S** reserved RV with a comparable RV of equal or greater sleeping capacity and substantially similar amenities without prior consent when reasonably necessary due to scheduling conflicts, mechanical issues, safety concerns, or circumstances beyond **AGENT's** control. If a comparable replacement RV is unavailable, **AGENT** may cancel the reservation and refund any amounts paid by **RENTER**, less any non-refundable amounts permitted under this Agreement or applicable law. To the fullest extent permitted by law, such refund shall constitute **RENTER'S** sole remedy arising from **AGENT'S** inability to provide the reserved RV.

21. CHARGEBACKS AND COLLECTIONS: **RENTER** agrees not to initiate credit card chargebacks, payment disputes, or bank reversals for properly documented charges authorized under this Agreement. If **RENTER** initiates a chargeback or payment dispute and **AGENT** prevails, **RENTER** shall be responsible for all chargeback fees, collection costs, attorney fees, court costs, arbitration costs, expert witness fees, and related expenses incurred by **AGENT**. Any unpaid balance shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less. **RENTER** acknowledges that photographs, inspection reports, GPS data, toll records, invoices, repair estimates, repair invoices, and electronic communications may be used as evidence supporting disputed charges. **RENTER** agrees that electronic records maintained by **AGENT** in the ordinary course of business may be relied upon as evidence supporting charges assessed under this Agreement, subject to applicable law.

22. FEES AUTHORIZATION: By signing, **RENTER** authorizes **AGENT** to charge the credit card on file for any fees, damages, loss of use, diminished value, administrative expenses, chargeback fees, collections costs, or additional services incurred during the rental.

END

Printed Name:

Date:

Signature:

**Initials, printed name, date, and signature might be left blank if signed digitally via a third-party platform.*