

TERMS AND CONDITIONS

Effective Date: June 25, 2025 | Last Updated: June 25, 2025

HIVE PaddleSports, LLC

General Notice & Recognition of Risk

Through resources presented in the rental reservation process, in this document, and posted on our website we have attempted to provide relevant and helpful information about the HIVE kiosk, its location, our paddlecraft and other equipment, and paddling safety. **Real Safe=Real Fun!** However, given that paddling is done in nature, weather, water, and other conditions are unpredictable. So, it remains every Renter's responsibility to take all necessary precautions and act in ways that are responsible and safe. Do not get on the water if you are unprepared, feel it is unsafe, feel unwell, feel it is too cold or too hot, or are advised or directed to not. Follow all postings, laws, and regulations. Remember, all rental activities are at your own risk, and that risk extends to everyone in the rental party.

EXPRESSLY PROHIBITED ACTIVITIES

- **No alcohol, smoking, vaping, or illegal drug use.**
- **No paddling or equipment use during high wind advisories, thunderstorms, tornado warnings, or other severe weather events.**
- **No climbing, standing on, or horseplay on or near the HIVE kiosk.**
- **No entry or climbing into a HIVE kiosk, or its docking cells.**
- **No use of equipment beyond stated weight capacity and other parameters as set out by the respective manufacturers or HIVE PaddleSports, LLC.**
- **No paddling after sunset or before sunrise.**

Rules & Requirements

- 1) The Renter attests to being 18 years of age or older.
- 2) Paddling alone is strongly discouraged. Solo paddlers accept increased risk.
- 3) Adult supervision of minors is required. Children should never be left unattended.
- 4) The Renter acknowledges that paddling, kayaking, paddleboarding and other similar or related activities come with inherent risks of injury to persons and property.
- 5) The Renter attests to being physically fit and able to properly and safely utilize the paddlecraft and all accessories, flotation devices, and other equipment. This specifically includes the ability to safely carry and stow the paddlecraft.
- 6) The Renter attests to basic swimming competency.
- 7) The Renter attests to no known or expected medical conditions that would impair safety.
- 8) The Renter attests to being familiar with self- and buddy-rescue.
- 9) The Renter attests to having the appropriate level of skill for paddling or kayaking.
- 10) The Renter acknowledges that use of a personal flotation device (PFD) does not remove any or all risks of injury; nor does use of a PFD make paddling, kayaking, paddleboards, or other similar activities safe.
- 11) The Renter consents to receive emergency medical treatment that may be advisable in the event of injury, accident, and/or illness during participation.
- 12) The Renter is encouraged to learn about the performance attributes and features of the paddlecraft and equipment, and to practice re-boarding.
- 13) **THE RENTER MUST WEAR A LIFE JACKET.** A U.S. Coast Guard-approved wearable Type III PFD for each person is required by Tenn. Code Ann. § 69-9-225; Renters aged 12 and younger must wear it at all times while on the water.
- 14) Renter affirms that each participant is equipped with a properly sized and fitted PFD at all times while on the water.

- 15) The Renter alone has determined the sufficiency of any safety gear or other precautions made. Neither HIVE PaddleSports, LLC, nor any party related thereto, including owners, employees, consultants, agents, or representatives, have made any representations regarding the safety, or the risks of the activity.
- 16) The Renter must properly utilize the equipment, abide by weight limitations, and follow all other constraints, instructions, and guidance.
- 17) The Renter must abide by all applicable state, federal, and local laws, regulations, ordinances, and lawful directives from emergency or law enforcement personnel and is solely responsible for any citation or violation occurring during the use of, or as the result of using, paddlecraft and equipment rented.
- 18) When and where required, the Renter must hold applicable certifications and licenses (e.g., wet card, fishing license, etc.)
- 19) The Renter must abide by laws, regulations, and considerations related to boat traffic and, as far as possible, choose routes that leave room for others on the water.
- 20) Rental is only permitted at water temperatures above 15°C (59°F). The rental season and hours of rental availability are scheduled based on historical trends, publicly available data, and general expectations. We make no representations regarding water temperatures or weather conditions.
- 21) The Renter, or legal adult in a rental party, must make payment for the rental(s) via a valid credit or debit card. Use of fraudulent or unauthorized payment methods will result in cancellation of the rental and may be reported to law enforcement.
- 22) Each adult Renter must execute a separate waiver for him/herself; parents and guardians authorize and execute this document on behalf of any minors in their party and acknowledge and accept all risks and responsibilities for any minors in their rental party. Any party executing this agreement on behalf of another person, including minor persons, agrees to defend and indemnify Hive Paddlesports, LLC from any and all claims or liabilities asserted against Hive Paddlesports, LLC made on behalf of the other person, including minor persons.
- 23) The Renter is financially responsible for lost or damaged equipment utilized by anyone in their party (see Lost, Damaged, or Stolen Equipment Policy).
- 24) All equipment must be inspected by the Renter and any observed damage must be reported to 1 (888) 589-9435 before any use.
- 25) All equipment may only be used for its designated and designed purposes and may only be used on the local water body, where rented, and may not be taken off site for any reason. Usage outside the permitted area or after the rental period is without consent.
- 26) All equipment may only be used by the Renter and those identified in the Renter's party.
- 27) Equipment must be returned to the place where it was picked up, and organized and stowed correctly, in the same condition as received, less normal wear and tear.
- 28) Equipment must be returned clean. A cleaning fee will be charged if cleaning is required. The current cleaning fee is \$50.
- 29) Each rental is for a defined period. All equipment must be returned to its HIVE docking cell prior to the expiration of that period. Usage beyond that period will incur a penalty (see Overtime Use & Charges Policy).
- 30) Renter is solely responsible for his/her personal belongings. Do not store valuables in the HIVE docking cell.
- 31) HIVE PaddleSports, LLC has the right to terminate a rental if payment is not made, the equipment is abused or neglected, or if the Renter is in breach of any provision of any terms of rental.
- 32) Renter is responsible for ensuring that all renters/users/participants/members of the rental party, have taken part in and understand all terms and conditions, policies, rules and regulations, laws, etc.
- 33) Any party executing this agreement on behalf of another person, including minor persons, acknowledges, represents, and agrees that they have the authority to bind the third person, including minor persons, to all terms and conditions outlined in this agreement.

Assumption of Risks

Renter acknowledges and accepts risks are inherent in paddling activities, including but not limited to:

- Capsizing, collision, drowning, hypothermia, sun exposure, sun burns, encounters with wildlife, and equipment failure.
- Environmental risks such as unexpected weather, storms, strong currents, high winds, cold or hot weather injuries.
- Limited availability of medical assistance in remote locations.
- Financial liabilities for any medical treatment administered, emergency transportation, hospital care, or outpatient services.

RELEASE OF ALL CLAIMS

In consideration of being allowed to rent and participate, in any way, in activities with, or involving HIVE PaddleSports, LLC, its partners, assigns, associates, affiliates, representatives, consultants, and/or their agents, officials, named agents, and employees (the "Releasees"), Renter attests or agrees as follows:

1. I am physically fit, free from medical conditions preventing participation, and am not, and will not be, under the influence of drugs or alcohol. I am capable of safely and properly using, carrying, cleaning, and stowing the rental paddlecraft and equipment.
2. I waive all claims against the Releasees arising from any cause including negligence, breach of contract, or breach of any statutory duty.
3. I release the Releasees from all liability for injury, death, property loss, or other damages for myself and all persons in my rental party.
4. I release the Releasees from any liability related to decisions made to secure or provide medical treatment, including any acts of negligence related to such decisions or actions.
5. I indemnify and hold harmless the Releasees from claims arising from my own negligence or actions during participation for myself and all persons in my rental party.
6. I certify that I am voluntarily engaging in a recreational activity, and hold harmless the Releasees, and indemnify them from any actions, suits, damages, claims, or judgements.
7. I acknowledge this agreement is binding upon my heirs, assigns, next of kin, and representatives.
8. I acknowledge that this agreement is governed by the laws of the State of Tennessee.
9. I agree to defend and indemnify the Releasees for any and all claims brought by the minor(s) (child/children/member(s) of the rental party); and I agree to defend and indemnify the Releasee for any and all claims brought by any third party arising in connection with the minor(s) or any other person in the my rental party.

ALL RENTAL ACTIVITIES ARE AT YOUR OWN RISK

Media Release Authorization

I hereby grant HIVE PaddleSports, LLC, and its authorized representatives, employees, agents, successors, and assigns, the irrevocable right and permission to capture, record, use, reproduce, publish, and distribute photographs, video, audio recordings, and/or other likenesses of me taken during my participation in activities or while using HIVE PaddleSports, LLC's equipment or facilities, for any lawful purpose, including but not limited to: marketing and promotional materials, social media content, website and online publications, print advertisements, and news coverage and press releases. This release is given in perpetuity and without geographic limitation on behalf of myself and everyone in my rental party.

I understand that:

- These materials may be used without compensation or notification.
- All rights, title, and interest in and to the media content and related materials belong solely to HIVE PaddleSports, LLC.
- I waive any right to inspect or approve the final product wherein my likeness appears.
- I release HIVE PaddleSports, LLC from any claims, including but not limited to invasion of privacy, defamation, or misrepresentation, arising out of or in connection with the use of such media.

Forum Selection

The parties to this agreement agree that exclusive jurisdiction and venue for any litigation, action or proceeding arising from or relating to this Agreement shall lie in the courts for Knox County, Tennessee, or if federal diversity jurisdiction exists, in the United States District Court for the Eastern District of Tennessee and each party to this Agreement hereto expressly waive the right to contest such venue for any reason whatsoever.

Severability

If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Modification

HIVE PaddleSports, LLC reserves the right to modify these Terms and Conditions at any time. Any such modifications will be effective upon posting to the website or kiosk.

No Waiver

Failure to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.

Defend/Indemnify

Renter agrees to defend and indemnify Hive Paddlesports, LLC, from any and all claims asserted against Hive Paddlesports, LLC by any member of Renter's party, and applies to all claims from third parties related to Renter's actions or omissions, whether negligent or willful.

Gross Negligence

Nothing in this agreement waives liability for gross negligence, willful misconduct, or violations of laws.

Limitation of Liability

In order for Renter to obtain the lowest fee possible from Hive Paddlesports, LLC, Renter agrees to limit the liability of Hive Paddlesports, LLC's liability arising from any error of omissions such that the total liability of Hive Paddlesports, LLC shall not exceed the total amount of fees or charges paid by Renter to Hive Paddlesports, LLC. This limitation of liability applies to any and all legal, statutory, or equitable claims that could be brought by Renter or anyone in Renter's party against Hive Paddlesports, LLC whether brought in tort, contract, malpractice, fiduciary duty, statutory or under any other legal theory. Neither party is liable for loss of profit, consequential, punitive, or similar damages to the other party of this contract. Multiple claims made by multiple members of Renter's party arising out of the same services shall be considered as a single loss for limitation purposes outlined in this paragraph. This agreement shall include and cover Hive Paddlesports, LLC, its officers, agents and directors, and all employees whether they are actual signatories to this agreement or not.

Authorization

By executing these Terms and Conditions (this Agreement), Renter represents that he/she is 18 years of age, or older, and is authorized to execute this Agreement on behalf of every member of the rental party.

Acknowledgment

By digital confirmation, I acknowledge I have read, understand, and freely agree to the terms and conditions, the rules and regulations, explicitly prohibited activities, policies, and other related information. I acknowledge that I am waiving significant legal rights. I also acknowledge that I am assuming all legal and financial responsibility for minors or others in the rental party, if any. By digital confirmation, I affirm I have the authority to bind all individuals named herein to these terms.

We take safety seriously. Before you hit the water, create a float plan and let someone staying behind know your itinerary. In case of emergency, call 911.

ALL RENTAL ACTIVITIES ARE AT YOUR OWN RISK

LOST, DAMAGED, OR STOLEN EQUIPMENT POLICY

Effective: June 25, 2025 | Last Updated: June 25, 2025

HIVE PaddleSports, LLC

HIVE PaddleSports, LLC is committed to providing a safe, fun, and convenient self-service paddlecraft rental experience. To ensure equipment availability for all users and support efficient operations, the following policy governs lost, damaged, or stolen equipment – including paddlecraft (kayaks or stand-up paddleboards), paddles, personal flotation devices (PFDs), and related accessories. Please review this policy carefully before making a reservation. For more information, visit our website or contact customer service. By booking a rental, you agree to the terms outlined.

Renters bear all responsibility for any and all damage to, loss of, or theft of the paddlecraft and associated equipment, including paddles, personal flotation devices (PFDs), and accessories.

If rented equipment is not returned, is stolen, or is damaged beyond ordinary wear and tear, the renter may be charged the full current replacement cost, which may include, but is not limited to ordering, preparation, shipping/delivery, time out of service (loss of rental availability), and set-up or installation costs. HIVE PaddleSports, LLC reserves the sole and final right to determine the condition of returned equipment and the cost of repair or replacement. Theft of equipment will be reported to authorities and prosecuted to the full extent of the law.

By renting, you accept liability for any loss or damage to the equipment and authorize HIVE PaddleSports, LLC to charge the payment method on file accordingly. If the credit card on file cannot be charged, HIVE PaddleSports, LLC may issue an invoice via email and/or physical mail. Invoices must be paid in full within 14 days of issuance.

In some HIVE locations, renters may purchase an optional Damage Waiver Add-on for an additional charge (see website for availability and terms). The Damage Waiver Add-on reduces renter liability for certain types of accidental damage but does not cover theft, negligence, or misuse. It is not an insurance policy.

All damage, breakdowns, malfunctions, or losses—regardless of cause—must be reported immediately to info@hivepaddlesports.com or by calling 1 (888) 589-9435.

HIVE PaddleSports, LLC reserves the right to pursue additional remedies, including late fees or referral to collections, in the event of non-payment.

OVERTIME USE & CHARGES POLICY

Effective: June 25, 2025 | Last Updated: June 25, 2025

HIVE PaddleSports, LLC

HIVE PaddleSports, LLC is committed to providing a safe, fun, and convenient self-service paddlecraft rental experience. To ensure equipment availability for all users and support efficient operations, the following policy governs the use of equipment beyond the scheduled rental period. Please review this policy carefully before making a reservation. For more information, visit our website or contact customer service. By booking a rental, you agree to the terms outlined.

All rented equipment—including paddlecraft (kayaks or stand-up paddleboards), paddles, personal flotation devices (PFDs), and related accessories—must be returned in clean and orderly condition to the originally designated HIVE docking cell prior to the expiration of the rental period.

Renters must:

- Properly secure all equipment in its assigned storage location.
- Ensure the Smart Padlock is locked.
- Allow sufficient time for return to avoid penalties – another renter may be scheduled immediately after your rental. Timely return is essential.

Visit hivepaddlesports.com for short videos on how to rent and return equipment quickly and properly.

If the equipment is not returned before the scheduled rental end time, the following charges will apply:

- Overtime Penalty: \$50 flat late fee.
- Automatic Renewal: One additional hour charged at the current standard 1-hour rental rate, regardless of actual overtime duration within that hour.

These charges will be automatically billed to the credit card on file. Example: If a \$20/hour paddlecraft rental is returned 15 minutes late, the total additional charge is \$50 (penalty) + \$20 (1-hour renewal) = \$70.

HIVE PaddleSports, LLC reserves the right to pursue additional remedies, including late fees or referral to collections, in the event of non-payment.

If you anticipate being late:

- Contact us as soon as possible at 1 (888) 589-9435 or email info@hivepaddlesports.com.
- We will assist you in extending your reservation if availability allows.
- Extended use fees will apply and must be prepaid or authorized at the time of request.
- Failure to notify HIVE PaddleSports may result in penalties as described above.

Thank you for respecting other paddlers and helping us keep the system sailing smoothly for everyone!

REFUND POLICY

Effective Date: June 12, 2025 | Last Updated: June 16, 2025

HIVE PaddleSports, LLC

We aim to deliver a seamless and enjoyable self-service paddlecraft rental experience. Please review this policy carefully before making a reservation. For more information, visit our website or contact customer service. By booking a rental, you agree to the terms outlined.

Rescheduling Requests

Reservations may be rescheduled once, at no charge, if requested at least 72 hours before the rental period. Rescheduling is not guaranteed and is subject to availability. Contact us at info@hivepaddlesports.com or 1 (888) 589-9435 for assistance.

Refund Requests & Processing

Full refunds are available for reservations canceled more than 72 hours before the scheduled start time. A cancellation request must be received by HIVE PaddleSports, LLC at least 72 hours before the scheduled start time. Refund requests must be submitted by email to info@hivepaddlesports.com or via the online [form](#) at www.hivepaddlesports.com. A single request by either means is all that is required.

For a request by email, please include your full name, booking confirmation number, HIVE location, date/time of reservation, and reason for the request. Refunds will be reviewed and if deemed to meet requisite terms and conditions, will be processed within 7 business days. For online refund requests, please complete the form as instructed.

Refunds are processed through Stripe, our secure payment processor, and may take up to 14 business days to appear on your account depending on your bank. Refunds will be net of all applicable processing fees. We do not guarantee the timing of the refund processing.

Refunds made will be credited back to the original payment method only.

This policy shall be governed by the laws of the State of Tennessee.

Non-Refundable Situations

- Cancellation requests submitted within 72 hours of the reservation time.
- No-shows, missed reservations, or late arrivals.
- Failure to follow safety or operational instructions resulting in inability to use equipment.
- Unsafe or undesirable weather conditions.
- Conditions clearly described as non-refundable in rental instructions, terms and conditions, or this policy.

Weather-Related Cancellations

Given the variability and uncontrollable nature of weather that could impact outdoor activities, no refunds can be made for weather issues. If weather conditions are dangerous, or suspect, do not rent and do not paddle. Some locations may offer "Washout" discounts at local retailers (see website for details).

If you are caught out on the water, and not able to safely return to the HIVE kiosk, seek shelter and secure the paddlecraft and equipment. Should you need emergency services, dial 911. When it is safe to do so, contact us at 1 (888) 589-9435 for additional information and/or instructions.

Equipment Issues

If equipment is unavailable, non-functional, excessively dirty, or unsafe and prevents conventional use, a full refund, rescheduling, or alternative paddlecraft will be provided. Please alert us of these conditions before any use at 1 (888) 589-9435.

Some dirt, debris, odors, and/or wetness is common and does not rise to the level of an equipment issue. Equipment returned in a condition deemed excessively dirty may incur a cleaning fee of \$50, charged to the card on file.

Discretionary Adjustments

HIVE PaddleSports, LLC reserves the right to issue partial or full refunds in special or unforeseen circumstances, such as public emergencies, park, preserve, or other property closures, documented mechanical issues verified by HIVE Paddlesports, LLC staff, etc.

If you believe your situation warrants a discretionary adjustment, please email info@hivepaddlesports.com with a detailed explanation and supporting documentation.

We appreciate your understanding and cooperation as we work to ensure safe and enjoyable paddlecraft experiences. Please contact us with any questions or concerns.

PRIVACY POLICY

Effective: June 25, 2025; Last Updated: June 25, 2025

HIVE PaddleSports, LLC

HIVE PaddleSports, LLC Privacy Policy

This Privacy Policy governs HIVE PaddleSports, LLC, concerning the information it collects. It applies to all visitors and users of the HIVE PaddleSports, LLC website (hivepaddlesports.com), application ("App"), and reservation system, including residents of the United States and, where applicable, residents of California, and the European Union.

About Our Privacy Policy

HIVE PaddleSports, LLC respects your privacy. We will only collect, store, and use the personal information we collect on our website, app, or reservation system for those defined in this Policy. We use your information to support and enhance our relationship and communication with you. Except as stated in this Policy, we will not sell, rent, or lease your personal information. At any time, you may contact HIVE PaddleSports, LLC with any questions or concerns that you have about this Policy.

When Personal Information Is Collected on Our Website

We may collect your volunteered personal information on registration, reservation, order, survey, blog submissions or posts, sweepstakes entry, competition entry, or other forms, or by email. We may collect personal information from your browser via Cookies when you visit our website and your browser interacts with our website. We may collect personal information when you make a purchase on our website or via our payment processor.

Payment Processing

We use third-party payment processors (such as Stripe or Square) to manage online transactions. We do not store or retain your full payment information. The third-party payment processors have their own privacy policies, which you should review.

Use of Information Collected on Our Website

The information we collect is used to develop better products and services, optimize your experience on our website/app/blog/reservation system, and improve our communication with you so that we may provide an exceptional rental experience. We retain personal data for as long as necessary to fulfill the purposes for which it was collected, including legal or contractual obligations, after which it is securely deleted.

We will always notify you on the website/app/blog/reservation system page where you give us information and, in the policy governing any contest, sweepstakes, or special event or opportunity if we intend to use your information differently than we have described in this privacy policy, as in the case of contests or sweepstakes. Our use of the information collected there may vary from this Policy or from the policies that have governed previous contests, sweepstakes, or other special events, occasions, or opportunities.

We also use the information we collect online to support our offline marketing activities, such as direct mail.

Information We Share with Others

Except as stated in this Policy, we will not sell, lease, or rent your personal information to any third party. We never give third parties your email address or telephone number, including our partner companies.

We sometimes employ other companies and individuals to perform functions on our behalf. For example, hosting our website, app, and database, providing marketing assistance, providing search results and links, analyzing data, etc. These third parties have access to the personal information needed to perform these functions. Still, they may not use it for other purposes, and they are required to maintain the confidentiality of your data.

Use of Information Collected After-Sale or Merger

If HIVE PaddleSports, LLC is sold, or its assets are acquired, customer information could be transferred.

Disclosure

In certain exceptional cases, we may disclose your personally identifiable information when we have reason to believe that disclosing this information is necessary to identify, contact, or bring legal action against someone who may be causing injury to you or otherwise injuring or interfering with HIVE PaddleSports, LLC's rights, property or operations, other HIVE PaddleSports, LLC site users, or anyone else who such activities could harm.

We may also disclose your personally identifiable information when we believe the law requires it or in response to any demand by law enforcement authorities in connection with a criminal investigation, a pending civil case, administrative investigation, or investigation conducted by HIVE PaddleSports, LLC. We shall have no obligation to inform you of our compliance with the law, including without limitation a response to a law enforcement request or a valid subpoena.

Links

Our website/app/blog/reservation systems may also contain links to other sites. Please be aware that we are not responsible for different websites' privacy practices or content. We encourage you to note when you leave our site and to read the privacy policies listed on these (and all) third-party sites. This privacy policy applies solely to information collected on HIVE PaddleSports, LLC's website. If you choose to provide information on a third-party site, that information will be subject to that party's privacy policy.

Cookies

We may use cookies from time to time to help you, for example, to navigate efficiently between secure and non-secure pages of our site, to participate in sweepstakes or periodic drawings, to establish and manage recurring rentals, or to help us identify special interests that you may have and that enhance your experience on our website/app/blog/reservation system. "Cookies" are pieces of information that are stored by your browser on your computer's hard drive.

Most web browsers automatically accept cookies, but you can usually change your browser to prevent that. Even without a cookie, you can still use all the features of our site/app/blog/reservation system, including making reservations and purchasing other products and services online. We may track the website you come from or go to. We may track your browser to send you pages appropriate for your browser. We may also collect your Internet Protocol (IP) address, browser type, domain names, access times, and referring website addresses. We may use this information for the operation of online services, to maintain the quality of online services, and provide general statistics regarding the use of this website.

The Help portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether.

By using our website, you consent to our use of cookies. We categorize cookies as necessary, performance, analytics, and advertising. Currently, we do not respond to "Do Not Track" signals from web browsers. For users in the European Union, a cookie consent banner will appear upon visiting our website.

Tracking / Analytics Tools

We may use third-party analytics services such as Google Analytics to track and report website traffic. These tools may use cookies and other technologies to collect and analyze user behavior on our website. These third parties have access only to the data necessary to perform their functions.

Security

HIVE PaddleSports, LLC operates secure data networks protected by firewall and password protection. We use Secure Socket Layer (SSL) encryption and regularly update our systems to protect personal data from unauthorized access. HIVE PaddleSports, LLC has security measures in place to attempt to protect against the loss, misuse, and alteration of your user data under our control. While we cannot guarantee that data loss, misuse, or alteration will not occur, we make reasonable effort to prevent such unfortunate occurrences.

If your credit card, username, or password is lost, stolen, or used without permission, you must promptly notify us. In such an event, we will remove that credit card number from our system, cancel a pass or recurring subscription, username, or password, and update our records accordingly.

In the event of a data breach involving your personal information, we will notify you and any applicable authorities in accordance with applicable data protection laws.

Review or Change your Information or Preferences

You may ask us whether we are keeping personal information about you by sending an email with your complete name and address to: info@hivepaddlesports.com or by sending postal mail to this address: Attn: HIVE PaddleSports, LLC, 123 S. Richmond Street, Fleetwood, Pennsylvania 19522. We will provide you with a readable copy of the personal information that we keep about you within thirty days of your request, without charge. You may correct, amend, or delete any of your information or change your preferences. Depending on your location, you may have rights to access, correct, delete, or restrict the processing of your personal information.

Opt-Out:

If you are receiving promotional or marketing information from HIVE PaddleSports, LLC and no longer wish to receive such information, you may choose to opt-out or unsubscribe by clicking the "Unsubscribe" link or sending an email to info@hivepaddlesports.com. Each time we contact you via email using your personal information, we will offer you an opportunity to opt-out or unsubscribe, either entirely or for specific purposes. Please note that our online subscription database is for email marketing programs only. To opt-out from all communications, including direct mail, please change your preferences by sending an email to info@hivepaddlesports.com or by sending postal mail to: Attn: HIVE PaddleSports, LLC, 123 S. Richmond Street, Fleetwood, Pennsylvania 19522.

Children's Privacy (Ages 12 & Under)

We comply with the Children's Online Privacy Protection Act. Accordingly, we do not knowingly collect email subscription information from children under the age of 13. If we learn that we have email subscription information on a child under the age of 13, we will delete that information from our systems as soon as we discover that it has been submitted, and we will not disclose it to third parties.

Privacy Support

If you would like more information regarding our use of your personal information, or you have any questions regarding our Privacy Policy, do not hesitate to contact us at:

**HIVE PaddleSports, LLC
123 S. Richmond Street
Fleetwood, Pennsylvania 19522**

Email: info@hivepaddlesports.com

Phone: 1 (888) 589-9435

Attention

If you feel that we have not posted an acceptable privacy policy or are not following the privacy policy posted, please send us an email at info@hivepaddlesports.com. If appropriate, we may forward complaints to the appropriate third parties and help you follow up to ensure that your concerns are adequately handled. Should those third-party companies not have a privacy policy that is acceptable to you, you should refrain from providing information until your concerns have been addressed.

HIVE PaddleSports, LLC reserves the right to change this Privacy Policy at any time. If we make material changes, we will provide prominent notice on our website or notify you via email, where feasible. However, it is your responsibility to check our website for any such updates as they will bind you should you choose to visit our site.

Special Cases (California & European Union Residents)

If you are a resident of California or the European Union, you may have certain rights under applicable data privacy laws. These may include:

- The right to know what personal data we collect and how we use it
- The right to access your personal data
- The right to correct inaccurate personal data
- The right to request deletion of your data ("right to be forgotten")
- The right to restrict or object to processing
- The right to data portability
- The right not to be subject to automated decision-making
- The right to opt out of the sale or sharing of personal data (California residents)

To exercise any of these rights, please contact us at info@hivepaddlesports.com. We may need to verify your identity before fulfilling your request.

California residents may designate an authorized agent to submit requests on their behalf. To do so, the agent must provide proof of authorization.

California Civil Code Section 1798.83 permits California residents to request information about the disclosure of their personal information to third parties for direct marketing purposes. To make such a request, please contact us at info@hivepaddlesports.com.

If you are in the European Union, your personal information may be transferred to and processed in the United States or other countries outside of the EU. We will ensure appropriate safeguards are in place in accordance with applicable data protection laws, such as Standard Contractual Clauses approved by the European Commission.

Accessibility (ADA Compliance)

If you require this policy in an alternative format due to a disability, please contact us at info@hivepaddlesports.com and we will provide a suitable version.

Definitions

- **Personal Information** means any data that can be used to identify you, such as your name, email address, IP address, or payment information.

- **Cookies** are small text files stored on your browser that help websites remember your preferences.
- **Authorized Agent** means someone you appoint to make privacy-related requests on your behalf.