

VYO LIABILITY WAIVER, RELEASE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Effective Date: Upon electronic acceptance by the user through the Vyo mobile app; Last Updated: May 1, 2026

Company: Vyo Corp

IMPORTANT LEGAL NOTICE - READ BEFORE ACCEPTING OR USING A VYO VEHICLE

THIS WAIVER RELEASES CLAIMS AGAINST VYO AND THE RELEASED PARTIES, INCLUDING CLAIMS BASED ON VYO'S OWN ORDINARY NEGLIGENCE, TO THE FULLEST EXTENT PERMITTED BY LAW.

BY ACCEPTING THIS WAIVER, CREATING OR USING A VYO ACCOUNT, PRESSING "AGREE & BEGIN RENTAL," UNLOCKING, ACCESSING, ENTERING, RIDING IN, OPERATING, OR USING ANY VYO VEHICLE, YOU ASSUME RISKS, RELEASE CLAIMS, AGREE TO INDEMNIFY THE RELEASED PARTIES, ACCEPT PASSENGER-NOTICE RESPONSIBILITY, CONSENT TO CAMERA / BIOMETRIC / TELEMETRY / DATA PRACTICES, AND AGREE TO MANDATORY INDIVIDUAL ARBITRATION, CLASS-ACTION WAIVER, AND JURY-TRIAL WAIVER.

IF YOU DO NOT UNDERSTAND OR DO NOT AGREE, DO NOT CREATE OR USE A VYO ACCOUNT, DO NOT PRESS AGREE & BEGIN RENTAL, DO NOT ENTER OR RIDE IN A VYO VEHICLE, AND DO NOT USE VYO SERVICES.

1. Parties; Binding Agreement

This Liability Waiver, Release, Assumption of Risk, and Indemnity Agreement (this "Waiver") is a legally binding contract between Vyo Corp ("Vyo," "we," "us," or "our"), and the individual who creates or uses a Vyo account, accepts this Waiver, presses "AGREE & BEGIN RENTAL," unlocks, accesses, enters, rides in, operates, or uses a Vyo vehicle or related service ("you," "your," "Renter," "Authorized Driver," or "User").

This Waiver applies to every Vyo account, rental, trip, vehicle access event, vehicle entry, ride, passenger event, support event, incident, claim, dispute, recording event, biometric verification event, and use of any Vyo mobile application, Vyo Go in-vehicle application, vehicle, charger, camera, telemetry system, route tool, identity system, payment system, property deployment, or related service.

This Waiver is separate from, and incorporated into, the Vyo Rental Agreement, the Vyo Terms of Service, the Privacy Policy, the trip-specific rental record, any state-specific addendum, any camera/video/audio/biometric notice, any payment authorization, the Fee Schedule in Exhibit A of the Vyo Rental Agreement, the Camera, Facial Recognition, Telemetry, and Recording Acknowledgment in Exhibit C of the Vyo Rental Agreement, and all in-app safety slides, warnings, checkboxes, and confirmations shown before or during a rental. If a conflict exists, the provision that gives Vyo and the Released Parties the broadest enforceable protection controls, as determined by Vyo in the first instance subject to arbitration and non-waivable law, except where non-waivable law requires otherwise.

2. Voluntary Use; Consideration; No Right to Use Vyo

Use of Vyo is voluntary. You are not required to use a Vyo Vehicle, Vyo account, Vyo app, Vyo route tool, Vyo camera/biometric system, or Vyo service. Other transportation choices may exist. Your access to a Vyo Vehicle is a limited, revocable commercial rental privilege, not a right, property interest, tenancy, amenity entitlement, public utility service, common carrier relationship, transportation network service, shuttle service, taxi service, chauffeur service, rideshare service, or vehicle-for-hire service.

The consideration for this Waiver includes Vyo allowing you to create or maintain an account, request or begin a rental, access a shared commercial LSV, use Vyo software, receive property-sponsored or discounted access where applicable, and/or otherwise receive benefits from Vyo services. This Waiver applies even if your standard rental charge is \$0 because a Property Partner, sponsor, host, advertiser, or other third party pays Vyo or subsidizes access.

3. Definitions

"Vehicle" means any Vyo low-speed vehicle, golf cart-style LSV, street-legal electric LSV, battery system, lithium battery pack, charging equipment, charger, charging cable, internal compartment, electrical subsystem, wiring, fuse panel, DC-DC converter, onboard hardware, camera, microphone or audio-capable device where enabled and lawful, telemetry device, GPS device, biometric system, facial-verification system, display, advertising display, QR code, BLE device, app-controlled lock, key, remote-control system, Vyo Go in-vehicle system, data card, removable media, accessory, and any related OEM, aftermarket, custom-installed, or Vyo-installed equipment.

"Released Parties" means Vyo; Vyo parents, subsidiaries, affiliates, owners, officers, directors, managers, members, shareholders, employees, contractors, agents, representatives, administrators, successors, assigns, insurers, reinsurers, claims

administrators, attorneys, vendors, licensors, technology providers, identity-verification providers, payment processors, biometric providers, camera providers, mapping providers, routing providers, cloud providers, data-storage providers, vehicle manufacturers, dealers, maintenance providers, recovery providers, towing providers, advertising partners, Property Partners, property owners, landlords, HOAs, condominium associations, apartment communities, hotels, resorts, clubs, ground lessors, property managers, security providers, parking operators, sponsors, hosts, site owners, designated Vyo Fleet Captains, independent contractor fleet captains, on-site vehicle attendants, on-site logistics contractors, property staff acting in a Vyo-related logistical, maintenance, charging, inspection, parking, access-control, support, or vehicle-management capacity, any person or entity assisting with Vyo deployment, charging, inspection, relocation, retrieval, cleaning, repair coordination, support, or vehicle availability while operating within a Vyo-related or property-support capacity connected to the Vehicle, rental, deployment, charging, support, or property access, and all other persons or entities involved with providing, hosting, supporting, insuring, monitoring, storing, maintaining, displaying, recovering, charging, verifying, or making available any Vyo Vehicle or service.

"Claims" means every past, present, future, known, unknown, suspected, unsuspected, fixed, contingent, direct, indirect, derivative, representative, statutory, contractual, tort, equitable, administrative, regulatory, insurance, subrogation, contribution, indemnity, wrongful-death, survival, bodily-injury, property-damage, privacy, biometric, publicity, recording, data, consumer-protection, negligence, gross-negligence where waivable, warranty, strict-liability, product-liability, failure-to-warn, negligent-entrustment, negligent-maintenance, negligent-security, premises-liability, emotional-distress, economic-loss, consequential-loss, punitive-damages, attorney-fee, cost, penalty, fine, chargeback, collection, and other claim, demand, lawsuit, arbitration, cause of action, liability, damage, loss, expense, or proceeding of any kind, whether arising before, during, or after a rental.

4. Eligibility and Authority Representations

Each time you accept this Waiver, create or use a Vyo account, press "AGREE & BEGIN RENTAL," unlock a Vehicle, enter a Vehicle, ride in a Vehicle, or operate a Vehicle, you represent, warrant, certify, and covenant that:

- you are at least 21 years old or older if required by Vyo, applicable law, or property rules;
- you possess, carry, and maintain a current, valid U.S. driver license that permits you to operate the Vehicle in the jurisdiction where the rental occurs;
- you are the verified Vyo account holder and Authorized Driver for the specific rental, and no other person will operate the Vehicle;
- you are not under the influence of alcohol, drugs, medication, fatigue, illness, distraction, or any condition that may impair safe vehicle operation;
- you are physically, mentally, visually, and legally capable of safely operating a motor vehicle and LSV;
- you are a resident, tenant, authorized occupant, registered guest, invitee, or otherwise authorized user of the applicable Property Partner location, as determined by Vyo and/or the Property Partner;
- all account, driver-license, identity, payment, contact, address, passenger, incident, and claim information you provide is true, complete, and current;
- you have authority to bind yourself, your estate, your heirs, your personal representatives, and your successors to this Waiver;
- you will not allow any passenger to ride unless you have first notified that passenger of the passenger responsibilities, safety rules, and camera/video/audio-capable recording disclosures in this Waiver, the Rental Agreement, and Exhibit B of this Waiver; by pressing "AGREE & BEGIN RENTAL," you certify that you have provided or will provide this notice before any passenger enters or remains in the Vehicle, even if Vyo does not separately ask whether passengers are present;
- children under 12 are prohibited; passengers under 16 may ride only if their parent or legal guardian is also riding in the Vehicle or if you are that passenger's parent or legal guardian; if any passenger is 16 or 17 years old and is not your minor child or legal ward, you represent that you have express verbal or written permission from that passenger's parent or legal guardian to transport them in the Vehicle, and you accept all responsibility for that passenger's safety, conduct, supervision, consent status, and any claims arising from their presence in or around the Vehicle.

If any representation is false, incomplete, expired, or becomes untrue, you are not authorized to use Vyo and must not access, enter, ride in, or operate any Vehicle. Any unauthorized use is at your sole risk and expense and does not limit this Waiver.

5. LSV Operating Limits; Road and Law Compliance

Vyo Vehicles are low-speed vehicles, not full-speed passenger cars and not ordinary non-street-legal golf carts. Vyo deploys Vehicles for street operation only as low-speed vehicles under applicable state law where such registration/classification is required. They may be operated only where permitted by federal, state, county, municipal, roadway, property, HOA, and local law. You are solely responsible for knowing and obeying all laws, signs, signals, police instructions, closures, roadway markings, property rules, parking rules, and local restrictions that apply to the Vehicle and your route.

For Florida rentals, and in any other jurisdiction with similar rules, you must operate only where LSV operation is lawful, including streets posted 35 MPH or less where LSVs are permitted by the applicable jurisdiction. The Vehicle legal maximum speed is 25 MPH. You may cross roads posted above 35 MPH only at designated intersections where crossing is permitted by law and traffic conditions allow safe crossing. You may not travel along or turn onto roads posted above 35 MPH, and you may

not operate on roads, bridges, tunnels, highways, freeways, expressways, lanes, sidewalks, beaches, trails, paths, private areas, restricted areas, or other locations where LSV operation is unlawful, unsafe, prohibited, or not clearly permitted.

No Vyo map, route line, destination suggestion, green battery/range circle, red-road overlay, geofence, warning, app prompt, Vyo Go instruction, or lack of warning is a legal determination that a road is lawful, safe, available, or permitted. You alone remain responsible for route legality and safe operation.

6. Specific Prohibited Conduct

You must not, and you must not allow any passenger or third party to:

- allow driver swapping, account sharing, remote activation, borrowed-device use, PIN sharing, biometric bypass, QR spoofing, location spoofing, or operation by anyone other than the Authorized Driver;
- carry more occupants than manufacturer-installed seats and seat belts allow. The current Vehicle maximum is four occupants total, including the driver;
- carry children under 12 years old, passengers under 16 without a parent/legal guardian present or without you being that passenger's parent/legal guardian, 16- or 17-year-old passengers without parent/legal guardian permission, or pets/animals, except where Vyo is legally required to accommodate a service animal;
- transport strangers, solicit passengers, charge fares, accept tips, operate as a shuttle, operate as rideshare, use the Vehicle for paid transportation, deliveries, courier work, food delivery, package delivery, tours, events, commercial passenger service, or any vehicle-for-hire activity;
- operate while impaired, distracted, texting, using handheld devices, wearing headphones/earbuds in an unsafe manner, fatigued, medically unfit, or otherwise unable to drive safely;
- race, speed, stunt, drift, tow, push, pull, jump, overload, off-road, beach-drive, trail-drive, sidewalk-drive unless specifically lawful, or intentionally abuse the Vehicle;
- cover, block, disable, move, tamper with, unplug, hack, erase, format, remove, damage, obstruct, or interfere with any camera, audio-capable system where enabled and lawful, biometric system, QR code, telemetry device, GPS device, charger, cable, data card, display, Vyo Go device, or safety/control system;

Unauthorized Component, Electrical, and Hardware Access. You are strictly prohibited from intentionally, recklessly, or without authorization opening, accessing, tampering with, modifying, probing, tapping into, plugging into, bypassing, disconnecting, removing, reconfiguring, damaging, or attempting to access any Vehicle battery system, lithium battery pack, battery enclosure, charger, charge controller, fuse panel, DC-DC converter, wiring harness, wiring loom, router, modem, camera, recording device, data card, display, control module, ignition-control system, telemetry system, GPS system, biometric system, Vyo Go system, hardware enclosure, internal compartment, seat compartment, dash compartment, locked compartment, or any OEM, aftermarket, custom-installed, or Vyo-installed component. The prohibited-compartment definition, intentional/unauthorized/reckless trigger, incidental-contact limitation, technology inspection and restoration charge, payment authorization, and related recovery rights are stated in Section 17.1 of the Vyo Rental Agreement, incorporated into this Waiver by reference. Unauthorized hardware, electrical, battery, or technology access is a material breach and may subject you to the Technology Inspection and Restoration Charge described in Section 17.1 of the Rental Agreement, plus all other recoverable costs, losses, charges, repair costs, replacement costs, loss of use, insurance deductibles, attorney fees, reimbursements, and remedies allowed under the Rental Agreement and this Waiver.

- continue operating after a warning, malfunction, accident, police stop, low-battery alert, geofence alert, verification failure, safety alert, restricted-road alert, or support instruction requiring stop, return, or contact with Vyo;
- leave the Vehicle unlocked, unsecured, unplugged at required return, abandoned, obstructing traffic, blocking property access, parked illegally, parked in a fire lane, or outside the required return location;
- make any false report, conceal damage, conceal an accident, refuse to provide requested information, fail to cooperate with Vyo, law enforcement, insurers, claims administrators, or property personnel, or interfere with incident evidence.

7. Assumption of All Risks

YOU KNOWINGLY, VOLUNTARILY, EXPRESSLY, AND FULLY ASSUME ALL RISKS, DANGERS, AND HAZARDS ARISING OUT OF OR RELATED IN ANY WAY TO VYO, ANY VEHICLE, ANY RENTAL, ANY RIDE, ANY PASSENGER, ANY PROPERTY PARTNER LOCATION, ANY ROADWAY, ANY APP, ANY CAMERA/BIOMETRIC/TELEMETRY SYSTEM, ANY ROUTE TOOL, AND ANY RELATED SERVICE, WHETHER KNOWN OR UNKNOWN, OBVIOUS OR NOT OBVIOUS, FORESEEABLE OR UNFORESEEABLE, INHERENT OR NON-INHERENT, CAUSED BY YOU, CAUSED BY A THIRD PARTY, CAUSED BY A RELEASED PARTY'S ORDINARY NEGLIGENCE, CAUSED BY SOFTWARE OR HARDWARE ERROR, OR CAUSED BY ANY COMBINATION OF CAUSES, TO THE FULLEST EXTENT PERMITTED BY LAW.

These risks include, without limitation:

- death, serious bodily injury, permanent disability, paralysis, traumatic brain injury, spinal injury, fractures, burns, cuts, abrasions, crush injury, eye injury, internal injury, emotional distress, illness, medical expenses, lost wages, loss of earning capacity, and other personal injury;
- collisions with cars, trucks, buses, motorcycles, bicycles, scooters, pedestrians, animals, fixed objects, curbs, medians, bollards, gates, fences, signs, buildings, parking structures, property fixtures, construction materials, or other vehicles;

- rollover, tip-over, ejection, abrupt stop, hard braking, sharp turns, uneven weight distribution, passenger movement, passenger interference, seat-belt misuse, occupant misconduct, overloading, reduced visibility, sun glare, darkness, rain, wind, lightning, flooding, heat, standing water, slick surfaces, debris, potholes, curbs, road defects, private-road conditions, parking-lot conditions, and property hazards;
- mechanical, electrical, brake, steering, tire, accelerator, battery, charger, display, sensor, camera, biometric, telemetry, GPS, cellular, Bluetooth, QR, app, route, geofence, AI, remote-control, immobilization, lockout, or software malfunction, whether or not the Vehicle was maintained, inspected, monitored, repaired, or serviced;
- battery depletion, inaccurate battery/range estimates, charging failure, charger damage, inability to restart, verification failure, failed unlock, failed rental end, app timer discrepancy, network outage, GPS drift, delayed support response, vehicle immobilization, remote lockout, return-location error, or inability to complete a trip;
- wrong-way travel, unlawful route selection, entry onto prohibited roads, non-LSV-compliant roads, high-speed roads, bridges, intersections, crossings, service roads, parking lots, private roads, construction zones, closed roads, or areas where signs, laws, or conditions change or are unclear;
- acts, omissions, negligence, recklessness, intentional acts, criminal acts, bad driving, road rage, intoxication, distraction, or misconduct by you, passengers, pedestrians, other drivers, property users, strangers, vandals, thieves, law enforcement, emergency responders, contractors, vendors, or other third parties;
- theft, vandalism, unauthorized access, tampering, cyber interference, camera obstruction, data loss, data corruption, failure to preserve evidence, overwriting of recordings, lack of available footage, or unavailable telemetry;
- privacy, recording, biometric, likeness, publicity, location, telemetry, data, payment, identity, fraud, law-enforcement, insurer, repair, support, or cloud-provider issues related to operation, monitoring, storage, disclosure, or evidence preservation;
- all risks associated with participating in a self-drive commercial rental activity involving a street-legal low-speed vehicle in public, private, property-adjacent, residential, parking, and mixed-traffic environments.

You accept full responsibility for deciding whether to begin, continue, stop, return, or abandon a route. If you believe any route, road, condition, Vehicle, passenger, or situation is unsafe, unlawful, unclear, or beyond your ability, you must not proceed.

8. Release, Waiver, Discharge, and Covenant Not to Sue

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU, FOR YOURSELF AND FOR YOUR SPOUSE, DOMESTIC PARTNER, FAMILY MEMBERS, HEIRS, BENEFICIARIES, NEXT OF KIN, ESTATE, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, GUARDIANS, SUCCESSORS, ASSIGNS, INSURERS, SUBROGEEES, AND ANYONE CLAIMING THROUGH OR ON BEHALF OF YOU, FULLY, FOREVER, IRREVOCABLY, AND UNCONDITIONALLY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND AGREE NOT TO SUE OR ASSERT CLAIMS AGAINST THE RELEASED PARTIES FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED IN ANY WAY TO VYO, ANY VEHICLE, ANY RENTAL, ANY RIDE, ANY PASSENGER, ANY PROPERTY PARTNER LOCATION, ANY ROADWAY, ANY APP, ANY CAMERA/BIOMETRIC/TELEMETRY SYSTEM, ANY ROUTE TOOL, ANY RECORDING OR DATA, ANY CHARGE, ANY INCIDENT, ANY INJURY, ANY DEATH, ANY PROPERTY DAMAGE, ANY ECONOMIC LOSS, OR ANY RELATED SERVICE.

This release applies to Claims based on or allegedly caused by, in whole or in part, the ordinary negligence, active negligence, passive negligence, negligent maintenance, negligent inspection, negligent repair, negligent entrustment, negligent hiring, negligent training, negligent supervision, negligent security, premises liability, failure to warn, product defect, software defect, mapping error, camera/biometric/telemetry error, route error, data error, delay, omission, act, or failure to act of Vyo or any Released Party, except only to the extent a specific claim cannot be waived, released, limited, or arbitrated under non-waivable applicable law.

This release is intended to be as broad and comprehensive as permitted by law. If any jurisdiction does not allow release of a particular Claim before it arises, that Claim is released, limited, indemnified, arbitrated, or narrowed to the maximum extent that jurisdiction allows. This release does not apply to intentional misconduct. To the extent applicable law does not permit a pre-injury release of gross-negligence claims, such claims are not released, but they remain subject to all other provisions of this Waiver and the Rental Agreement to the fullest extent separately enforceable, including arbitration, class-action waiver, jury-trial waiver, limitation of liability, evidence provisions, payment obligations, and indemnity where permitted by law.

9. Ordinary Negligence Expressly Released

You specifically understand and agree that this Waiver releases Vyo and the Released Parties from liability for their own ORDINARY NEGLIGENCE to the fullest extent permitted by law. This means that if you are injured, killed, suffer property damage, suffer economic loss, suffer privacy/recording/biometric/data harm, or assert any other Claim that you allege was caused by Vyo's or a Released Party's ordinary negligence, you are agreeing not to sue or recover from Vyo or any Released Party for that Claim, except to the extent non-waivable law does not permit that result.

The use of the words "ordinary negligence," "negligence," and similar terms is intended to remove any possible uncertainty. You acknowledge that an ordinary and knowledgeable person would understand from this Waiver that legal rights are being given up.

10. Passenger Responsibility; Passenger Claims

You are solely responsible for every passenger you allow to enter, remain in, ride in, or interact with a Vehicle. Passengers do not necessarily create Vyo accounts or separately sign Vyo documents; therefore, you accept contractual responsibility for

passenger safety, passenger conduct, passenger rule compliance, passenger seat-belt use, passenger recording notice, passenger injuries, passenger property, and passenger claims to the fullest extent permitted by law.

Before any passenger enters or remains in the Vehicle, you must provide notice substantially conforming to Exhibit B of this Waiver, which is incorporated into this Waiver, the Rental Agreement, and every rental by reference. By pressing "AGREE & BEGIN RENTAL," you certify that you have provided or will provide this passenger notice before any passenger enters or remains in the Vehicle, even if Vyo does not separately ask whether passengers are present. The required passenger notice includes the following:

- the Vehicle is a shared commercial rental LSV, not a full-speed car and not a chauffeur, shuttle, taxi, rideshare, common carrier, or vehicle-for-hire service;
- the passenger rides voluntarily and at risk, and must remain seated with a seat belt properly fastened whenever the Vehicle is moving;
- children under 12 and pets/animals are not allowed, except legally required service-animal accommodation where applicable;
- the Vehicle and surrounding area may be captured by interior cameras, forward-facing cameras, exterior/environment-facing cameras, dash cameras, motion-detection recording, parking/security-mode recording, incident-triggered recording, audio-capable systems where enabled and lawful, GPS, telemetry, biometric verification, app logs, and related systems;
- footage and related data may be stored on local data cards, onboard devices, BlackVue or other camera manufacturer systems, Vyo systems, Vyo-controlled storage, cloud systems, third-party providers, insurers, claims systems, law enforcement systems, and other systems described in this Waiver and the Rental Agreement;
- the passenger must not obstruct the driver, touch controls, interfere with cameras or safety systems, distract the driver, stand, lean out, sit on laps, ride on the exterior, or otherwise create risk.

To the fullest extent permitted by law, you agree to defend, indemnify, reimburse, and hold harmless the Released Parties from and against every passenger Claim, including Claims that a passenger was injured, killed, recorded, not notified, did not consent, lost property, caused damage, interfered with operation, or was transported unlawfully or unsafely. If any passenger or passenger representative asserts a Claim against a Released Party, your indemnity obligations apply even if that Claim alleges ordinary negligence by Vyo or another Released Party, except to the extent non-waivable law prohibits enforcement.

11. Indemnity; Defense; Reimbursement

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO DEFEND, INDEMNIFY, REIMBURSE, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, EXPENSES, FINES, PENALTIES, FEES, CHARGES, ATTORNEYS' FEES, EXPERT FEES, COURT COSTS, ARBITRATION COSTS, COLLECTION COSTS, INSURANCE DEDUCTIBLES, SUBROGATION CLAIMS, REPAIR COSTS, RECOVERY COSTS, LOSS OF USE, DIMINISHED VALUE, ADMINISTRATIVE COSTS, AND OTHER AMOUNTS ARISING OUT OF OR RELATED IN ANY WAY TO:

- your account, rental, access, operation, route, passenger, parking, return, charging, support request, incident report, or use of any Vehicle or service;
- your breach of this Waiver, the Rental Agreement, the Terms of Service, the Privacy Policy, the Fee Schedule, property rules, app prompts, safety slides, payment authorization, or any law;
- your negligence, recklessness, misconduct, violation, prohibited use, unauthorized driver event, passenger conduct, unsafe route choice, failure to notify passengers, failure to report, failure to cooperate, or false/misleading statement;
- injury, death, property damage, privacy/recording/biometric/data claims, citations, tickets, tolls, towing, impound, storage, recovery, cleaning, battery/charger damage, vehicle damage, third-party vehicle damage, property damage, or personal-property claims;
- any claim by or involving a passenger, family member, pedestrian, other driver, property owner, Property Partner, insurer, reinsurer, claims administrator, repair provider, law enforcement agency, regulator, governmental entity, payment processor, biometric provider, camera/cloud provider, or other third party;
- any chargeback, payment dispute, failed payment, card dispute, collection action, fraud review, identity dispute, or payment authorization issue;
- any allegation that a passenger, third party, or claimant did not see, read, understand, accept, or consent to Vyo terms, safety rules, recording, biometric processing, monitoring, data storage, or arbitration.

Vyo may control the defense and settlement of any Claim subject to indemnity. You may not settle any Claim affecting a Released Party without Vyo's prior written consent. Your indemnity obligations are independent of, and in addition to, your payment and damage obligations under the Rental Agreement. These obligations survive account closure, rental end, payment, suspension, termination, dispute, chargeback, accident, injury, death, bankruptcy, and any alleged unenforceability of any other provision.

12. Cameras, Video, Audio-Capable Systems, Facial Recognition, Biometrics, Telemetry, and Data Release

You understand and agree that Vyo Vehicles are shared commercial rental vehicles equipped for safety, identity verification, fraud prevention, asset protection, insurance defense, incident reconstruction, remote support, maintenance, security, theft deterrence, claims handling, law enforcement cooperation, arbitration/litigation evidence, product improvement, and operational control.

Interior cameras, forward-facing cameras, exterior/environment-facing cameras, dash cameras, motion-detection recording, parking/security-mode recording, incident-triggered recording, GPS, telemetry, accelerometers, app logs, QR/BLE/proximity logs, facial recognition, liveness detection, biometric verification, vehicle-health systems, route tools, and related systems may capture, collect, process, store, preserve, transmit, upload, review, disclose, and use recordings and data before, during, and after a rental. Audio recording is disabled for Florida rentals unless Vyo later implements and enables legally sufficient consent and notice controls. Where lawfully enabled, microphones or audio-capable systems may capture audio as disclosed, and you are responsible for obtaining any required passenger consent before allowing passengers to ride.

Recordings and data may include your face, image, likeness, body, clothing, voice where audio is enabled and lawful, statements, gestures, movements, passenger interactions, cabin activity, road views, property surroundings, vehicle location, speed, acceleration, braking, turns, route, battery, charging, app actions, device actions, QR scans, biometric verification inputs and outputs, face geometry, liveness signals, comparison scores, pass/fail results, timestamps, metadata, incident data, support records, and related evidence. The Camera, Facial Recognition, Telemetry, and Recording Acknowledgment in Exhibit C of the Vyo Rental Agreement is incorporated into this Waiver in full.

Recordings and data may be stored locally on the Vehicle, on removable data cards or memory cards, on onboard devices, on BlackVue systems, on other camera manufacturer systems, on Vyo systems, on Vyo-controlled storage, on AWS Rekognition or replacement biometric systems, on Plaid, Stripe, cloud providers, insurers, claims administrators, law enforcement systems, property-partner systems, repair/recovery systems, legal systems, arbitration/dispute systems, and other third-party systems Vyo uses now or later.

Data Governance and Edge Storage. As between you and Vyo, Vyo has exclusive ownership, custody, access rights, operational control, evidence-control rights, and data-governance authority over all Vyo-generated telemetry, app logs, vehicle logs, GPS logs, camera footage, audio where enabled and lawful, biometric verification outputs, authentication logs, maintenance records, incident packages, and edge-recorded data, subject only to non-waivable law and Vyo's applicable Privacy Policy. Vyo's architecture may use edge-based, vehicle-local, onboard, removable-media, manufacturer, dashcam, Vyo-controlled, or third-party storage. Vyo does not represent that all footage is continuously livestreamed, centrally monitored, or centrally stored. Vyo may selectively retrieve, preserve, upload, review, disclose, or use locally stored or edge-recorded data when Vyo determines it is useful or necessary for safety, security, fault evaluation, maintenance, support, incident review, liability determination, insurance, claims defense, fraud prevention, chargebacks, legal compliance, law enforcement cooperation, arbitration, litigation, or evidence preservation.

You give Vyo and the Released Parties your informed written consent, electronic consent, written release, authorization, and license to collect, capture, record, film, monitor, process, use, store, preserve, transmit, upload, access, review, analyze, compare, disclose, share, copy, retain, delete, and rely on all such recordings, biometric data, verification data, telemetry, and related information for lawful business, safety, security, verification, insurance, legal, operational, evidence, claims, collection, compliance, support, product-improvement, and dispute-resolution purposes. You waive and release, to the fullest extent permitted by law, any privacy, publicity, likeness, recording, surveillance, wiretap/eavesdropping, biometric, data, emotional-distress, consumer-protection, statutory-damages, or related Claims against Vyo and the Released Parties arising out of or related to those activities.

You have no expectation of privacy in or around a Vyo Vehicle, in the cabin, in any camera field of view, in any Vyo app-controlled rental process, in any rental route, in any vehicle-access or return area, or in any operational/security/incident/claim record, except for rights that cannot be waived under applicable law.

Biometric and facial-recognition systems may be used to verify that you are the verified account holder and Authorized Driver, to prevent unauthorized operation, to detect driver swapping, to support investigations and claims, and to protect people and property. To the extent required by biometric privacy laws, the specific purpose of biometric collection is identity verification, driver authentication, fraud prevention, safety, security, access control, incident review, claims defense, insurance, and legal compliance. The biometric retention and destruction disclosure in Section 19.4 of the Vyo Rental Agreement is incorporated into this Waiver. Vyo will not sell, lease, trade, or profit from biometric identifiers or biometric information in a manner prohibited by law. Vyo will retain and destroy biometric identifiers or biometric information under the standards stated in the Rental Agreement and Privacy Policy, subject to non-waivable law, claims, legal holds, fraud/security investigations, insurance, arbitration, litigation, and compliance obligations.

You must notify all passengers before they enter or remain in the Vehicle about cameras, video recording, motion/event recording, GPS, telemetry, biometric/identity systems, local storage, BlackVue or other manufacturer storage, Vyo storage, third-party cloud storage, and possible disclosure to insurers, attorneys, law enforcement, regulators, property partners, service providers, and dispute-resolution providers. Audio recording is disabled for Florida rentals unless Vyo later enables lawful

consent/notice controls; audio-capable systems may be enabled where lawful. You must not use the Vehicle if you or any passenger objects to required recording, monitoring, identity verification, or data processing.

Camera, audio-capable, biometric, GPS, telemetry, and evidence systems are not guarantees. They may be unavailable, delayed, inaccurate, obstructed, corrupted, overwritten, offline, disabled, affected by lighting or weather, unable to upload, unable to preserve clips, or unable to capture an event. Upon a reported or detected incident, Vyo will use commercially reasonable efforts to preserve available footage and telemetry data related to that incident that Vyo can access through its systems at the time preservation is triggered. Vyo has no obligation to retrieve or preserve data from third-party provider systems, manufacturer systems, BlackVue cloud, camera manufacturer systems, AWS, Plaid, Stripe, or other systems that Vyo does not have independent retrieval rights to at the time of the incident. Vyo is not liable for failing to record, preserve, retrieve, review, disclose, or use unavailable or inaccessible footage or data, and no absence of footage or data creates an inference against Vyo.

13. Navigation, Mapping, Geofencing, Software, AI, and Battery/Range Disclaimer

Vyo may provide maps, route suggestions, Valhalla or other routing, GPS location, red-road overlays, geofence alerts, battery/range circles, return-to-origin estimates, destination filters, warnings, prompts, AI-agent monitoring, drive scoring, environmental alerts, and other software or data tools. These tools are for convenience, risk reduction, and operational support only. They are not legal advice, are not a guarantee of safe or lawful travel, and are not a substitute for your own judgment and compliance with real-world conditions.

Navigation and road data may be inaccurate, incomplete, delayed, unavailable, or legally outdated. Road signs, speed limits, traffic controls, closures, construction, property rules, and local laws control over the app. Roads or segments marked in red are prohibited and off-limits, but the absence of a red marking does not mean a road is legal, safe, permitted, or appropriate for LSV use. If the route, map, prompt, or app directs you toward an unlawful, unsafe, private, closed, restricted, high-speed, or prohibited area, do not enter it. Safely stop or reroute only using lawful and permitted routes. If no lawful route exists, do not take that route and contact Vyo support if needed.

You assume all risks arising from route selection, route following, route deviation, GPS drift, network outages, app inaccuracies, map errors, geofence errors, battery/range estimates, destination filtering, route recalculation, red-road overlays, lack of warnings, delayed warnings, or software/hardware limitations. Vyo is not liable for any injury, death, property damage, citation, tow, impound, delay, lost time, alternate transportation cost, route problem, or other Claim caused by or related to navigation, maps, software, AI, telemetry, or route tools, to the fullest extent permitted by law.

14. Vehicle Condition; Malfunction; Immobilization; No Guaranteed Availability

Vehicles are machines that may malfunction, fail, lose power, be damaged, become unavailable, trigger alerts, fail verification, fail to unlock, fail to restart, or become immobilized even if inspected, maintained, monitored, repaired, or equipped with safety systems. You assume all risks of vehicle condition, malfunction, maintenance, repair, design, equipment, battery, tires, brakes, steering, charging, electronics, cameras, displays, software, sensors, and remote-control systems.

Vyo may remotely restrict, disable, lock, immobilize when stationary and safe to secure, or prevent restart of a Vehicle for safety, security, theft, fraud, verification failure, geofence, payment, damage, support, property, or policy reasons. Vyo will use commercially reasonable efforts to implement stationary-only immobilization and to avoid disabling a Vehicle in active traffic. If a Vehicle is remotely restricted or immobilized, Vyo will notify you through the app or other available channel at the earliest reasonable opportunity. You are responsible for safely responding to warnings, stopping in a lawful and safe area, avoiding traffic hazards, and complying with support instructions. If the Vehicle is immobilized, disabled, depleted, locked, unavailable, malfunctioning, or otherwise cannot be used or returned as expected, you are responsible for obtaining your own alternative transportation and for complying with incident/support instructions. Vyo is not liable for rideshare, taxi, lodging, missed work, missed flights, lost time, inconvenience, emotional distress, or consequential damages arising from any Vehicle unavailability, immobilization, malfunction, or support delay. Nothing in this Section is intended to release liability that applicable law does not permit to be released by private agreement.

15. Medical Treatment; Emergency Response; Costs

If an incident occurs, you are responsible for your own safety, passenger safety, scene safety, emergency reporting, and legal duties. Vyo may, but is not obligated to, contact emergency services, law enforcement, property personnel, insurers, repair providers, or recovery providers. Vyo does not provide medical services, emergency transportation, roadside rescue, or guaranteed support response times.

You are solely responsible for all medical, ambulance, hospital, physician, medication, therapy, rehabilitation, disability, lost-income, transportation, lodging, personal-property, and related costs arising out of or related to your use of Vyo, except to the extent non-waivable law requires otherwise. You authorize Vyo to provide relevant account, rental, vehicle, telemetry, location, camera, incident, and identity information to emergency responders, law enforcement, insurers, claims administrators, medical responders, property personnel, and others where Vyo determines disclosure is reasonably necessary or appropriate.

16. Property Partner and Premises Release

Property Partners are not rental companies, vehicle operators, transportation providers, common carriers, drivers, insurers, guarantors, repair providers, safety supervisors, or custodians of your property. Property Partners may provide space, access, charging locations, parking areas, resident/guest eligibility information, sponsorship, advertising, or other support, but they do not assume responsibility for your rental, Vehicle operation, route, passengers, injuries, damage, recordings, biometric systems, payment obligations, or claims.

To the fullest extent permitted by law, you release, waive, discharge, hold harmless, and agree not to sue any Property Partner or property-related Released Party for Claims arising out of or related to Vyo, any Vehicle, property access, vehicle location, chargers, gates, garages, parking areas, driveways, sidewalks, landscaping, lighting, security, premises conditions, signage, property rules, resident/guest status, property-sponsored rentals, or any alleged property-related act or omission. You agree that Property Partners are intended third-party beneficiaries of this Waiver and may enforce it directly.

17. Financial Responsibility; Damage; Insurance Coordination

Renter Cost Recovery; Minimum Charges. This Waiver does not reduce your financial responsibility under the Rental Agreement. The applicable charges, minimums, and categories are set forth in Exhibit A of the Vyo Rental Agreement (the Fee Schedule), which is incorporated into this Waiver by reference. You remain responsible for all costs, charges, losses, damages, fees, reimbursements, deductibles, claim payments, administrative costs, and collection costs arising out of or related to the rental, the Vehicle, passengers, prohibited use, failure to report, failure to cooperate, failure to return, failure to charge, citations, towing, impound, recovery, damage, loss, theft, vandalism, misuse, property damage, third-party claims, insurer payments, or any breach of the Rental Agreement or this Waiver. Amounts may include the greater of: (a) the minimum charge shown in the Vyo app, Fee Schedule, rental record, or applicable policy; (b) Vyo's actual cost; (c) Vyo's actual cost plus administrative fee; (d) the applicable deductible, reimbursement, claim payment, insurer reimbursement, insurer chargeback, or uninsured/underinsured amount; or (e) full replacement value where the Vehicle, equipment, charger, camera, telemetry, biometric, display, battery, hardware, or related component is lost, stolen, totaled, unrecovered, materially damaged, unsafe, or uneconomical to repair. Vyo will not intentionally seek duplicate recovery of the same item beyond amounts owed, but an insurance payment, reserve, deductible payment, partial reimbursement, or third-party payment does not waive Vyo's right to recover remaining, uncovered, reimbursable, deductible, administrative, loss-of-use, diminished-value, or separately identifiable amounts from you.

Vyo maintains, or before permitting rentals that require coverage will maintain, insurance or financial responsibility required by law and such commercial automobile, fleet, motor-vehicle liability, physical-damage, personal injury protection, property damage liability, general liability, umbrella, excess, contractual risk-allocation, protection-product, damage-waiver, or other coverage as Vyo determines is appropriate for its operations. This Waiver and the Rental Agreement are intended to support, preserve, and not impair Vyo's ability to obtain, provide, tender, administer, benefit from, and make claims under commercial/fleet/rental insurance for covered rentals, covered Vehicles, and covered Authorized Drivers, while preserving Vyo's contractual reimbursement, indemnity, damage, and cost-recovery rights to the fullest extent permitted by law and policy terms. If an insurance policy, applicable law, insurer, or claims administrator provides coverage to you as an Authorized Driver, renter, permissive user, or otherwise for a covered rental or claim, nothing in this Waiver is intended to disqualify that coverage solely because this Waiver also allocates financial responsibility to you. Coverage is controlled by the applicable policy, endorsements, exclusions, limits, deductibles, reservations of rights, claim duties, insurer decisions, and non-waivable law. You must cooperate with Vyo and insurers. You remain responsible for deductibles, uncovered amounts, excluded losses, above-limit amounts, prohibited uses, noncooperation, unauthorized-driver events, reimbursement obligations, and amounts Vyo, an insurer, a Property Partner, or a Released Party is entitled to recover from you under the Rental Agreement, this Waiver, policy terms, subrogation rights, or applicable law. For Florida rentals, PIP/no-fault coverage, priority, coordination of benefits, exclusions, deductibles, claim duties, and payment obligations are governed by applicable law and Vyo's insurance policy. Vyo makes no representation about the availability, priority, amount, or applicability of PIP, personal auto, health, medical payments, or other benefits for you or any passenger except to the extent non-waivable law or an applicable policy provides otherwise. For Vyo Vehicles registered and operated on Florida public roads as low-speed vehicles, Vyo maintains, or before permitting such rentals will maintain, the insurance, registration, title, proof-of-insurance, and/or financial responsibility required by applicable Florida law for such Vehicles.

18. Disclaimer of Warranties; Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, VYO, THE VEHICLES, THE APP, VYO GO, ROUTING, MAPS, CAMERAS, BIOMETRICS, TELEMETRY, PAYMENT FEATURES, IDENTITY FEATURES, SUPPORT, CHARGERS, PROPERTY LOCATIONS, AND ALL SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, AVAILABILITY, SAFETY, LEGALITY OF ROUTES, ERROR-FREE OPERATION, UNINTERRUPTED SERVICE, DATA PRESERVATION, OR FITNESS FOR ANY PARTICULAR ROUTE, DRIVER, PASSENGER, PROPERTY, OR USE.

TO THE FULLEST EXTENT PERMITTED BY LAW, VYO AND THE RELEASED PARTIES WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLIED, EMOTIONAL-DISTRESS, LOST-PROFIT, LOST-INCOME, LOST-TIME, SUBSTITUTE-TRANSPORTATION, LOSS-OF-USE, LOSS-OF-DATA,

LOSS-OF-PRIVACY, OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO VYO, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RECOVERABLE DAMAGES AGAINST VYO OR ANY RELEASED PARTY ARE LIMITED TO THE AMOUNT YOU PAID VYO FOR THE SPECIFIC RENTAL GIVING RISE TO THE CLAIM, OR \$100 IF NO STANDARD RENTAL FEE WAS PAID, EXCEPT TO THE EXTENT NON-WAIVABLE LAW REQUIRES OTHERWISE.

19. Unknown Claims; Civil Code Section 1542 Waiver Where Applicable

You understand that you may later discover facts or Claims that you do not know or suspect now, and that those facts or Claims, if known, might have materially affected your decision to accept this Waiver. You nevertheless intend to release all such unknown, unsuspected, and future Claims to the fullest extent permitted by law.

If California law applies, you waive California Civil Code Section 1542, which provides that a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in that person's favor at the time of executing the release and that, if known, would have materially affected that person's settlement with the debtor or released party. Similar protections under other laws are also waived to the fullest extent permitted by law.

20. Mandatory Individual Arbitration; Jury Trial Waiver; Class Action Waiver

The arbitration agreement in Section 31 of the Vyo Rental Agreement is incorporated into this Waiver in full as if set forth here, including the opt-out procedure, 30-day opt-out window, AAA/JAMS administrator selection, fee allocation, remote/in-person hearing rules, mass-arbitration protocol, delegation clause, class-action waiver, jury-trial waiver, severability rules, small-claims and emergency/injunctive relief carveouts, and all other arbitration mechanics. It applies to all Claims arising out of or related to this Waiver, the Rental Agreement, the Terms of Service, any Vehicle, any rental, any ride, any passenger, any injury, any death, any property damage, any privacy/recording/biometric/data issue, any payment, any charge, any property location, any incident, any app, any support event, any account, any insurance or claims handling, and any relationship between you and Vyo or any Released Party. Opting out of arbitration under the Rental Agreement also opts you out of arbitration under this Waiver for the same account and same version, and opting out under this Waiver also opts you out under the Rental Agreement. A timely opt-out from an earlier version does not automatically opt you out of arbitration provisions in an updated version.

To opt out of arbitration under both this Waiver and the Rental Agreement, you must send written notice within 30 days after your first acceptance of this Waiver or the Rental Agreement, whichever occurs first, to Vyo Corp, 10179 E Cortez Dr, Scottsdale, AZ 85260, and by email to hello@vyorides.com, as set forth in Section 31.10 of the Rental Agreement.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND VYO AGREE THAT ALL DISPUTES WILL BE RESOLVED ONLY BY FINAL AND BINDING INDIVIDUAL ARBITRATION, NOT IN COURT, NOT BY A JUDGE, NOT BY A JURY, AND NOT THROUGH A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE-ATTORNEY-GENERAL, REPRESENTATIVE, OR MASS ACTION, except for small-claims matters, emergency/injunctive relief, enforcement of arbitration awards, and other limited exceptions stated in the Rental Agreement.

The Federal Arbitration Act governs the arbitration agreement to the fullest extent permitted. The default arbitration administrator is AAA under its applicable consumer rules, with JAMS or another neutral provider as fallback if AAA is unavailable, refuses administration, or cannot administer the dispute. Any timely arbitration opt-out procedure stated in the Rental Agreement remains available only as stated there. If you do not timely opt out as stated in the Rental Agreement, you are bound by arbitration and the class-action/jury-trial waivers.

For Florida rentals, Florida deployments, and claims arising from Florida Vehicles, Property Partner locations, charging locations, incidents, accidents, citations, routes, recordings, biometric events, or rental activity, the Florida governing-law, arbitration-seat, and Broward County venue provisions in the Vyo Rental Agreement are incorporated into this Waiver to the fullest extent permitted by law, except to the extent the Federal Arbitration Act, consumer arbitration rules, or other non-waivable law controls.

If any class-action, collective-action, representative-action, consolidated-action, mass-arbitration, or jury-trial waiver is found unenforceable for a particular Claim, that Claim must proceed only as permitted by the severability and arbitration provisions in the Rental Agreement, and the rest of this Waiver remains fully enforceable.

21. State-Specific Maximum Enforceability

This Waiver is intended to apply nationwide and to be enforced to the maximum extent permitted in each jurisdiction. Some states may restrict or prohibit pre-injury releases, ordinary-negligence releases, gross-negligence releases, indemnity for certain acts, limitation of liability, biometric consent, audio recording, privacy waiver, consumer arbitration, class-action waiver, jury waiver, fee shifting, damage caps, or other terms. If any provision is restricted, the provision must be modified, narrowed, reformed, severed, or enforced to the maximum lawful extent while preserving the broadest enforceable protection for Vyo and the Released Parties.

Nothing in this Waiver is intended to waive a right that applicable law says cannot be waived. However, the fact that a particular right cannot be waived in one jurisdiction does not limit any waiver, release, indemnity, limitation, arbitration agreement, class-action waiver, jury-trial waiver, or defense that can be enforced in that jurisdiction or elsewhere.

22. Electronic Signature; Clickwrap Records; Reaffirmation

You agree that electronic acceptance has the same legal effect as a handwritten signature. You accept and sign this Waiver by creating a Vyo account, checking a box, pressing an acceptance button, accepting an updated version presented by Vyo, pressing "AGREE & BEGIN RENTAL," unlocking a Vehicle, entering a Vehicle, riding in a Vehicle, operating a Vehicle, using a Vyo app or Vyo Go, allowing a passenger to ride, or using a Property Partner deployment after the applicable Waiver has been presented and accepted through the Vyo app or other Vyo-approved acceptance flow.

Every rental requires fresh reaffirmation. By pressing "AGREE & BEGIN RENTAL," you reaffirm, represent, warrant, certify, and covenant that you have accepted and remain bound by the then-current accepted version of this Waiver, the Rental Agreement, Terms of Service, Privacy Policy, payment authorization, arbitration agreement, class-action waiver, jury-trial waiver, and all Vyo rules, and that you will provide the required passenger notice before any passenger enters or remains in the Vehicle. Vyo may store and rely on electronic records showing account ID, document title, document version identifier, effective date or last-updated date, document URL, acceptance timestamp, recorded timestamp, IP address, user agent, device information, app version, vehicle ID, VIN, GPS location, QR scan, BLE/proximity event, payment authorization, waiver acceptance, rental agreement acceptance, biometric/camera consent, safety-slide or prompt presentation, safety-slide or prompt version, route-disclaimer acceptance, and "AGREE & BEGIN RENTAL" acceptance. Vyo may also store a document hash, integrity marker, or equivalent evidence-control reference when available. Those records are admissible and may be used by Vyo and the Released Parties to prove notice, acceptance, consent, identity, trip facts, document version, and enforceability. By pressing "AGREE & BEGIN RENTAL," you also certify that you viewed, had the opportunity to review, understood, and accepted all rental-start safety acknowledgments, slides, prompts, warnings, and confirmations required for that rental before the Vehicle unlocks or the rental begins.

23. Severability; Survival; Third-Party Beneficiaries; Entire Waiver

If any provision of this Waiver is found invalid, illegal, or unenforceable, it must be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, and all remaining provisions continue in full force. Any unenforceability for one Claim, person, state, passenger, rental, incident, or fact pattern does not make the provision unenforceable for any other Claim, person, state, passenger, rental, incident, or fact pattern.

This Waiver survives account creation, account suspension, account termination, account deletion, rental end, return of the Vehicle, payment, chargeback, accident, injury, death, claim submission, insurance claim, dispute, arbitration, litigation, settlement, and any alleged breach. The Released Parties are intended third-party beneficiaries of this Waiver and may enforce it directly.

This Waiver, together with the incorporated Vyo Rental Agreement, Terms of Service, Privacy Policy, payment authorization, camera/video/audio/biometric notices, state-specific addenda, and trip records, is the complete waiver, release, assumption-of-risk, indemnity, and dispute-resolution agreement for Vyo use. No oral statement, marketing statement, support message, property statement, app summary, FAQ, or prior version limits this Waiver unless Vyo expressly agrees in a signed written document.

23.1 Governing Law

The Federal Arbitration Act governs the arbitration provisions of this Waiver to the fullest extent permitted by law. For claims arising from Florida rentals, Florida deployments, Florida Vehicle locations, Florida Property Partner locations, Florida charging locations, Florida incidents, or Florida rental activity, Florida law governs the interpretation and enforcement of this Waiver except to the extent the Federal Arbitration Act or other non-waivable law controls. For claims arising from rentals outside Florida, the law of the state where the rental physically occurred governs, subject to any state-specific addendum and any non-waivable law of another applicable jurisdiction. The governing-law provisions of Section 32 of the Vyo Rental Agreement are incorporated into this Waiver by reference.

24. Notices to Vyo

Legal notices to Vyo under this Waiver must be sent to Vyo Corp, 10179 E Cortez Dr, Scottsdale, AZ 85260, and by email to hello@vyorides.com, unless Vyo designates a different notice address in the app, website, or written notice. Service of process may also be made on Vyo's statutory or registered agent as reflected in applicable public records.

25. Final Acceptance

FINAL ACCEPTANCE AND CERTIFICATION

BY ACCEPTING THIS WAIVER, CREATING OR USING A VYO ACCOUNT, PRESSING "AGREE & BEGIN RENTAL," UNLOCKING, ACCESSING, ENTERING, RIDING IN, OPERATING, OR USING A VYO VEHICLE, YOU CERTIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THIS WAIVER, INCLUDING THE RELEASE OF LIABILITY FOR CLAIMS BASED ON VYO'S OWN ORDINARY NEGLIGENCE, ASSUMPTION OF RISK, INDEMNITY, PASSENGER NOTICE RESPONSIBILITY, CAMERA / VIDEO / AUDIO-CAPABLE / BIOMETRIC / GPS / TELEMETRY CONSENT,

INSURANCE / RENTER REIMBURSEMENT TERMS, MANDATORY INDIVIDUAL ARBITRATION, CLASS-ACTION WAIVER, AND JURY-TRIAL WAIVER.

IF YOU DO NOT AGREE, DO NOT USE VYO.

EXHIBIT A - APP WAIVER SUMMARY AND RENTAL-START ACKNOWLEDGMENT

This Exhibit A is incorporated into the Waiver, the Rental Agreement, and every rental. Vyo may present this language, a shorter version, or equivalent checkboxes in the Vyo mobile app, Vyo Go, or the rental-start flow. This summary does not limit the full Waiver.

- I am at least 21 years old, have a valid U.S. driver license, and am legally and physically able to operate a motor vehicle and LSV.
- Only I, the verified renter, may operate the Vehicle. No driver swapping or account sharing is allowed.
- I will operate only where LSV operation is lawful, including roads posted 35 MPH or less where LSVs are permitted, and I will obey all signs, laws, property rules, and traffic controls.
- Navigation, maps, red-road markings, route lines, geofencing, GPS, and battery/range estimates may be wrong or outdated. I alone am responsible for lawful and safe routing.
- Children under 12 and pets are not allowed. Passengers under 16 require a parent/legal guardian in the Vehicle or me being that passenger's parent/legal guardian. Passengers age 16 or 17 require parent/legal guardian permission. All passengers must be seated and belted. I am responsible for passengers and passenger claims.
- I am not impaired by alcohol, drugs, medication, fatigue, distraction, or any condition that affects safe driving.
- I consent to camera/video/motion/incident recording, facial/biometric verification, GPS, telemetry, local data-card/onboard storage, BlackVue/manufacture systems, Vyo/cloud storage, and third-party processing. Audio recording is disabled for Florida rentals unless Vyo later enables lawful consent/notice controls; audio-capable systems may be enabled where lawful.
- I assume all risks of injury, death, property damage, malfunction, software error, route error, privacy/recording/biometric/data issues, and other losses. I release Vyo and the Released Parties, including for ordinary negligence, to the fullest extent permitted by law.
- I agree to defend and indemnify Vyo and the Released Parties for claims, costs, damages, passenger claims, third-party claims, citations, towing, impound, recovery, and charges arising from my rental or use.
- I will not open, access, tamper with, modify, plug into, disconnect, remove, bypass, or attempt to access any battery, charger, wiring, hardware, camera, telemetry, GPS, biometric, Vyo Go, internal compartment, or custom-installed component. Unauthorized internal, electrical, battery, or hardware access may result in a minimum \$5,000 technology inspection and restoration charge plus other recoverable costs.
- I understand insurance is controlled by policy terms and law; Vyo may tender covered claims to commercial/fleet/rental insurance where available; I must cooperate with Vyo/insurers and remain responsible for deductibles, uncovered amounts, excluded losses, damage, citations, towing, recovery, reimbursement obligations, and charges.
- I agree to mandatory individual arbitration, jury-trial waiver, and class-action waiver as stated in the Rental Agreement and Waiver.

EXHIBIT B - CAMERA, VIDEO, AUDIO-CAPABLE RECORDING, BIOMETRIC, AND PASSENGER NOTICE

This Exhibit B is incorporated into the Waiver, the Rental Agreement, and every rental. Before any passenger enters or remains in a Vyo Vehicle, the renter must notify the passenger of the following, and by pressing "AGREE & BEGIN RENTAL" the renter certifies that the notice has been or will be provided before any passenger rides, even if Vyo does not separately ask whether passengers are present: The renter's failure to actually provide this notice before a passenger rides is a breach of the Waiver and Rental Agreement and does not void, reduce, or limit the renter's indemnification, reimbursement, defense, or hold-harmless obligations under the Waiver or Rental Agreement for that passenger, that passenger's claims, or any related third-party claims.

- This is a shared commercial rental LSV and the renter, not Vyo, is responsible for safe operation and passengers.
- The vehicle and surrounding area may be recorded by interior cameras, forward-facing cameras, exterior/environment-facing cameras, dash cameras, motion-detection recording, incident-triggered recording, parking/security-mode recording, GPS, telemetry, app logs, and related systems. Audio recording is disabled for Florida rentals unless Vyo later enables lawful consent/notice controls; audio-capable systems may be enabled where lawful.
- Recordings/data may be stored on data cards, onboard devices, BlackVue/manufacture systems, Vyo/cloud systems, insurers, claims systems, law enforcement, property/legal systems, and third parties.
- Facial recognition, liveness checks, biometric verification, GPS, telemetry, app logs, and vehicle logs may be used for identity verification, safety, security, fraud prevention, incident review, claims, insurance, legal compliance, and dispute resolution.
- Passengers must remain seated and belted, must not distract the driver, must not touch controls, and must not obstruct or tamper with any camera, device, charger, display, or safety system.

- Children under 12 and pets are not allowed, except where Vyo is legally required to accommodate a service animal. Passengers under 16 require a parent/legal guardian in the Vehicle or the renter being that passenger's parent/legal guardian. Passengers age 16 or 17 require parent/legal guardian permission.

EXHIBIT C - FLORIDA-FIRST LSV RISK ACKNOWLEDGMENT

For rentals beginning in Florida, and for other jurisdictions with similar LSV rules, the following acknowledgment applies in addition to the Waiver and Rental Agreement:

- I understand that a Vyo Vehicle is a low-speed vehicle and not a full-speed automobile.
- I understand that an LSV may be operated only where permitted by law, including streets posted 35 MPH or less where LSVs are permitted by the applicable jurisdiction, and that the Vehicle legal maximum speed is 25 MPH. I may cross roads posted above 35 MPH only at designated intersections where crossing is permitted by law and traffic conditions allow safe crossing, and I may not travel along or turn onto roads posted above 35 MPH.
- I understand that I must have a valid driver license in my possession and obey all traffic laws, posted signs, closures, police instructions, property rules, and local restrictions.
- I understand Vyo routing/map/battery/geofence prompts are not legal permission, and I am solely responsible for route legality, passengers, safe operation, parking, incident reporting, return, and charging.