

VYO RENTAL 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 AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION AGREEMENT, CLASS ACTION WAIVER, JURY TRIAL WAIVER, RELEASE OF LIABILITY INCLUDING CLAIMS BASED ON VYO'S OWN ORDINARY NEGLIGENCE, ASSUMPTION OF RISK, INDEMNITY, PAYMENT AUTHORIZATION, INSURANCE / RENTER REIMBURSEMENT TERMS, BIOMETRIC / CAMERA / TELEMETRY CONSENT, PASSENGER-NOTICE RESPONSIBILITY, AND LIMITATIONS OF VYO LIABILITY.

BY CREATING OR USING A VYO ACCOUNT, ACCEPTING THIS AGREEMENT, PRESSING "AGREE & BEGIN RENTAL," UNLOCKING, ACCESSING, RIDING IN, OR OPERATING A VYO VEHICLE, YOU AGREE TO THIS AGREEMENT AND CERTIFY THAT ANY PASSENGERS YOU ALLOW TO RIDE HAVE OR WILL RECEIVE THE REQUIRED PASSENGER NOTICE BEFORE THEY ENTER OR REMAIN IN THE VEHICLE.

DO NOT USE A VYO VEHICLE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO THIS AGREEMENT.

1. Parties; Purpose; Rental Relationship

This Rental Agreement, together with all documents incorporated by reference, is a legally binding contract between Vyo Corp ("Vyo," "we," "us," or "our"), and the individual verified renter who creates or uses a Vyo account, accepts this Agreement, starts a rental, accesses a Vyo vehicle, rides in a Vyo vehicle, or operates a Vyo vehicle ("you," "your," "Renter," or "User").

Vyo provides access to app-controlled, self-drive, street-legal electric low-speed vehicles. Vyo does not provide a driver, chauffeur, shuttle, taxi, rideshare, transportation network company service, passenger carrier service, common carrier service, delivery service, or vehicle-for-hire service. You rent the Vehicle for your own lawful self-drive use under this Agreement.

Each rental is a bailment for mutual benefit. Vyo retains all ownership, title, control rights, data rights, technology rights, and repossession / recovery rights in each Vehicle, Vyo device, Vyo application, Vyo Go system, charger, accessory, hardware component, software component, camera, telemetry device, and related equipment.

2. Agreement Documents; Order of Control

The full agreement between you and Vyo for each rental consists of all of the following, whether presented in the Vyo mobile application, Vyo Go in-vehicle application, website, email, electronic notice, or rental record:

- this Rental Agreement;
- the trip-specific rental record, vehicle record, start/end timestamps, fee display, and app rental screens;
- the separate Vyo Liability Waiver, Release, Assumption of Risk, and Indemnity Agreement;
- the Vyo Terms of Service, Privacy Policy, biometric consent, facial-recognition consent, camera/video/audio recording notice, card-scanning/payment notice, location/telemetry notice, and any other in-app safety or data acknowledgments;
- the applicable Fee Schedule, taxes and fees disclosures, damage schedule, property-specific rules, and state-specific addenda;
- all safety slides, warnings, prompts, geofence notices, route notices, damage-reporting prompts, and "AGREE & BEGIN RENTAL" confirmations shown before or during a rental.

If any incorporated document conflicts with another, the following order applies without requiring any factual dispute over which document is more protective: (a) a state-specific addendum controls only to the extent required by non-waivable law; (b) the more specific trip record controls pricing, vehicle-specific facts, rental start/end times, and location-specific facts; (c) the Liability Waiver controls release, assumption-of-risk, covenant-not-to-sue, passenger-claim, and indemnity terms; (d) this Agreement controls rental, payment, vehicle, account, insurance,

damage, and operational terms; and (e) if any provision in any incorporated document can be read in more than one way, the interpretation affording the broadest enforceable protection to Vyo and the Released Parties controls, as determined by Vyo in the first instance subject to arbitration and non-waivable law. A stricter safety requirement, broader payment obligation, broader indemnity, broader release, broader evidence right, or stronger Vyo protection applies unless prohibited by non-waivable law.

3. Acceptance; Electronic Signature; Per-Rental Reaffirmation

You agree that your electronic acceptance has the same legal effect as a handwritten signature. You accept and sign this Agreement by creating a Vyo account, checking an acceptance box, pressing an acceptance button, accepting an updated version presented by Vyo, pressing "AGREE & BEGIN RENTAL," scanning a vehicle QR code, unlocking a Vehicle, entering or riding in a Vehicle, starting a Vehicle, operating a Vehicle, or using Vyo services after the applicable Agreement 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 Agreement, the Liability Waiver, the Terms of Service, the Privacy Policy, the payment authorization, and all app safety rules then presented; that you remain eligible to rent and operate the Vehicle; that only you will drive; and that before any passenger enters or remains in the Vehicle you have provided or will provide the passenger notice required by this Agreement and the Liability Waiver.

Vyo may store and rely on electronic records showing your 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, "AGREE & BEGIN RENTAL" acceptance, rental start/end, and other audit data as proof that you accepted the applicable documents and started or used the rental. Vyo may also store a document hash, integrity marker, or equivalent evidence-control reference when available. These electronic 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.

4. Definitions

- "Additional Charges" means all amounts beyond standard rental pricing, including damage, loss, theft, late return, non-return, towing, impound, recovery, storage, cleaning, charging, charger damage, citations, tolls, property damage, administrative fees, minimum charges, technology inspection and restoration charges, liquidated damages where enforceable, investigation costs, claims-handling costs, collection costs, chargeback fees, attorney fees, insurance deductibles, insurer reimbursement, insurer chargebacks, claim payments, uninsured or underinsured amounts, full replacement value, loss of use, diminished value, and any other amounts you owe under this Agreement.
- "Authorized Driver" means only the verified Vyo account holder who initiated the specific rental through the Vyo mobile application and passed Vyo eligibility, identity, payment, proximity, QR, and biometric checks for that rental.
- "LSV" means a low-speed vehicle or similar street-legal electric vehicle that may be legally operated only under applicable federal, state, and local law and only in lawful areas.
- "Property Partner" means any apartment community, condominium, hotel, resort, HOA, club, private property owner, property manager, landlord, ground lessor, business, sponsor, host, advertiser, site owner, or other location partner that authorizes or facilitates Vyo deployment, parking, charging, access, advertising, resident access, guest access, or vehicle availability.
- "Released Parties" means Vyo; its parents, subsidiaries, affiliates, owners, officers, directors, employees, contractors, agents, vendors, insurers, reinsurers, licensors, attorneys, claims administrators, technology providers, payment processors, identity verification providers, biometric providers, camera/telemetry providers, mapping/routing providers, cloud/data-storage providers, roadside/recovery providers, towing providers, repair providers, vehicle manufacturers and dealers, advertising partners, Property Partners, property owners, property managers, landlords, ground lessors, HOAs, condominium associations, apartment communities, hotels, resorts, clubs, security providers, parking operators, advertisers, 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 each of their respective successors and assigns.

- "Vehicle" means any Vyo LSV, golf cart-style LSV, electric vehicle, battery system, lithium battery pack, charging equipment, charger, charging cable, onboard hardware, internal compartment, electrical subsystem, wiring, fuse panel, DC-DC converter, telemetry device, camera, media center, biometric system, advertising display, app-connected equipment, accessories, keys, cards, QR codes, vehicle documents, and related OEM, aftermarket, custom-installed, or Vyo-installed equipment provided or made available by Vyo.

5. Eligibility; Account Requirements; No Anonymous Use

You may use Vyo only if all eligibility requirements are satisfied continuously before and during each rental. Vyo may deny, suspend, terminate, restrict, or re-check access at any time for safety, fraud prevention, risk, insurance, compliance, property, payment, or operational reasons.

- You must be at least 21 years old, or older if Vyo or applicable law requires a higher minimum age.
- You must possess, carry, and maintain a current, valid U.S. driver license that authorizes you to operate the Vehicle in the jurisdiction where the rental occurs. Learner permits, expired licenses, suspended licenses, revoked licenses, fraudulent licenses, or restricted licenses that do not permit the rental use are not allowed.
- You must complete and pass all identity, driver-license, liveness, facial recognition, fraud-risk, payment, account, and property-access checks required by Vyo or its providers.
- You must have an active Vyo account in good standing and a valid payment method on file at all times.
- You must be a current 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.
- You must not be under the influence of alcohol, drugs, controlled substances, medication, fatigue, illness, distraction, or any condition that could impair safe vehicle operation.
- You must truthfully provide and maintain your full legal name, date of birth, phone number, email address, home address, driver-license data, payment data, and any other information Vyo requires.

Changing your street address in the app is permitted only once every 180 days unless Vyo allows otherwise. This address restriction is designed to preserve property-specific access controls and community-only vehicle access. You are responsible for ensuring the address you enter is your current valid home address and that you remain eligible to access vehicles for your property or community.

6. Property-Restricted Access; No Property Rights

Vyo Vehicles are property-anchored and access-restricted. Vehicles must be initiated only from an authorized Vyo deployment location and returned only to the same originating location or another location expressly authorized by Vyo for that specific rental.

Your ability to access a Vehicle at or near a Property Partner location does not give you any leasehold, tenancy, guest, parking, storage, access, amenity, invitee, license, or property right against Vyo, the Property Partner, property owner, property manager, HOA, landlord, ground lessor, or any other party. Property access is controlled by the applicable property rules, and Vyo may deny or revoke access at any time.

You are solely responsible for complying with all property rules, gate rules, parking rules, amenity rules, noise rules, quiet-hours rules, residential rules, guest rules, HOA rules, and security instructions. You must not use Vyo to enter, remain on, park on, cross, or use any private property, parking lot, driveway, service road, access road, garage, valet area, sidewalk, walkway, easement, restricted zone, or controlled-access area unless you have lawful permission independent of Vyo.

7. Vehicle Type; Low-Speed Vehicle Operating Limits

Vyo Vehicles are low-speed vehicles designed for lawful low-speed roadway environments, not full-speed automobiles 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. The current primary Vehicle type is a four-seat

golf cart-style street-legal electric LSV with a maximum legal vehicle speed of 25 MPH, subject to vehicle model, battery state, terrain, load, software, and applicable law.

You are solely responsible for determining whether the Vehicle may be lawfully operated on each road, route, crossing, parking area, private road, public street, service road, property area, or destination. In Florida, and in any other jurisdiction with similar rules, you must operate only where LSV operation is legal, including streets posted 35 MPH or less where LSVs are permitted by the applicable jurisdiction, and you must comply with all state, county, municipal, property, and local restrictions, posted signs, traffic laws, closures, and lawful instructions.

You must never treat the Vehicle as a normal full-speed car. You must not travel along or turn onto roads posted above 35 MPH or roads where LSVs are not permitted. 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 must avoid highways, freeways, expressways, restricted bridges, tunnels, restricted lanes, bicycle-only areas, sidewalks, beaches, parks, trails, flooded areas, off-road areas, or any route where LSV operation is not lawful or safe. You must not attempt to exceed the Vehicle speed governance, defeat safety limitations, alter the Vehicle, tow anything, push anything, or operate beyond the Vehicle design limits.

8. Rental Start; Unlock; Physical Presence; QR Binding; Biometric Ignition

A rental may begin only through the Vyo mobile application and only when Vyo determines that all required conditions are satisfied. Vyo may require GPS proximity, device proximity, encrypted Bluetooth/BLE handshake, QR code scan, identity status confirmation, age confirmation, driver-license status confirmation, payment-method validity, account status, property eligibility, vehicle health, vehicle availability, and biometric verification.

You may not initiate a rental remotely, through another person, by spoofing location, through a borrowed device, by sharing credentials, by bypassing the app, by interfering with hardware, or by using any method other than the Vyo-approved rental flow.

Vehicle ignition, restart, and/or continued operation may require facial recognition, liveness, camera verification, PIN verification, or other identity checks. If verification fails, the Vehicle may remain locked, be placed in restricted mode, be prevented from restarting, or be immobilized when stationary and safe to secure. You agree that these controls are safety and security measures, not guarantees that unauthorized use, accidents, misuse, or identity mismatch will always be prevented.

9. Authorized Driver Only; No Driver Swapping

ONLY THE AUTHORIZED DRIVER MAY OPERATE THE VEHICLE. No passenger, friend, spouse, family member, property staff member, valet, guest, resident, child, employee, contractor, or any other person may drive, steer, control, move, start, restart, park, reposition, or operate the Vehicle during your rental unless Vyo has separately verified and authorized that person for that exact rental in writing through the Vyo app.

Driver swapping is strictly prohibited. Account sharing is strictly prohibited. Allowing any other person to use your account, device, QR scan, biometric verification, PIN, payment method, or rental access is a material breach of this Agreement. You remain fully responsible for the Vehicle, all passengers, all third-party claims, all property damage, all injuries, all losses, all tickets, all charges, and all insurer/Vyo payments arising from any unauthorized access or operation, whether or not you are physically present in the Vehicle at the time.

10. Passenger Rules; Renter Responsibility for Passengers

Passengers are permitted only if the Vehicle has an available manufacturer-installed seat and seat belt for each passenger and passenger transport is lawful, safe, authorized by property rules, and not otherwise prohibited. The current Vehicle capacity is four people maximum, including the driver, unless the app, Vehicle label, or applicable law requires a lower limit. You must not exceed the seating, seat-belt, load, balance, or weight limits of the Vehicle.

- Children under 12 years old are not allowed to ride in the Vehicle at any time. Passengers under 16 years old 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. Passengers who are 16 or 17 years old may ride only if you have express verbal or written permission from that passenger's parent or legal guardian, and you accept full responsibility for that passenger's safety, conduct, supervision, consent status, and any claim arising from that passenger's presence in or around the Vehicle.

- Pets and animals are not allowed in the Vehicle at any time, except where Vyo is legally required to accommodate a service animal under applicable law.
- All occupants must remain seated with seat belts properly fastened whenever the Vehicle is moving.
- No passenger may stand, sit on another person, ride on the exterior, hang out, lean out, sit on a lap, ride in a cargo area, obstruct the driver, obstruct any camera or safety system, or interfere with Vehicle operation.
- You may not pick up strangers, solicit passengers, charge passengers, accept tips or compensation, operate as a shuttle, operate as rideshare, provide paid transportation, provide delivery services, or use the Vehicle for any commercial passenger or cargo activity.

Because passengers do not necessarily create Vyo accounts or sign Vyo documents, you are the person contractually responsible for them. To the fullest extent permitted by law, you agree to defend, indemnify, reimburse, and hold harmless the Released Parties for any claim, demand, injury, death, loss, property damage, expense, or dispute brought by or related to any passenger, guest, invitee, child, animal, unauthorized driver, or person you allow near, in, or on the Vehicle.

Before allowing any passenger to enter or remain in the Vehicle, you must provide passenger notice substantially conforming to Exhibit B of the Vyo Liability Waiver, which is incorporated into this Agreement by reference. By pressing "AGREE & BEGIN RENTAL," you certify that you have provided or will provide that notice before any passenger enters or remains in the Vehicle, even if Vyo does not separately ask whether passengers are present. The notice must inform passengers that the Vehicle and surrounding area may be monitored and recorded by interior cameras, forward-facing cameras, dash cameras, motion-detection systems, GPS, telemetry, facial-verification systems, and cloud or local storage systems; that audio recording is disabled for Florida rentals unless Vyo later enables lawful consent/notice controls; and that audio-capable systems may be enabled where lawful. You must not allow any passenger to ride if that passenger objects to recording, data collection, evidence preservation, Vyo rules, seat-belt requirements, or this passenger notice. You are solely responsible for your passengers, including their conduct, consent, safety-rule compliance, claims, injuries, losses, property damage, and any allegation that a passenger was not notified of camera, audio, biometric, GPS, telemetry, or data practices. Your failure to actually provide this notice before a passenger rides is a breach of this Agreement and does not void, reduce, or limit your indemnification, reimbursement, defense, or hold-harmless obligations under this Agreement or the Liability Waiver for that passenger, that passenger's claims, or any related third-party claims.

11. Pricing; Taxes and Fees; Property-Sponsored Rentals

Vyo may offer more than one pricing model. The pricing model shown in the app or applicable to your property controls the standard rental charges for that rental, subject to this Agreement and the Fee Schedule.

11.1 User-Paid Rental Model

Under the user-paid model, you are charged the base fee, included-time amount, per-minute or time-based rate, taxes, fees, and other charges displayed in the app before you accept the rental. The app may display an all-in example or estimate for multi-hour use, but examples, countdowns, timers, taxes/fee estimates, battery/range displays, and projected totals are estimates only. You agree to the pricing, fee disclosures, taxes, fixed fees, per-minute charges, and other amounts shown in the app for the applicable rental, together with all Additional Charges allowed under this Agreement. The rental automatically ends only when the Vehicle is returned to the rental start location and plugged into its charger, subject to Vyo system confirmation.

11.2 Taxes and Fees

The app may charge a percentage-based fee on the rental subtotal, a fixed per-rental fee, taxes, assessments, surcharges, processing charges, operations charges, maintenance charges, insurance-related charges, technology charges, property-related charges, or other expenses shown in the app, Fee Schedule, or rental record. Amounts described as taxes and fees may include taxes, pass-through charges, recovery charges, processing, operations, maintenance, insurance, technology, property-related charges, or other Vyo costs unless a charge is specifically identified as a government tax.

11.3 Property-Sponsored / No-Rental-Fee Model

Under a property-sponsored model, a Property Partner may pay Vyo a recurring or monthly amount so that eligible users are charged no standard rental fee or a reduced standard rental fee. Even if you pay no standard rental fee, you remain fully responsible for all Additional Charges, including damage, loss, misuse, tickets, towing, impound, recovery, charging failure, lost Vehicle use, cleaning, administrative costs, collection costs, and all other amounts caused by or

associated with your rental, your passengers, your breach, your misuse, your failure to report, or your failure to return/charge the Vehicle properly.

11.4 Timer and Duration

Any active timer, countdown, elapsed-time display, battery display, range estimate, or pricing display in the app is an approximation. Actual rental start time, end time, duration, and final charges are determined by Vyo records after the rental has ended, including app records, vehicle telemetry, GPS records, charger connection records, payment records, manual review, and system logs.

12. Payment Method; Stripe Authorization; Future Charges; Chargebacks

You must maintain a valid payment method on file at all times. By adding, scanning, entering, tokenizing, saving, or using a payment card or payment method, you authorize Vyo and its payment processors, including Stripe or any replacement provider, to store a tokenized payment method and charge it for all present and future amounts you owe under this Agreement, including amounts charged after a rental ends or after your account is suspended or terminated.

This authorization includes off-session charges, delayed charges, incremental authorizations, pre-authorizations, deposits, holds, failed-charge retries, damage charges, citations, tolls, towing, impound, recovery, cleaning, charging-related fees, loss-of-use charges, insurance deductibles or reimbursement, administrative fees, taxes, fees, collections, and attorney fees. Vyo may charge any payment method on file without obtaining a new signature for each charge, to the fullest extent permitted by payment-network rules and applicable law.

Card scanning, card entry, wallet payments, payment tokens, and payment processing may be handled by Stripe or another third-party processor. Vyo does not need to receive or store your full card number to charge you through a processor token. You consent to Vyo sharing billing, rental, fraud, risk, account, and transaction information with its payment processors, banks, card networks, collection vendors, insurers, attorneys, and dispute-resolution providers as needed.

You may not use a stolen, unauthorized, fraudulent, invalid, prepaid, mismatched, expired, or third-party payment method unless you have lawful authority and Vyo accepts it. Vyo may require that your payment method match your verified identity.

If you dispute a charge, you must first contact Vyo through the app or hello@vyorides.com and provide a good-faith explanation. You may not submit false, fraudulent, or bad-faith chargebacks. You remain responsible for valid charges, chargeback fees, collection costs, administrative costs, attorney fees, and all expenses incurred to recover amounts owed.

13. Pre-Authorization; Deposits; Holds

Before or during any rental, including a property-sponsored or no-standard-rental-fee rental, Vyo may place a payment-method authorization, deposit, hold, or verification charge to confirm payment validity and secure potential charges. The amount, timing, release, and reauthorization of holds may vary based on your risk profile, property, rental, Vehicle, account history, payment method, applicable law, and processor/bank timing. Vyo is not responsible for overdraft fees, bank fees, card declines, delayed hold releases, or financial consequences caused by your bank, card issuer, payment processor, or insufficient funds.

14. Vehicle Inspection; Pre-Rental Photos; Damage Reporting

Before operating the Vehicle, you must inspect it and the surrounding area for visible damage, missing equipment, unsafe conditions, flat tires, low battery, broken lights, seat-belt issues, charger damage, camera obstruction, vandalism, debris, or any other condition that could affect safe operation or billing. If you observe damage or an unsafe condition, you must immediately report it through the app, submit photos where requested, and not operate the Vehicle unless Vyo confirms that you may proceed.

If you start or operate a Vehicle without reporting pre-existing damage or unsafe conditions, you acknowledge that the Vehicle appeared acceptable for rental and that unreported damage discovered later may be treated as arising during your rental unless Vyo determines otherwise based on its records.

If damage, loss, malfunction, warning lights, collision, charger issue, abnormal noise, battery issue, camera issue, telemetry alert, property damage, or injury occurs during your rental, you must immediately stop when safe, contact Vyo

support through the app, follow Vyo instructions, submit photographs, and preserve evidence. You may not continue using a damaged or unsafe Vehicle unless Vyo expressly authorizes continued use.

15. Return-to-Origin; Charging; Rental End; Manual End

Each rental is closed-loop and return-to-origin. You must return the Vehicle to the exact originating Vyo location, designated stall, or assigned charger shown in the app unless Vyo expressly directs otherwise. You must park lawfully and safely, connect the Vehicle to its assigned charger, ensure the charging cable is properly connected, ensure the Vehicle is secured, remove your personal items, and complete all app end-rental steps.

A rental is not finally ended merely because you stopped driving, parked nearby, pressed a manual button, lost app connection, walked away, depleted the battery, abandoned the Vehicle, contacted support, or believe the rental should be over. The rental ends only when Vyo systems or Vyo manual review confirm that the Vehicle has been returned, parked in the correct location, connected to the charger where required, and secured, or when Vyo otherwise determines in writing that the rental is closed.

The app may include a manual end-rental button for technical issues. Using that button does not excuse failure to return, secure, report, or charge the Vehicle. If a technical issue prevents automatic rental closure, you must contact Vyo support immediately and cooperate until Vyo confirms closure or gives further instructions.

You are responsible for all costs caused by failing to return, secure, plug in, charge, or properly end the rental, including recovery, towing, impound, dead-battery retrieval, property charges, lost Vehicle use, inspection, cleaning, repair, administrative time, and damage occurring before Vyo regains custody or confirms closure.

16. Navigation, Mapping, Red Roads, GPS, Geofencing, Battery Range, and Software Disclaimer

Vyo may provide maps, route suggestions, Valhalla-based or other routing, GPS location, geofencing alerts, red-road overlays, prohibited-road markings, battery range estimates, safe-return circles, route lines, warnings, prompts, and other app or Vyo Go guidance. These tools are provided only for convenience and risk reduction. They are not legal advice, are not guaranteed to be accurate, complete, current, available, or error-free, and are not a substitute for your own judgment, posted signs, traffic laws, roadway conditions, local restrictions, or safe driving obligations.

Navigation and road data may be inaccurate, incomplete, delayed, unavailable, or legally outdated. You alone are responsible for driving only where LSV operation is lawful, including roads posted at 35 MPH or less where LSVs are permitted, and for strictly obeying all traffic signs, laws, closures, traffic controls, and road conditions. Any road segments marked in RED on the map are strictly prohibited and off-limits. Even if a plotted route, app instruction, route line, recalculation, or navigation prompt shows driving on a red segment, higher-speed road, restricted area, private road, closed route, unsafe area, or unlawful route, you must not enter it.

The absence of a red marking, alert, warning, geofence, or app restriction does not mean a road, route, destination, parking lot, private road, service road, driveway, crossing, property area, or maneuver is legal, safe, authorized, or permitted for LSV use. If the route, map, or app directs you toward an unlawful, unsafe, private, closed, restricted, prohibited, or questionable 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.

Battery range, green circles, safe-return indicators, charge state, time remaining, route feasibility, and destination availability are estimates only. Hills, heat, weather, load, traffic, driving behavior, battery age, accessory use, route changes, detours, GPS drift, and software errors may reduce range. You remain responsible for preserving enough battery to return to the origin and charge the Vehicle. You are responsible for costs arising from battery depletion, immobilization, recovery, towing, loss of use, or failure to return and charge the Vehicle.

17. Safety Rules and Prohibited Uses

You must operate the Vehicle carefully, lawfully, and defensively at all times. You must comply with this Agreement, the app, the Vyo Go app, all posted signs, all traffic laws, all property rules, all police or lawful authority instructions, and all safety instructions.

17.1 Unauthorized Hardware, Electrical, Battery, and Technology Access; Technology Inspection and Restoration Charge

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. Prohibited compartments include any area of the Vehicle that is not the passenger cabin, standard renter-accessible storage cubby, or open cargo area, including under-seat areas housing vehicle systems, front storage wells containing vehicle systems, dash/internal panels, locked areas, hardware enclosures, battery/charger areas, wiring areas, any area secured by a Vyo lock or label, and any area not designated as renter-accessible in the app, Vehicle label, or Vyo materials. A missing label, unlocked cover, visible component, public Wi-Fi network, normal app interface, or accessible exterior surface does not authorize internal access, probing, connection, removal, copying, formatting, modification, or tampering. Incidental contact with an accessible exterior surface that does not result in access, modification, disconnection, damage, data access, or interference with the underlying system does not by itself constitute a violation. Any unauthorized access or attempted access is a material breach. Because the resulting inspection, diagnostics, downtime, chain-of-custody review, safety quarantine, electrical-risk evaluation, and technology restoration costs are difficult to calculate in advance, you agree to pay a minimum technology inspection and restoration charge of \$5,000 for intentional, reckless, or unauthorized internal, electrical, battery, or hardware access, to the fullest extent permitted by law. Based on Vyo's reasonable pre-deployment cost analysis for professional diagnostic evaluation, chain-of-custody review, safety quarantine, electrical-risk evaluation, and technology restoration work for LSV electrical, battery, camera, telemetry, and edge-computing systems, such work is expected to cost between \$2,500 and \$10,000 or more per event, and the \$5,000 minimum represents a reasonable conservative estimate of baseline costs. This charge is intended as liquidated damages for inspection, diagnostics, administrative response, evidence preservation, operational disruption, and baseline technology-restoration costs, and not as a penalty. It does not limit Vyo's right to recover separately identifiable repair costs, replacement costs, loss of use, towing, recovery, fire damage, battery damage, injury claims, third-party claims, insurance deductibles, attorney fees, collection costs, or other losses arising from separate damage, unsafe conduct, prohibited use, or breach. Vyo may apply any deposit, hold, preauthorization, credit, or stored payment method toward amounts owed.

17.2 Other Safety Rules and Prohibited Uses

In addition to the hardware, electrical, battery, and technology access restrictions in Section 17.1, the following uses are strictly prohibited:

- operation by anyone other than the Authorized Driver;
- operation while impaired, intoxicated, distracted, fatigued, medically unsafe, or under the influence of alcohol, drugs, controlled substances, medication, or any impairing condition;
- traveling along or turning onto roads posted over 35 MPH, roads where LSVs are not permitted, roads shown in red, sidewalks, beaches, trails, parks, off-road areas, highways, expressways, freeways, restricted bridges, tunnels, medians, bike-only paths, rail tracks, flooded roads, construction zones, closed roads, or any unsafe or unlawful area; however, you may cross a road posted over 35 MPH only at a designated intersection where crossing is permitted by law and traffic conditions allow safe crossing;
- transporting children under 12, 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, pets, animals, unseated passengers, passengers without seat belts, strangers, paying passengers, or more persons than available legal seats and seat belts;
- using the Vehicle as a taxi, rideshare, shuttle, jitney, valet, courier, delivery vehicle, advertising ride, passenger service, tour service, paid ride, compensated ride, tip-based ride, or commercial transport service;
- racing, speeding, stunt driving, drifting, hard cornering, hard braking for entertainment, reckless driving, distracted driving, phone use while driving, unsafe following, blocking traffic, road rage, or unsafe maneuvers;

- smoking, vaping, eating in a way that soils the Vehicle, littering, leaving trash, damaging advertising displays, or causing odors, stains, contamination, or excessive cleaning needs;
- tampering with, covering, disabling, obstructing, removing, unplugging, modifying, hacking, bypassing, or interfering with cameras, telematics, GPS, Vyo Go, biometric systems, QR codes, BLE systems, chargers, wiring, displays, ignition systems, speed governance, batteries, sensors, warning systems, geofences, or any Vyo equipment;
- using another person's account, device, card, license, face, identity, PIN, access credentials, property credentials, or payment method, or allowing another person to use yours;
- using the Vehicle after any warning light, safety alert, maintenance alert, low battery warning, biometric mismatch, route violation, geofence alert, collision, damage event, or instruction to stop unless Vyo expressly authorizes continued use;
- transporting hazardous materials, weapons, illegal substances, oversized cargo, unsecured cargo, heavy loads, open containers, or anything that may damage the Vehicle or create danger;
- pushing, towing, jump-starting, modifying, repairing, relocating by trailer, lifting, transporting, or servicing the Vehicle without Vyo authorization;
- parking unlawfully, blocking access, blocking emergency areas, blocking chargers, blocking handicap spaces, blocking driveways, parking in unsafe or unauthorized areas, or leaving the Vehicle unlocked, unplugged, unsecured, or unattended in a manner that exposes it to risk;
- using the Vehicle for criminal activity, fraud, harassment, trespassing, property violation, evading law enforcement, or any activity that violates law or this Agreement.

A prohibited use is a material breach. If a prohibited use occurs, you may lose any liability limitation, damage limitation, insurance benefit, waiver, promotional pricing, property-sponsored benefit, or account privilege that might otherwise apply. You remain fully liable for all resulting claims, losses, charges, and reimbursements to Vyo, Released Parties, insurers, Property Partners, and third parties.

18. Accidents, Injuries, Damage, Citations, Towing, Impound, Theft, and Incident Duties

If any accident, collision, injury, death, property damage, Vehicle damage, theft, attempted theft, vandalism, citation, stop by law enforcement, tow, impound, charger damage, warning event, camera event, biometric mismatch, geofence alert, battery depletion, breakdown, or other incident occurs, you must immediately:

1. stop as soon as it is safe and lawful;
2. call 911 or local emergency services if anyone may be injured, if property damage occurred, if required by law, or if law enforcement is needed;
3. notify Vyo through the app support channel as soon as safely possible;
4. use the in-app incident reporting tools and submit photos/videos of the scene, Vehicle, other vehicles, property damage, license plates, driver licenses, insurance information, road conditions, signs, witnesses, and all other requested information;
5. preserve evidence and do not delete, obstruct, alter, conceal, or tamper with app, vehicle, camera, telemetry, or incident data;
6. not admit fault, promise payment, settle, release claims, sign statements, abandon the Vehicle, leave the scene unlawfully, or bind Vyo, any Released Party, or any insurer;
7. cooperate with Vyo, insurers, attorneys, investigators, law enforcement, Property Partners, recovery vendors, and claims administrators; and
8. complete all reports, declarations, statements, insurer forms, police reports, and evidence requests within the time requested by Vyo or required by law.

If the Vehicle is immobilized because of battery depletion, malfunction, crash, damage, theft, weather, software issue, geofence issue, charger issue, user error, traffic, property issue, or any other reason, you are responsible for securing the Vehicle, notifying Vyo, cooperating with recovery, and obtaining your own alternative transportation. Vyo is not responsible for providing or paying for rideshare, taxi, shuttle, public transit, lodging, missed appointments, lost wages, inconvenience, delay, consequential damages, or alternative transportation costs.

You are responsible for all traffic citations, parking tickets, tolls, red-light violations, speed or camera enforcement, towing, impound, booting, storage, recovery, administrative charges, property charges, and legal consequences arising

from your rental, even if the notice is issued to Vyo, a Vehicle owner, or a Property Partner. Vyo may identify you as the responsible renter to government authorities, insurers, claimants, collection agencies, attorneys, and dispute-resolution providers.

19. Cameras, Video/Audio Recording, Facial Recognition, Identity Verification, and Data Consent

19.1 Express Consent to Camera, Video, Audio-Capable, Motion-Detection, and Evidence Systems

You expressly consent to Vyo and its service providers using interior cameras, forward-facing cameras, dash cameras, exterior/environment-facing cameras, motion-detection recording, incident-triggered recording, parking/security-mode recording, GPS, telemetry, vehicle sensors, app logs, biometric verification, microphones or audio-capable systems where enabled and lawful, and related cloud, local, removable-media, onboard, manufacturer, or third-party storage systems in connection with Vyo Vehicles and rentals. For Florida rentals, audio recording is disabled unless and until Vyo implements and enables legally sufficient consent and notice controls. If audio is lawfully enabled in any jurisdiction, your use of Vyo constitutes your consent to audio capture as stated in this Agreement, and you remain responsible for obtaining any required passenger consent before allowing passengers to ride.

These systems may record, capture, generate, process, store, transmit, preserve, review, and disclose your face, image, likeness, voice where audio is enabled and lawful, statements, movements, actions, driving behavior, passenger interactions, vehicle cabin activity, roadway environment, surrounding property areas, nearby persons or vehicles, GPS location, route, speed, braking, acceleration, cornering, impacts, warnings, alerts, attempted tampering, rental start/end activity, charger activity, and other operational or incident-related information. Recording may occur before, during, and after a rental, whenever the Vehicle is powered, accessed, moved, approached, tampered with, in security/motion-detection mode, involved in an incident, or otherwise configured to record under Vyo parameters.

Vehicle video, images, audio where enabled and lawful, metadata, and related evidence may be stored on local data cards, onboard storage, removable media, Vyo systems, vehicle hardware, BlackVue systems, dash-camera manufacturer systems, cloud storage, identity-verification systems, AWS Rekognition or replacement biometric providers, Plaid, Stripe, insurers, claims platforms, support systems, or other third-party systems Vyo uses now or later. You agree that Vyo may change camera, biometric, cloud, storage, hardware, dash-camera, payment, identity-verification, routing, telemetry, or evidence providers at any time and that your consent applies to replacement and additional providers used for the same or similar purposes.

19.2 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. The Camera, Facial Recognition, Telemetry, and Recording Acknowledgment in Exhibit C is incorporated into this Section and every rental.

19.3 No Expectation of Privacy in or Around Vyo Vehicles

You have no expectation of privacy in any Vyo Vehicle, in any app-controlled rental process, in any Vyo equipment, in any Vyo camera field of view, in any vehicle cabin, in any forward-facing or environment-facing footage, in any vehicle-access area, charger area, designated parking/return area, property deployment area, or area immediately surrounding a Vyo Vehicle, except to the limited extent non-waivable law provides otherwise. Vyo Vehicles are shared commercial rental vehicles equipped for safety, security, identity verification, asset protection, insurance defense, incident reconstruction, fraud prevention, and legal compliance. You must not use a Vyo Vehicle for any private,

confidential, illegal, sensitive, intimate, medical, financial, privileged, or other activity you do not want recorded or preserved.

19.4 Facial Recognition, Biometric Verification, and Written Release

You authorize Vyo and its providers to collect, capture, scan, receive, process, compare, convert, transmit, store where applicable, use, disclose, and rely on facial images, liveness checks, face geometry, biometric identifiers, biometric information, biometric comparison results, identity-verification results, driver-license verification results, and authentication logs for identity verification, driver eligibility, account security, vehicle access, ignition/restart authorization, continuous or randomized driver authentication, anti-fraud screening, unauthorized-driver detection, safety enforcement, incident response, claims, insurance, dispute resolution, legal compliance, and records retention. This paragraph is intended to operate as a written release, written consent, and signed authorization to the fullest extent required or permitted by biometric, privacy, consumer-protection, electronic-signature, and vehicle-rental laws.

Biometric and facial-recognition systems may be operated by Vyo, AWS Rekognition, Plaid, BlackVue or other camera/cloud providers, or any replacement or additional provider Vyo selects. Vyo may receive verification results, authentication logs, risk scores, timestamps, screenshots, images, clips, metadata, or other records depending on the provider and system configuration. Vyo may retain or cause retention of records for the period necessary for safety, fraud prevention, account administration, rental operations, insurance, claims, chargebacks, collections, investigations, legal holds, dispute resolution, arbitration, litigation defense, compliance, and other legitimate business purposes, unless a shorter period is required by non-waivable law.

Biometric Data Retention and Destruction Disclosure. This paragraph is intended to serve as Vyo's biometric retention and destruction disclosure within this Agreement and may be supplemented by the Vyo Privacy Policy and Terms of Service. Vyo may make this disclosure publicly available through the Vyo app, the rental-agreement URL, or any successor page where this Agreement is posted or made available. To the extent Vyo collects or stores biometric identifiers or biometric information from you, Vyo's purposes are identity verification, liveness detection, driver authentication, fraud prevention, safety, security, vehicle access, ignition/restart authorization, unauthorized-driver detection, incident review, claims defense, insurance, legal compliance, dispute resolution, and records retention. Vyo will not sell, lease, trade, or profit from biometric identifiers or biometric information in a manner prohibited by law. Vyo will retain biometric identifiers or biometric information only for as long as reasonably necessary for the purposes described above and, where a specific biometric law requires a shorter period, not longer than permitted by that law, subject to legal holds, claims, insurance, fraud/security investigations, law-enforcement requests, arbitration, litigation, regulatory, accounting, tax, and other non-waivable retention obligations. When retention is no longer necessary or permitted, Vyo will use commercially reasonable measures to permanently delete or de-identify biometric identifiers or biometric information under its control, while recognizing that third-party providers may control their own retention/deletion processes under their terms and applicable law.

19.5 Ownership, Access, Use, Disclosure, and Evidence Rights

As between you and Vyo, all cameras, recording systems, storage media, footage, clips, images, audio where enabled and lawful, telemetry, GPS logs, biometric verification results, app logs, vehicle logs, audit trails, incident packages, and related records generated by or for Vyo are Vyo operational, security, evidentiary, and business records. You do not own Vyo recording systems, storage media, or Vyo-generated rental records. Except where non-waivable law requires otherwise, you have no right to possess, control, alter, delete, suppress, demand, approve, license, restrict, monetize, or prevent Vyo from using, preserving, producing, or disclosing those records for permitted purposes.

You grant Vyo and the Released Parties an irrevocable, worldwide, royalty-free, fully paid, transferable, sublicensable license and consent to access, use, reproduce, store, copy, review, analyze, enhance, transcribe, excerpt, submit, disclose, and rely on recordings and related data for rental operations, identity verification, safety, security, customer support, risk scoring, vehicle monitoring, evidence preservation, insurance, claims, subrogation, chargebacks, collections, recovery, property-partner coordination, law-enforcement cooperation, regulatory compliance, legal notices, dispute resolution, arbitration, litigation defense, product improvement, internal training, audit, and business operations. You are not entitled to compensation, royalties, approval, notice, or accounting for these operational and legal uses, except where non-waivable law requires otherwise.

Vyo may disclose recordings and related records to insurers, reinsurers, brokers, claims administrators, attorneys, arbitrators, courts where required, law enforcement, regulators, property owners, property managers, recovery/towing

providers, repair providers, collection agencies, payment processors, identity-verification providers, biometric providers, camera/cloud providers, support vendors, and other persons or entities Vyo reasonably determines have a need to receive them for the purposes described in this Agreement or the Privacy Policy.

19.6 Release and Waiver of Recording, Privacy, Publicity, and Data Claims

To the fullest extent permitted by law, you waive, release, discharge, and agree not to sue or assert claims against Vyo or any Released Party arising out of or relating to the collection, recording, capture, processing, storage, transmission, review, use, disclosure, preservation, loss, deletion, overwriting, unavailability, inaccuracy, incompleteness, failure to capture, failure to preserve, or evidentiary use of camera footage, audio where enabled and lawful, images, likeness, voice, facial-recognition data, biometric verification data, telemetry, GPS, app data, payment data, identity-verification data, or rental records, including claims for invasion of privacy, intrusion upon seclusion, publicity rights, misappropriation of likeness, emotional distress, surveillance, wiretap/eavesdropping, data-access, data-deletion, biometric, consumer-protection, negligence, or similar theories, except to the extent such waiver or release is prohibited by non-waivable law.

You also agree that recordings and related records may show or describe you in unfavorable, embarrassing, disputed, or liability-relevant circumstances, including accidents, misuse, unsafe driving, intoxication indicators, passenger conduct, property damage, violations, arguments, statements, gestures, or enforcement events, and you release Vyo and the Released Parties from claims based on the existence, preservation, use, or lawful disclosure of those records for the purposes described in this Agreement.

19.7 Passenger and Third-Party Notice Responsibility

You are responsible for notifying all passengers before they enter or remain in the Vehicle that Vyo Vehicles may record video, images, motion events, interior/cabin activity, forward roadway views, surrounding property areas, GPS, telemetry, and incident data; that audio recording is disabled for Florida rentals unless Vyo later enables lawful consent/notice controls; that audio-capable systems may be enabled where lawful; and that such records may be stored locally, on removable media, in cloud systems, through BlackVue or other manufacturer systems, and through Vyo or third-party service providers. The passenger notice must substantially conform to Exhibit B of the Vyo Liability Waiver, which is incorporated by reference, and using that Exhibit B language constitutes compliance with the passenger-notice obligation. By pressing "AGREE & BEGIN RENTAL," you certify that you have provided or will provide the required passenger notice before any passenger rides, even if Vyo does not separately ask whether passengers are present. You must not allow any passenger to ride if that passenger objects to these practices. To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless Vyo and the Released Parties from any passenger or third-party claim alleging lack of notice, lack of consent, privacy violation, biometric violation, publicity-right violation, recording violation, wiretap/eavesdropping violation, or improper use or disclosure of recordings or related data arising from your rental.

19.8 System Limitations; No Promise of Monitoring or Preservation

Camera, audio-capable, biometric, GPS, telemetry, AI, and evidence systems are safety, security, identity, and claims tools. They are not guarantees that Vyo is monitoring every moment, preventing every risk, detecting every hazard, capturing every angle, preserving every clip, retaining every file, preventing overwriting, recording every incident, identifying every person, producing admissible evidence, or intervening in real time. Systems may be inaccurate, incomplete, intermittent, delayed, offline, obstructed, corrupted, overwritten, unavailable, disabled, affected by lighting/weather/connectivity/power/storage limits, or controlled in part by third-party providers. Upon the occurrence of any reported or detected incident, Vyo will use commercially reasonable efforts to preserve available footage and telemetry data related to that incident for the duration of any applicable claims period, insurer request, or legal hold. This preservation obligation applies only to data 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 has no liability for any recording gap, system failure, missing footage, provider outage, storage failure, data-card failure, cloud failure, delayed upload, overwrite before a preservation trigger, or inability to retrieve footage, except to the extent liability cannot be waived by law.

You must not cover, block, move, disable, unplug, tamper with, obscure, remove, damage, hack, bypass, or interfere with any camera, microphone or audio-capable system, facial-verification system, dash camera, data card, GPS, telemetry device, QR code, charger, display, or other Vyo equipment. Any tampering, obstruction, removal, or

interference is a material breach and may result in lockout, account termination, full financial responsibility, evidence-preservation action, charges, reporting to law enforcement, insurance consequences, and legal action.

19.9 Privacy Policy and Non-Waivable Rights

This Agreement is intended to obtain the broadest lawful consent, written authorization, written release, and waiver for Vyo camera, audio-capable, biometric, GPS, telemetry, payment, identity-verification, and rental-record practices. It is not a substitute for the Vyo Privacy Policy or any biometric, camera, payment, card-scanning, consumer-data, or state-specific notice required by law. Where non-waivable law requires an additional notice, disclosure, checkbox, consent, or policy, Vyo may provide or require that notice or consent before account creation, updated-document acceptance, unlock, riding in, or operation. If you do not consent to required identity, payment, camera, biometric, GPS, telemetry, and data processing, do not create an account, enter a Vehicle, ride in a Vehicle, or use Vyo.

20. Safety Systems; Remote Restrictions; No Guarantee

Vyo may use safety and security systems, including GPS, telemetry, geofencing, drive scoring, red-road overlays, camera events, biometric checks, AI-assisted alerts, human review, low-battery alerts, weather alerts, route prompts, account flags, vehicle health checks, maintenance lockout, remote restart prevention, and stationary immobilization. These systems are designed to reduce risk, support accountability, and protect assets.

You agree that no safety system is perfect. Vyo does not guarantee that any system will detect, prevent, warn, intervene, stop, immobilize, route around, or record every unsafe condition, unlawful route, unauthorized driver, property hazard, traffic hazard, weather hazard, road hazard, mechanical issue, battery issue, software issue, user error, third-party conduct, or accident. You remain solely responsible for safe and lawful operation.

Vyo may remotely restrict, lock, disable restart, immobilize when stationary and safe to secure, recover, tow, reposition, inspect, or remove a Vehicle for safety, theft, nonpayment, property restrictions, geofence violations, suspected tampering, prohibited use, law enforcement request, maintenance, insurance, account issues, battery concerns, or operational 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 must cooperate, safely respond to warnings, stop in a lawful and safe area, avoid traffic hazards, and must not interfere with recovery or immobilization. You remain responsible for alternative transportation and personal safety. Vyo is not liable for harm arising from Vehicle immobilization. Nothing in this Section is intended to release liability that applicable law does not permit to be released by private agreement.

21. Maintenance; Vehicle Availability; No Warranty

Vyo may inspect, maintain, flag, quarantine, remove, repair, disable, or make unavailable any Vehicle at any time. Vehicle availability is not guaranteed. Reservations, app displays, map locations, battery estimates, route suggestions, unlock capability, pricing displays, and vehicle status may change or be inaccurate.

Vyo provides Vehicles, apps, technology, routing, chargers, cameras, telemetry, and services on an "as is" and "as available" basis to the fullest extent permitted by law. Vyo disclaims all warranties not expressly required by law, including implied warranties of merchantability, fitness for a particular purpose, uninterrupted availability, error-free operation, route accuracy, map accuracy, battery accuracy, compatibility, safety-system perfection, and non-infringement.

You must immediately stop and report any apparent unsafe condition. You may not repair, modify, jump-start, tow, service, open panels, access wiring, replace parts, or attempt maintenance without Vyo authorization. Unauthorized repairs or modifications are at your sole risk and cost.

22. Damage, Loss, Theft, Loss of Use, Diminished Value, and Other Financial Responsibility

You are financially responsible for all physical damage to, loss of, theft of, misuse of, or contamination of the Vehicle and related equipment occurring during your rental or arising from your rental, whether caused by you, a passenger, an unauthorized driver, a third party, vandalism, weather, unknown causes, or any other cause, except to the extent Vyo determines that the damage was pre-existing and properly reported before your rental began or that applicable law requires a different allocation.

Your responsibility includes, without limitation: repair cost; replacement cost up to full replacement value; loss of use; diminished value; towing; recovery; storage; impound; inspection; appraisal; administrative costs; claims handling; expert fees; battery damage; charger damage; charging equipment damage; camera/telemetry/GPS/display damage; tire/wheel damage; windshield/glass damage; seat-belt damage; upholstery damage; advertising display damage; property damage; cleaning; odor removal; biohazard cleaning; citations; tolls; taxes; fees; third-party claims; insurer deductibles; insurer reimbursement; and attorney fees.

If the Vehicle is not recovered, is stolen, is declared a total loss, is materially damaged, has unrepaired damage that makes repair uneconomical, or cannot be returned to service, you may be responsible for full replacement value, including the Vehicle, accessories, installed hardware, cameras, telemetry, displays, chargers, setup costs, registration/title costs, taxes, transport, and other costs required to replace or restore Vyo to its prior position.

Any damage waiver, damage limitation, insurance benefit, promotional protection, property-sponsored benefit, or other limitation applies only if expressly offered by Vyo and only if you fully comply with this Agreement, the Liability Waiver, the app rules, the Fee Schedule, incident duties, payment duties, reporting duties, and applicable law. Any limitation may be void if you breach this Agreement, use the Vehicle in a prohibited way, fail to report, allow an unauthorized driver, tamper with systems, operate unlawfully, operate while impaired, fail to return or charge, or fail to cooperate.

Renter Cost Recovery; Minimum Charges. You are 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 this Agreement or the Liability 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. To the fullest extent permitted by law, Vyo may charge any payment method on file and may recover attorney fees, expert fees, collection costs, arbitration/court costs, and costs of enforcing this Agreement. 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.

23. Insurance; Claims; Policy Terms; Renter Reimbursement

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 Agreement is 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 Agreement is intended to disqualify, waive, cancel, impair, narrow, replace, or prevent that coverage solely because this Agreement also allocates financial responsibility to you. Any such coverage is controlled by the applicable policy, endorsements, exclusions, limits, deductibles, reservations of rights, claim duties, insurer decisions, and non-waivable law, not by any informal statement, app summary, property statement, support message, or this Agreement except to the extent the policy recognizes the rental agreement. Coverage may respond to covered claims while you remain responsible for deductibles, uncovered amounts, excluded losses, above-limit amounts, prohibited uses, noncooperation, unauthorized-driver events, chargebacks, reimbursement obligations, and amounts Vyo, an insurer, a Property Partner, or a Released Party is entitled to recover from you under this Agreement, policy terms, subrogation rights, or applicable law.

Vyo may submit, tender, administer, adjust, defend, settle, reserve, pay, recover, subrogate, or pursue any insurance or claims matter in Vyo's discretion and in coordination with its insurers, brokers, claims administrators, attorneys, repair vendors, recovery vendors, Property Partners, and Released Parties. You must cooperate fully with Vyo and all insurers, including by providing reports, statements, photographs, videos, license information, incident information, authorizations, and claim forms requested by Vyo or an insurer. You authorize Vyo to submit your identity, rental,

payment, GPS, telemetry, video, biometric, app, vehicle, and incident records to insurers, brokers, reinsurers, claims administrators, attorneys, repair vendors, recovery vendors, law enforcement, regulators, and dispute-resolution providers as needed for underwriting, coverage, claims, defense, reimbursement, subrogation, fraud prevention, legal compliance, and evidence preservation. Vyo's insurer retains all subrogation and reimbursement rights to the fullest extent permitted by the policy and applicable law.

Insurance may be used as one source of payment or defense, but it does not limit your responsibility for deductibles, uninsured or underinsured amounts, uncovered losses, excluded losses, policy chargebacks, loss of use, diminished value, administrative fees, damage outside coverage, prohibited use, unauthorized-driver events, impaired operation, intentional or reckless conduct, noncooperation, false statements, failure to report, failure to preserve evidence, failure to return or charge, third-party claims, insurer reimbursement, subrogation, or amounts Vyo is legally or contractually entitled to recover from you. If Vyo, any insurer, any Property Partner, or any Released Party pays or is required to pay any amount to a third party, government, claimant, passenger, property owner, lienholder, tow company, repair vendor, or other person arising from your rental, breach, prohibited use, fault, noncooperation, or legal obligation, you agree to reimburse that amount to the fullest extent permitted by law and applicable policy terms.

Florida PIP / No-Fault Coordination. For Florida rentals, to the extent a Vyo Vehicle is subject to Florida personal injury protection, property damage liability, or other financial-responsibility requirements, coverage, priority, coordination of benefits, exclusions, deductibles, claim duties, and payment obligations are governed by applicable law and Vyo's insurance policy. You are responsible for determining whether your personal automobile policy, personal injury protection coverage, health insurance, medical payments coverage, uninsured/underinsured motorist coverage, or other coverage applies to you or any passenger. Vyo makes no representation about the availability, priority, amount, or applicability of PIP, no-fault, health, personal auto, 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.

Unauthorized Driver / Biometric Error Coverage Coordination. If an unauthorized person operates a Vehicle because of biometric system error, technical failure, spoofing, account compromise, credential sharing, device misuse, or any other unauthorized-driver event, Vyo will cooperate with its insurer to determine coverage based on the specific policy terms and facts of the incident. This Agreement's indemnification, reimbursement, damage, and cost-recovery provisions apply to the extent coverage is excluded, limited, reserved, denied, subject to deductible, subject to subrogation, or otherwise recoverable by Vyo, an insurer, a Property Partner, or a Released Party.

24. Release of Liability and Assumption of Risk

Your separate Liability Waiver, Release, Assumption of Risk, and Indemnity Agreement is incorporated into this Agreement. This Section provides an additional release and assumption of risk and is intended to be read as broadly as permitted by law.

You voluntarily choose to use Vyo with full knowledge that operating or riding in an LSV involves inherent and non-inherent risks, known and unknown, foreseeable and unforeseeable, including serious bodily injury, death, property damage, collision, rollover, ejection, road hazard, traffic, negligent drivers, pedestrians, cyclists, weather, lightning, flooding, high winds, low visibility, darkness, mechanical failure, battery failure, charger failure, tire failure, brake failure, steering failure, software error, GPS error, routing error, red-road error, geofence error, biometric error, camera error, telemetry error, maintenance issue, user error, passenger conduct, third-party conduct, criminal acts, property hazards, and delayed emergency response.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ASSUME ALL RISKS ARISING OUT OF OR RELATED TO YOUR ACCOUNT, YOUR RENTAL, YOUR OPERATION OF OR PRESENCE IN OR NEAR A VEHICLE, YOUR PASSENGERS, YOUR ROUTE, YOUR USE OF THE APP, YOUR RELIANCE ON NAVIGATION OR SOFTWARE, YOUR PROPERTY ACCESS, AND ANY INCIDENT, INCLUDING RISKS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE, ALLEGED NEGLIGENCE, ACTS, OR OMISSIONS OF VYO OR ANY RELEASED PARTY.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE VYO OR ANY RELEASED PARTY FOR ANY CLAIM, LIABILITY, DEMAND, CAUSE OF ACTION, DAMAGE, LOSS, COST, EXPENSE, INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO VYO, THE APP, A VEHICLE, A PROPERTY PARTNER LOCATION, A RENTAL, YOUR OPERATION, YOUR PASSENGERS, ANY INCIDENT, ANY ORDINARY NEGLIGENCE OR ALLEGED ORDINARY NEGLIGENCE OF VYO OR A

RELEASED PARTY, OR ANY RISK DESCRIBED IN THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH RELEASE IS PROHIBITED BY APPLICABLE LAW.

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 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.

25. Limitation of Vyo Liability

To the fullest extent permitted by law, Vyo and the Released Parties are not liable for indirect, incidental, special, consequential, exemplary, punitive, multiple, or enhanced damages, including lost profits, lost wages, missed events, missed reservations, alternative transportation, rideshare costs, hotel costs, loss of use of your property, emotional distress not recoverable by law, inconvenience, delay, or data/technology disruption, even if advised that such damages may occur.

To the fullest extent permitted by law, the maximum aggregate liability of Vyo and the Released Parties to you for all claims arising out of or related to this Agreement, Vyo, the app, the Vehicle, a rental, a property, or any related service is limited to the greater of (a) the total standard rental fees actually paid by you to Vyo for the specific rental giving rise to the claim, excluding taxes, fees, deposits, reimbursements, damages, and third-party charges; or (b) \$100. This limitation does not expand Vyo liability where another provision provides a broader release or limitation.

26. Indemnity; Defense; Reimbursement

To the fullest extent permitted by law, you agree to defend, indemnify, reimburse, and hold harmless Vyo and all Released Parties from and against every claim, demand, action, arbitration, lawsuit, loss, liability, damage, injury, death, property damage, citation, fine, penalty, tow, impound, charge, lien, cost, expense, insurer payment, settlement, judgment, attorney fee, expert fee, and collection cost arising out of or related to:

- your account, rental, operation, route, parking, return, charging, use, misuse, or non-use of a Vehicle;
- your breach of this Agreement, the Liability Waiver, Terms of Service, Privacy Policy, app rules, payment terms, property rules, or law;
- any passenger, child, animal, guest, unauthorized driver, person you transport, person you allow near the Vehicle, or person using your account or device;
- injury, death, or property damage to you, your passengers, third parties, Property Partners, property owners, Vyo, or any Released Party;
- traffic offenses, parking violations, tolls, citations, law enforcement interactions, towing, impound, recovery, or government claims;
- damage, loss, theft, vandalism, contamination, battery depletion, charger damage, or technology/hardware damage;
- tampering, camera obstruction, biometric mismatch, unauthorized access, fraud, account sharing, chargebacks, false reports, or noncooperation;
- claims by passengers or third parties, including claims that Vyo or a Released Party was negligent in allowing access, providing a Vehicle, deploying at a property, designing software, routing, maintaining, monitoring, warning, responding, or enforcing safety systems.

Vyo may control the defense and settlement of any claim for which you owe indemnity. You may not settle or admit liability for Vyo or a Released Party without written consent. Your indemnity obligations survive termination, account closure, payment, insurance involvement, arbitration, and the end of any rental.

27. Property Partner Protections; Third-Party Beneficiaries

All Released Parties, including Property Partners and their owners, managers, landlords, HOAs, ground lessors, agents, employees, contractors, residents, affiliates, insurers, Fleet Captains, independent contractor fleet captains, on-site vehicle attendants, on-site logistics contractors, property staff acting in a Vyo-related support capacity, and successors, are intended third-party beneficiaries of all releases, assumptions of risk, limitations of liability, indemnities, waivers, payment obligations, property-access restrictions, arbitration obligations, class-action waivers, jury-trial waivers, and

evidence/data provisions in this Agreement and the Liability Waiver. Each Released Party may directly enforce those provisions without joinder of Vyo, to the fullest extent permitted by law.

No Property Partner is responsible for Vyo, the app, a Vehicle, a rental, your operation, your passengers, your route, your injuries, Vehicle availability, alternative transportation, charging, maintenance, Vyo fees, Vyo decisions, or Vyo technology merely because a Vehicle is located at or near the property. You release and indemnify Property Partners to the same extent you release and indemnify Vyo, except where prohibited by law.

You must not assert that a Property Partner owed you a transportation duty, common carrier duty, rental duty, maintenance duty, security duty, road-design duty, routing duty, charging duty, or app duty based solely on Vyo deployment, advertising, resident access, or property-sponsored pricing. You agree that Vyo and Property Partners are independent parties, and no agency, partnership, joint venture, employment, franchise, or transportation-provider relationship is created.

28. Personal Property; Lost Items

You are solely responsible for your personal property and passenger property. Vyo is not responsible for lost, stolen, damaged, abandoned, or recovered items left in or near a Vehicle, charger, property, parking area, or Vyo location. Vyo may dispose of items as permitted by law and may charge a recovery, shipping, storage, or administrative fee if it attempts to recover or return property.

29. Account Suspension; Termination; Collections

Vyo may suspend, restrict, terminate, deny, or condition your account or rental access at any time, with or without notice, for safety, fraud, payment, property, compliance, insurance, risk, drive score, repeated warnings, prohibited use, negative account history, law enforcement, vehicle availability, maintenance, or business reasons. Vyo has no obligation to provide future access, refunds, credits, or alternative transportation due to suspension, termination, or unavailability.

If you owe amounts to Vyo, Vyo may charge your payment method, suspend your account, withhold access, refer the debt to collections, report facts to insurers or claimants, pursue arbitration or court remedies where permitted, seek recovery of the Vehicle, seek injunctive relief, and recover collection costs, attorney fees, expert fees, arbitration fees, court costs, and administrative costs to the fullest extent permitted by law.

Account Compromise and Fraud Review. If you believe your Vyo account, device, payment method, credentials, or identity has been accessed or used without authorization, you must notify Vyo immediately through the app or hello@vyorides.com. Vyo may investigate using account records, device logs, IP address, user agent, Plaid/Stripe records, GPS/proximity data, QR/BLE events, biometric records, camera/telemetry records, payment records, and other available evidence. If Vyo determines that a rental was initiated through unauthorized access to your account and not through your negligence, credential sharing, device sharing, failure to secure your account/device, delay in reporting, breach of this Agreement, or misconduct by someone you allowed access to, Vyo will use commercially reasonable efforts to waive or reduce charges attributable to the unauthorized rental. This provision does not limit charges, damages, losses, deductibles, reimbursements, or claims caused by a person who gained access through your negligence, credential sharing, failure to secure your account/device, failure to report promptly, or any prohibited use.

30. Communications, Notices, Support, and Legal Notices

Vyo may contact you through the app, push notification, SMS/text, phone, email, in-vehicle system, support chat, mail, or other contact information you provide. You consent to transactional, safety, rental, billing, collection, incident, and account communications. You must keep your contact information current and monitor app and email notices.

Routine support must be submitted through the app or support channel. Legal notices to Vyo under this Agreement 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.

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

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES MOST DISPUTES TO BE RESOLVED BY FINAL AND BINDING INDIVIDUAL ARBITRATION, NOT IN COURT. IT ALSO WAIVES JURY TRIALS, CLASS ACTIONS, CLASS

ARBITRATION, REPRESENTATIVE ACTIONS, AND CONSOLIDATED CLAIMS EXCEPT AS EXPRESSLY ALLOWED BELOW.

31.1 Covered Disputes

You and Vyo agree that any dispute, claim, controversy, demand, or cause of action arising out of or relating to Vyo, this Agreement, the Liability Waiver, the Terms of Service, the Privacy Policy, any rental, any Vehicle, any accident, any injury, any death, any property damage, any payment, any fee, any account, any biometric or privacy issue, any camera or telemetry issue, any Property Partner issue, any insurance or claim issue, any alleged negligence, any product or software issue, and the interpretation, validity, enforceability, scope, delegation, termination, or breach of this Agreement must be resolved by binding individual arbitration, except for the limited exceptions in this Section.

31.2 FAA; Administrator; Rules

The Federal Arbitration Act governs this arbitration agreement to the fullest extent permitted by law. The arbitration will be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, as modified by this Agreement. If AAA is unavailable, refuses administration, or cannot administer the dispute, the arbitration will be administered by JAMS under its applicable consumer rules and minimum standards. If neither AAA nor JAMS can administer, the parties will confer in good faith to select a neutral provider, or a court with jurisdiction may appoint an arbitrator under the FAA.

31.3 Informal Notice and Good-Faith Resolution

Before filing arbitration, the claimant must send a written notice of dispute describing the claim, facts, requested relief, and contact information to the other party. Notices to Vyo must be sent to the notice address and email in this Agreement. The parties must attempt in good faith to resolve the dispute for at least 45 days after receipt before arbitration is filed, unless emergency injunctive relief is necessary or the claim would expire if not filed.

31.4 Small Claims and Emergency / Injunctive Relief

Either party may bring an individual claim in small claims court if the claim qualifies and remains only in small claims court. Vyo may seek temporary, emergency, preliminary, or injunctive relief in court for theft, non-return, unauthorized possession, tampering, intellectual property misuse, account abuse, fraud, safety threats, property interference, collection of a Vehicle, or enforcement of arbitration without waiving arbitration for the remaining dispute.

31.5 Individual Proceedings Only

All arbitration must be conducted only on an individual basis. You and Vyo waive the right to participate as a plaintiff, claimant, defendant, class member, private attorney general, representative, or party in any class action, class arbitration, collective action, consolidated action, mass action, representative action, or similar proceeding. The arbitrator has no authority to conduct class arbitration, consolidate claims, or award relief for anyone other than the individual claimant and respondent, except to the extent required by non-waivable law.

31.6 Jury Trial and Court Waiver

To the fullest extent permitted by law, you and Vyo knowingly and voluntarily waive any right to a jury trial and any right to have covered disputes decided by a court, except for small claims, emergency/injunctive relief, enforcement of arbitration, confirmation/vacatur of an award, or other court involvement that cannot lawfully be waived.

31.7 Fees, Location, Remote Proceedings, and Remedies

Arbitration fees will be allocated under the applicable consumer arbitration rules and applicable law. Vyo will pay arbitration costs that the administrator or law requires Vyo to pay. For Florida rentals and Florida claims, the legal seat of arbitration is Broward County, Florida as stated in Section 32. Hearings may be conducted remotely by video, telephone, documents-only submission, or other remote method unless the arbitration administrator requires an in-person hearing, in which case the in-person location for Florida rentals will be Broward County, Florida, or another location agreed by the parties. For non-Florida deployments, if an in-person hearing is required, it will occur in the county where you reside, the county where the rental occurred, or another location the arbitrator determines is fair under the applicable consumer rules. The arbitrator may award any individual relief available in court under applicable law but may not award class, representative, or non-party relief.

31.8 Delegation

Except as otherwise required by law, the arbitrator has exclusive authority to decide all threshold issues relating to the interpretation, validity, enforceability, scope, unconscionability, arbitrability, revocability, or formation of this arbitration agreement, including any claim that all or part of this arbitration agreement is void or voidable. Challenges to the unconscionability or enforceability of the class-action waiver itself, as distinct from the unconscionability of the overall

arbitration agreement, must be decided by a court of competent jurisdiction. All other threshold arbitrability issues, including the scope, formation, and validity of this arbitration agreement, are delegated to the arbitrator.

31.9 Mass Arbitration Procedure

If 25 or more similar arbitration demands are filed by or with the same or coordinated counsel or organization, the parties agree that the administrator may apply reasonable mass-arbitration procedures, batching, bellwether proceedings, fee staging, mediation, or other procedures designed to resolve disputes efficiently, fairly, and consistently with applicable consumer arbitration standards. No batching or mass-arbitration procedure may authorize class arbitration or representative relief unless required by non-waivable law.

31.10 Opt-Out

You may opt out of this arbitration agreement only by sending written notice to Vyo within 30 days after your first acceptance of this Agreement. The notice must include your full name, phone number, email address, account identifier if available, and a clear statement that you opt out of arbitration. Send the notice to Vyo Corp, 10179 E Cortez Dr, Scottsdale, AZ 85260, and hello@vyorides.com. Opting out of arbitration under this Agreement also opts you out of the arbitration provisions in the Liability Waiver for the same account and same version, and opting out under the Liability Waiver also opts you out under this Agreement. Opting out affects only arbitration; it does not affect the release, assumption of risk, indemnity, payment obligations, class-action waiver to the extent separately enforceable, jury trial waiver to the extent separately enforceable, or any other term. A timely opt-out from an earlier version of this arbitration agreement does not automatically opt you out of arbitration provisions in any updated version of this Agreement. If Vyo updates the arbitration agreement, class-action waiver, or jury-trial waiver, you may opt out of the updated provision only by the method and within the time stated in the update notice. If you do not properly opt out within the applicable 30-day period or update-specific period, this arbitration agreement applies.

31.11 Severability

If any part of this arbitration agreement is found unenforceable, the unenforceable part will be severed and the remaining parts enforced to the fullest extent permitted by law. If the class-action waiver is found unenforceable for a particular claim, that claim must proceed in court only to the extent required by law, and any individual arbitrable claims must proceed in arbitration first unless the court or arbitrator determines otherwise.

32. Governing Law; State and Local Law; Florida Launch Rules

The Federal Arbitration Act governs the arbitration agreement to the fullest extent permitted by law. For rentals that begin, end, are scheduled to begin or end, physically occur in Florida, or give rise to a claim connected to a Florida Vehicle, Property Partner location, charging location, incident, accident, citation, route, recording, biometric event, or rental activity, Florida law governs contract interpretation, substantive rights, vehicle-operation rules, local compliance, accident duties, insurance coordination, and non-arbitration issues, except to the extent the Federal Arbitration Act, other federal law, or other non-waivable law controls. For rentals that begin outside Florida, the law of the state where the rental begins governs vehicle-operation rules, local compliance, accident duties, and non-waivable consumer protections unless a state-specific addendum states otherwise. The law applicable to Vyo's entity status governs only Vyo's internal corporate status and corporate governance matters.

For any rental that begins, ends, is scheduled to begin or end, or physically occurs in Florida, and for any claim arising out of a Vehicle, Property Partner location, charging location, incident, accident, citation, route, recording, biometric event, or rental activity in Florida, the legal seat of arbitration is Broward County, Florida. Hearings may be conducted remotely by video, telephone, or document submission unless the arbitration administrator requires an in-person hearing, in which case the in-person hearing location will be Broward County, Florida, or another location agreed by the parties. Any court action permitted under this Agreement, including small claims, emergency relief, injunctive relief, compelling arbitration, enforcing an arbitration award, or other non-arbitrable proceeding, must be brought exclusively in the state or federal courts serving Broward County, Florida, to the fullest extent permitted by law and subject to personal jurisdiction and non-waivable venue rules.

You must comply with all federal, state, county, city, municipal, HOA, property, roadway, parking, traffic, insurance, licensing, LSV, golf cart, low-speed vehicle, and local rules applicable to the Vehicle and rental location. If local law is stricter than the app, this Agreement, or Vyo instructions, local law controls and you must comply with the stricter rule.

For Florida rentals, Vyo Vehicles are operated as low-speed vehicles under applicable state law, not as full-speed automobiles or ordinary non-street-legal golf carts. You must operate only where LSV operation is lawful, including streets posted 35 MPH or less where LSVs are permitted by the applicable jurisdiction; 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 must have a valid driver license in your immediate possession; you must comply with all required LSV, traffic, parking, seat-belt, equipment, roadway, and local restrictions; and you must not rely on Vyo navigation as a legal determination.

Vyo may add state-specific addenda as operations expand. If a state-specific addendum applies, it is incorporated into this Agreement and controls to the extent it modifies this Agreement for that state.

33. Changes to Agreement; Version Control

Vyo may update this Agreement, the Liability Waiver, Terms of Service, Privacy Policy, Fee Schedule, safety rules, app flows, and incorporated policies from time to time. Updates may be provided through the app, website, email, push notice, in-vehicle display, or other reasonable method. Unless a different effective date is stated, updated terms become effective when posted or presented and accepted in the app. Material updates, including any change to the arbitration agreement, class-action waiver, or jury-trial waiver, require affirmative in-app acceptance before the next rental begins and will not be effective against you solely through continued use. Non-material updates may be accepted through account use, rental use, or other reasonable method where permitted by law. Each rental is governed by the version accepted or in effect for that rental, subject to mandatory law.

34. Severability; No Waiver; Assignment; Entire Agreement

If any provision is found invalid, illegal, or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, and the remaining provisions will remain in effect. Vyo's failure to enforce a term is not a waiver. Vyo may assign this Agreement or rights under it to an affiliate, successor, insurer, purchaser, lender, collection agency, or assignee. You may not assign or transfer your rights or obligations without Vyo's written consent.

This Agreement and incorporated documents are the entire agreement between you and Vyo regarding rentals and supersede prior or inconsistent statements, except that separate written agreements signed by Vyo may supplement this Agreement. Headings are for convenience only. The words "including" and "includes" mean "including without limitation." Provisions intended to survive will survive, including payment, damage, insurance, data, release, assumption of risk, limitation of liability, indemnity, arbitration, class waiver, jury waiver, governing law, collection, and evidence provisions.

35. Per-Rental Safety Reaffirmation Language

Before unlocking or beginning a rental, Vyo will present required safety acknowledgments, slides, checkboxes, prompts, warnings, or confirmations, which must be viewed and accepted before the "AGREE & BEGIN RENTAL" button becomes active or before Vyo permits the Vehicle to unlock or the rental to begin. By pressing "AGREE & BEGIN RENTAL," you certify that you viewed, had the opportunity to review, understood, and accepted all required safety acknowledgments, slides, prompts, warnings, and confirmations for that rental. These prompts are incorporated into this Agreement and are binding each time you press "AGREE & BEGIN RENTAL," even if Vyo presents a shorter, app-formatted, or updated version:

- You confirm that you are at least 21 years old, have a valid driver license, and can legally operate a vehicle.
- Children under 12 years old and pets are NOT ALLOWED to ride in the Vehicle at any time. Passengers under 16 require a parent/legal guardian in the Vehicle or you must be that passenger's parent/legal guardian. Passengers age 16 or 17 require parent/legal guardian permission, and you are responsible for all passengers and passenger claims.
- Changing drivers during a rental is strictly prohibited. ONLY YOU, the original renter, may operate the Vehicle, and driver verification may be performed at any time during the active rental.
- You must operate the Vehicle ONLY where LSV operation is lawful, including roads with a speed limit of 35 MPH or less where LSVs are permitted, obeying all traffic laws and posted signage. The legal maximum speed of the Vehicle is 25 MPH. You may cross roads over 35 MPH only at designated intersections where crossing is lawful and safe; you may not travel along or turn onto those roads.
- The green circle shown on the map is a battery/range estimate only. Red roads or red segments shown on the map are NOT permitted for Vehicle operation. The absence of red markings does not guarantee legality or safety.

- You must inspect the Vehicle for damage and submit photos if needed before operation. If damage occurs during a rental, you must contact support and submit photos promptly.
- You consent to in-vehicle and vehicle-area camera, video, motion-detection, GPS, telemetry, facial-verification, biometric, local data-card storage, cloud storage, BlackVue or other camera-provider storage, Vyo systems, and third-party provider systems used for safety, security, verification, evidence, insurance, claims, disputes, and legal compliance. Audio recording is disabled for Florida rentals unless Vyo later enables lawful consent/notice controls; audio-capable systems may be enabled where lawful.
- You confirm that you are NOT under the influence of drugs, alcohol, medication, fatigue, or any substance or condition that may impair your ability to operate a motor vehicle, and that you are legally permitted to drive.
- You must unplug the Vehicle to unlock and start a rental, and the rental will automatically end only when the Vehicle is returned to the same place your rental began and is plugged into the charger, subject to Vyo system confirmation.
- By pressing AGREE & BEGIN RENTAL, you reaffirm your agreement to be bound by the Rental Agreement, Liability Waiver, Terms of Service, Privacy Policy, payment authorization, arbitration agreement, class-action waiver, and all Vyo rules. You also certify that you will provide the required passenger notice before any passenger enters or remains in the Vehicle.

36. Acceptance

BY ACCEPTING THIS AGREEMENT, CREATING OR USING A VYO ACCOUNT, PRESSING "AGREE & BEGIN RENTAL," UNLOCKING, ACCESSING, RIDING IN, OR OPERATING A VYO VEHICLE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THIS RENTAL AGREEMENT, INCLUDING THE RELEASE OF LIABILITY INCLUDING CLAIMS BASED ON VYO'S OWN ORDINARY NEGLIGENCE, ASSUMPTION OF RISK, INDEMNITY, PAYMENT AUTHORIZATION, BIOMETRIC / FACIAL-RECOGNITION / CAMERA / VIDEO / AUDIO-CAPABLE RECORDING / GPS / TELEMETRY CONSENT, PASSENGER NOTICE RESPONSIBILITY, MANDATORY INDIVIDUAL ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER.

EXHIBIT A - FEE SCHEDULE AND CHARGE CATEGORIES

This Fee Schedule is incorporated into the Agreement. Specific amounts, percentages, included-time periods, per-minute rates, preauthorization amounts, fixed fees, and charge categories may vary by property, Vehicle, city, state, promotion, insurance program, pricing model, user risk profile, account status, and rental record. The amounts displayed in the Vyo app before rental acceptance, together with this Agreement, control the applicable standard rental charges for that rental.

- Base rental fee: the base fee or included-time amount displayed in the app for the applicable rental.
- Additional time rate: the per-minute, hourly, daily, or other time-based rate displayed in the app for time after the included period, if any.
- Taxes and fees: the percentage-based fee, fixed per-rental fee, government tax, pass-through charge, processing charge, operations charge, maintenance charge, insurance-related charge, property-related charge, technology charge, or other fee displayed in the app or rental record.
- Property-sponsored rental: \$0 standard user rental fee or discounted rental fee where applicable; user remains responsible for all Additional Charges.
- Preauthorization / deposit hold: the amount displayed in the app, a risk-based amount determined by Vyo, or any amount reasonably necessary to verify the payment method and secure potential Additional Charges, subject to applicable law and processor/card-issuer rules.
- Late / failure-to-end / failure-to-charge / non-return charge: the amount displayed in the app, plus actual costs, loss of use, recovery, towing, storage, impound, property charges, administrative costs, and any other amounts recoverable under the Agreement.
- Cleaning / odor / biohazard charge: the amount displayed in the app, actual cost, or actual cost plus an administrative fee, including any charge for trash, spills, stains, bodily fluids, odors, food, pets, smoking/vaping residue, excessive sand/dirt, or similar condition.
- Damage processing / claims administrative fee: the amount displayed in the app, a percentage of the claim, actual administrative cost, or other reasonable fee, where permitted by law.

- Towing, impound, recovery, storage, property charges: actual cost plus administrative fee.
- Citations, tolls, tickets, violations: actual amount plus administrative fee.
- Chargeback / failed payment / collection fee: actual cost plus administrative fee, where permitted by law.
- Full replacement value: Vehicle replacement value plus installed systems, tax, title, registration, delivery, outfitting, advertising/display systems, telemetry, cameras, charger/accessories, and related costs.

Minimum / greater-of rule: where the app, Fee Schedule, rental record, or applicable policy states a minimum charge, you owe the greater of the stated minimum, Vyo's actual cost, Vyo's actual cost plus administrative fee, applicable deductible/reimbursement/claim payment, or full replacement value where applicable, subject to this Agreement and applicable law.

Insurance, claims, and reimbursement amounts: deductible, claim payment, insurer reimbursement, insurer chargeback, uninsured or underinsured amount, loss of use, diminished value, administrative cost, expert cost, repair estimate, appraisal cost, recovery cost, or other amount Vyo, an insurer, a Property Partner, or a Released Party is entitled to recover from you, subject to applicable law and policy terms.

Technology inspection and restoration charge: minimum \$5,000 for intentional, reckless, or unauthorized internal, electrical, battery, or hardware access, representing a reasonable conservative estimate of baseline inspection, diagnostics, chain-of-custody review, safety quarantine, electrical-risk evaluation, administrative response, evidence preservation, operational disruption, and technology-restoration costs, plus separately identifiable repair, replacement, loss-of-use, towing, recovery, fire damage, battery damage, injury claim, third-party claim, insurance deductible, attorney fee, collection, and other costs where recoverable.

EXHIBIT B - FLORIDA-FIRST LSV COMPLIANCE ACKNOWLEDGMENT

For rentals beginning in Florida, the following acknowledgment applies in addition to the Agreement:

- I understand that a Vyo Vehicle is a low-speed vehicle, not a full-speed automobile.
- I will operate only where LSV operation is lawful, including streets posted 35 MPH or less where LSVs are permitted by the applicable jurisdiction. 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 will obey all traffic laws, posted signs, closures, police instructions, property rules, and local restrictions.
- I will carry a valid driver license and comply with all legal conditions of my license.
- I will not rely on Vyo navigation, map colors, red-road markings, GPS, route lines, or app prompts as a legal determination of whether a road is lawful, safe, or permitted.
- I accept sole responsibility for route legality, passenger compliance, safe operation, lawful parking, and returning/charging the Vehicle.

EXHIBIT C - CAMERA, FACIAL RECOGNITION, TELEMETRY, AND RECORDING ACKNOWLEDGMENT

This Exhibit C is incorporated into the Rental Agreement, the Liability Waiver, the Vyo Terms of Service, and every trip-specific rental record. By creating or using a Vyo account, entering or riding in a Vyo Vehicle, unlocking or operating a Vyo Vehicle, or pressing AGREE & BEGIN RENTAL, you confirm all of the following:

- Vyo Vehicles are shared commercial rental vehicles equipped for safety, security, identity verification, asset protection, insurance defense, incident reconstruction, fraud prevention, law enforcement cooperation, legal compliance, and claims handling.
- Interior cameras, forward-facing cameras, exterior/environment-facing cameras, dash cameras, motion-detection recording, incident-triggered recording, parking/security-mode recording, GPS, telemetry, vehicle sensors, app logs, biometric verification, liveness detection, face-geometry processing, and related systems may capture or generate records before, during, and after a rental. Audio recording is disabled for Florida rentals unless Vyo later enables

legally sufficient consent and notice controls; where lawfully enabled, microphones or audio-capable systems may capture audio as disclosed.

- Recordings and related data may include your face, image, likeness, body, clothing, voice where audio is enabled and lawful, statements, movements, gestures, passenger interactions, vehicle cabin activity, driving behavior, GPS location, route, speed, braking, acceleration, road conditions, nearby persons, nearby vehicles, property areas, timestamps, metadata, verification results, biometric outputs, confidence scores, and other incident or operational information.
- Recordings and related data may be stored locally on the Vehicle, on removable memory cards or data cards, on onboard devices, on Vyo systems, on Vyo-controlled storage, on manufacturer systems, on BlackVue systems, on AWS Rekognition or successor biometric systems, on Plaid, Stripe, insurer, claims, support, storage, camera, cloud, telemetry, identity-verification, payment, or other third-party systems used by Vyo now or later.
- You give Vyo and the Released Parties your informed written consent, electronic consent, written release, authorization, and license to collect, record, capture, process, store, transmit, preserve, review, analyze, use, reproduce, copy, disclose, submit, rely on, delete, overwrite, and otherwise handle those records for the purposes stated in the Agreement and Privacy Policy.
- As between you and Vyo, all cameras, devices, storage media, footage, clips, images, audio where enabled and lawful, telemetry, biometric verification outputs, app logs, vehicle logs, audit trails, incident packages, and related records are generated by or for Vyo and are Vyo operational, safety, evidentiary, and business records. Except where non-waivable law requires otherwise, you do not own, control, approve, restrict, monetize, license, possess, demand, suppress, delete, or prevent Vyo from using, preserving, producing, or disclosing those records for permitted purposes.
- You have no expectation of privacy in or around a Vyo Vehicle, in the vehicle cabin, in any Vyo camera field of view, in any app-controlled rental process, in any rental route, in any vehicle-access or charger area, or in any Vyo operational record, except to the limited extent non-waivable law provides otherwise.
- You must notify all passengers before they enter or remain in the Vehicle that video, images, motion events, cabin activity, forward roadway views, surrounding property areas, GPS, telemetry, biometric or identity-verification events, and incident data may be recorded, stored, reviewed, used, and disclosed as described by Vyo; that audio recording is disabled for Florida rentals unless Vyo later enables lawful consent/notice controls; and that audio-capable systems may be enabled where lawful. You must not allow any passenger to ride if that passenger objects.
- To the fullest extent permitted by law, you waive, release, discharge, and agree not to sue or assert claims against Vyo or any Released Party based on recording, filming, monitoring, facial recognition, biometric verification, audio where enabled and lawful, camera placement, data-card storage, BlackVue or manufacturer cloud storage, Vyo or third-party cloud storage, privacy, intrusion, publicity, likeness, voice, biometric, surveillance, wiretap/eavesdropping, data access, data deletion, recording failure, storage failure, footage deletion, overwriting, or use of records as evidence.
- 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 power/connectivity/weather/lighting/storage limits, or controlled in part by third-party providers. 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 liability for any recording gap, missing footage, failed upload, delayed retrieval, system outage, provider outage, overwrite before a preservation trigger, or inability to capture or preserve evidence, except to the extent liability cannot be waived by law.
- You must not cover, block, move, disable, unplug, tamper with, obscure, remove, damage, hack, bypass, erase, format, copy, access, or interfere with any camera, microphone or audio-capable system, facial-recognition system, dash camera, data card, GPS, telemetry device, QR code, charger, display, cloud connection, or other Vyo equipment.
- If additional privacy, biometric, camera, audio, payment, location, telemetry, or state-specific notice, disclosure, checkbox, or consent is required by non-waivable law, Vyo may provide or require that notice or consent before account creation, updated-document acceptance, unlock, riding in, or operation. If you do not consent to required identity, payment, camera, biometric, GPS, telemetry, and data processing, do not use Vyo.