

# VYO TERMS OF SERVICE

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 USING VYO

**These Terms contain binding individual arbitration, class action waiver, jury trial waiver, indemnity, limitation of liability, payment authorization, privacy/data consent references, and platform-use restrictions.**

**By creating or using a Vyo account, accessing the Vyo mobile app, using Vyo Go, accepting these Terms, pressing AGREE & BEGIN RENTAL, or using any Vyo service, you agree to these Terms and the documents incorporated below.**

**Do not use Vyo if you do not understand or do not agree.**

## 1. Parties; Scope of Terms

These Terms of Service (these "Terms") are a legally binding agreement between Vyo Corp ("Vyo," "we," "us," or "our") and the person who creates, accesses, or uses a Vyo account, mobile application, website, Vyo Go in-vehicle application, support channel, rental flow, property deployment, vehicle-related feature, payment feature, identity feature, or other Vyo service ("you," "your," "User," or "Renter").

These Terms govern the Vyo platform as a whole. The Vyo Rental Agreement governs each specific rental and the Vyo Liability Waiver, Release, Assumption of Risk, and Indemnity Agreement governs release, risk, and indemnity matters. These Terms do not reduce, waive, narrow, or replace any renter obligation, payment obligation, waiver, release, indemnity, insurance obligation, arbitration agreement, class-action waiver, camera/biometric consent, passenger-notice obligation, or safety rule in the Rental Agreement or Waiver.

Vyo operates an app-controlled, property-anchored, self-drive low-speed vehicle rental platform. Vyo does not provide a driver, chauffeur, taxi, shuttle, jitney, rideshare, transportation network company service, common carrier service, delivery service, emergency service, public utility, public accommodation transportation service, or vehicle-for-hire service.

## 2. Incorporated Documents; Order of Control

Your complete agreement with Vyo includes these Terms, the Vyo Rental Agreement, the Vyo Liability Waiver, the Vyo Privacy Policy, any biometric/camera/audio/location/payment notices, any trip-specific rental record, any Fee Schedule, any property-specific or state-specific addendum, and all in-app prompts, safety slides, QR confirmations, payment authorizations, and AGREE & BEGIN RENTAL reaffirmations presented to you.

If any document conflicts with another, the document that gives Vyo and the Released Parties the broadest enforceable protection controls, except where non-waivable law requires otherwise. For pricing and trip-specific facts, the trip-specific rental record and app pricing screen control. For release, assumption of risk, indemnity, passenger claims, and ordinary-negligence release, the Liability Waiver controls to the broadest enforceable extent. For vehicle rental, damage, insurance coordination, charges, prohibited use, and app/rental safety rules, the Rental Agreement controls. For data practices, the Privacy Policy controls unless the Rental Agreement or Waiver provides a broader enforceable consent, release, or operational data right.

No marketing statement, FAQ, support message, property statement, advertisement, or oral statement limits these Terms or any incorporated document unless Vyo expressly agrees in a signed written amendment.

## 3. Acceptance; Electronic Signature; Per-Rental Reaffirmation

You accept and sign these Terms electronically by creating a Vyo account, checking a box, pressing an acceptance button, pressing AGREE & BEGIN RENTAL, scanning a vehicle QR code, using the app, using Vyo Go, communicating with Vyo support, saving a payment method, unlocking or accessing a Vehicle, entering or operating a Vehicle, or otherwise using Vyo services after the Terms are presented or made available.

Your electronic acceptance has the same legal effect as a handwritten signature. Vyo may store and rely on electronic records showing your account ID, device information, IP address, app version, user agent, timestamps, document title, document version, document URL, document hash or integrity marker when available, vehicle ID, VIN, GPS location, QR scan, BLE/proximity event, payment authorization, safety acknowledgments, and AGREE & BEGIN RENTAL acceptance.

Onboarding acceptance binds you to these Terms and all incorporated documents. Before each rental, Vyo presents required safety acknowledgments, slides, prompts, or warnings, which must be viewed and accepted before rental start or vehicle unlock. By pressing AGREE & BEGIN RENTAL, you certify that you viewed and accepted all required safety acknowledgments for that rental and reaffirm your agreement to the Terms, Rental Agreement, Waiver, Privacy Policy, payment authorization, arbitration agreement, class-action waiver, and all applicable Vyo rules.

#### **4. Eligibility; Age; Children; Account Restrictions**

You may create and use a Vyo account only if you are at least 21 years old, possess a current valid U.S. driver license where required for vehicle operation, pass all Vyo identity, fraud, payment, eligibility, property-access, and biometric checks, and are legally permitted to enter into binding contracts and use Vyo services.

Vyo is not directed to children under 13 and does not knowingly collect personal information from children under 13. No person under 21 may create a Vyo account, and no person under 13 may create an account, submit personal information through the platform, or use the app. If Vyo discovers or receives verifiable notice that a child under 13 has submitted personal information, Vyo will delete or restrict that information as required by applicable law, except where retention is necessary for safety, legal compliance, insurance, claims, law enforcement, fraud prevention, or evidence preservation, consistent with the Privacy Policy.

Children under 12 are prohibited from riding in Vyo Vehicles. Passenger age rules are controlled by the Rental Agreement and Waiver. Any incidental capture of a child, minor, bystander, or passenger in camera footage, telemetry, incident records, or property-area recordings is processed only for Vyo operational, safety, legal, insurance, security, claims, and evidence purposes and does not make Vyo a service directed to children.

#### **5. Account Security; Identity Verification; Address and Property Eligibility**

You must provide accurate, current, and complete account, contact, driver-license, identity, date-of-birth, payment, and property-access information. You must keep that information current and immediately notify Vyo if your license, account, payment method, eligibility, property status, address, or legal ability to operate changes.

You are responsible for all activity under your account, device, credentials, payment method, QR scan, PIN, facial verification, biometric authorization, or app session. You must not share credentials, allow another person to use your account, spoof location, initiate a rental for another person, or allow any person other than the Authorized Driver to operate a Vehicle.

Vyo may use Plaid, Stripe, AWS Rekognition, camera systems, biometric systems, fraud-risk tools, DMV/AAMVA-related services, property partner information, support review, and other providers or internal tools to verify identity, age, license status, payment validity, fraud risk, resident/guest eligibility, and ongoing account eligibility. Vyo may approve, deny, re-check, suspend, restrict, or terminate access at any time for safety, fraud, payment, insurance, property, legal, or operational reasons.

Vyo access may be property-restricted. You may be required to be a resident, tenant, authorized occupant, registered guest, invitee, or otherwise approved user of a Property Partner location. Changing your street address in the app may be limited to once every 180 days unless Vyo allows otherwise, and you must not use false, outdated, or unauthorized address information to gain property access.

#### **6. Limited App and Platform License**

Subject to your strict compliance with these Terms and all incorporated documents, Vyo grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Vyo app, website, Vyo Go, and related platform features solely for your own authorized use of Vyo services.

You receive no ownership interest in Vyo software, source code, object code, systems, APIs, algorithms, artificial intelligence systems, routing logic, geofence logic, maps, data, trademarks, logos, content, camera systems, telemetry systems, biometric systems, payment systems, vehicle hardware, or operational records. Vyo may modify, update, suspend, withdraw, or discontinue any feature at any time.

You must not copy, reverse engineer, decompile, disassemble, scrape, crawl, mirror, benchmark, stress-test, intercept, bypass, modify, frame, resell, sublicense, create derivative works from, exploit, interfere with, or attempt to access any non-public portion of Vyo systems, vehicles, hardware, software, data, APIs, network, or providers.

#### **7. No Right to Use Vyo; No Transportation Relationship**

Your access to Vyo is a limited, revocable commercial privilege. Vyo may deny, restrict, suspend, terminate, condition, or refuse any account, rental, vehicle access, support request, promotion, or feature for any lawful reason, including safety, risk, fraud, payment, insurance, property, vehicle availability, maintenance, operational capacity, legal compliance, or business reasons.

Vyo does not guarantee that any Vehicle, app feature, route, charger, camera, biometric system, property deployment, payment feature, support channel, promotion, pricing model, or service will be available, accurate, uninterrupted, timely, error-free, safe, or suitable for your needs. Vyo is not responsible for alternative transportation, missed appointments, lost time, lost wages, inconvenience, or consequential damages from unavailability or platform failure.

Vyo is not a common carrier and does not accept custody of any passenger. You, not Vyo, are responsible for your operation, route, passengers, property access, parking, law compliance, and passenger notice as stated in the Rental Agreement and Waiver.

## **8. Vehicle Rentals; Rental Agreement Controls**

Any access to or use of a Vyo Vehicle is governed by the Vyo Rental Agreement, the Liability Waiver, the Fee Schedule, the applicable trip record, the Privacy Policy, and all rental-start acknowledgments. These Terms are an additional platform-level agreement and do not reduce any renter obligation.

You must satisfy all rental conditions before each rental, including physical presence, QR scan, proximity/BLE handshake, account status, license eligibility, payment validity, vehicle availability, property eligibility, biometric or facial verification, and safety acknowledgment. Vyo may prevent unlock, restrict access, prevent restart, or immobilize a Vehicle when stationary and safe to secure where Vyo determines it is appropriate.

The Authorized Driver is the only person permitted to operate a Vehicle. Driver swapping, account sharing, paid rides, stranger pickups, shuttle use, commercial passenger service, delivery use, unauthorized passengers, prohibited roads, route violations, hardware tampering, and other prohibited uses are governed by the Rental Agreement and Waiver and may result in charges, suspension, collection, insurance denial, and indemnity obligations.

## **9. Payments; Stripe; Taxes; Future Charges; Chargebacks**

You must maintain a valid payment method on file. By adding, scanning, tokenizing, saving, or using a payment method, you authorize Vyo and its payment processors, including Stripe or replacement providers, to store payment tokens and charge present and future amounts owed under these Terms, the Rental Agreement, the Waiver, the Fee Schedule, and trip records.

Charges may include standard rental charges, taxes, fees, pre-authorizations, deposits, holds, failed-payment retries, damage charges, loss of use, full replacement value, technology inspection/restoration charges, citations, tolls, towing, impound, recovery, cleaning, charging-related charges, insurance deductibles, insurer reimbursement, chargebacks, administrative fees, collection costs, and attorney fees.

If a Property Partner or sponsor pays some or all standard rental charges, you remain responsible for Additional Charges and all amounts arising from your use, breach, passengers, damage, prohibited conduct, failure to report, failure to return, failure to charge, or chargeback. You must not submit false or bad-faith chargebacks and must first contact Vyo at [hello@vyorides.com](mailto:hello@vyorides.com) or through the app with a good-faith dispute explanation.

## **10. Privacy; Cameras; Facial Recognition; Biometrics; Telemetry**

Your use of Vyo is subject to the Vyo Privacy Policy and all camera, video, audio-capable recording, biometric, facial-recognition, location, telemetry, payment, and identity notices. The Privacy Policy is incorporated into these Terms. If you do not consent to required identity, payment, camera, facial-verification, biometric, GPS, telemetry, account, and rental data processing, do not create or use a Vyo account and do not use Vyo services.

Vyo Vehicles and platform systems may collect, process, store, retrieve, and disclose camera footage, images, motion events, GPS, telemetry, vehicle logs, app logs, biometric verification outputs, identity verification results, payment tokens, incident records, support records, and related data. Audio recording is currently disabled for Florida rentals unless and until Vyo enables legally sufficient notice and consent controls. Audio-capable systems may exist and may be enabled where lawful and disclosed.

As between you and Vyo, Vyo operational records, camera systems, recordings, telemetry, GPS logs, app logs, rental records, vehicle records, audit trails, biometric verification outputs, incident records, and evidence packages are Vyo operational, security, business, and evidentiary records, subject to non-waivable privacy rights and the Privacy Policy.

## **11. User Content; Incident Content; Feedback**

You may submit photos, videos, messages, damage reports, incident reports, support chats, reviews, comments, feedback, feature requests, location data, and other content through Vyo ("User Content"). You represent that your User Content is truthful, lawful, non-fraudulent, and that you have the rights and permissions necessary to submit it.

You grant Vyo and the Released Parties a worldwide, perpetual, irrevocable, sublicensable, transferable, royalty-free license to use, reproduce, store, preserve, adapt, display, disclose, transmit, analyze, and rely on User Content for operations, support, safety, fraud prevention, incident review, insurance, claims, legal compliance, collections, payment disputes, product improvement, and dispute resolution. Vyo may retain User Content even after account deletion where needed for these purposes.

This license is subject to applicable privacy law, including any non-waivable right to request deletion of personal information. Vyo will process deletion requests as described in the Privacy Policy, including applicable legal exceptions for safety, fraud prevention, legal compliance, claims, insurance, evidence preservation, dispute resolution, chargebacks, collections, vehicle recovery, and arbitration or litigation. The irrevocability of this license does not override non-waivable statutory deletion rights.

Feedback, ideas, suggestions, comments, and improvements you provide may be used by Vyo without compensation, attribution, approval, or restriction. Do not submit confidential information unless Vyo has expressly agreed in writing to receive it under a separate confidentiality obligation.

## **12. Prohibited Platform Conduct**

You must not do any of the following:

- use Vyo if you are under 21, unlicensed where driving is required, impaired, suspended, unauthorized, ineligible, or not approved for the applicable property or community;
- create multiple accounts, use false identity information, use another person's license, face, payment method, device, account, address, property credentials, QR scan, PIN, or biometric verification;
- access, scan, scrape, monitor, crawl, reverse engineer, hack, probe, test, disrupt, overload, bypass, or interfere with any Vyo system, app, vehicle, API, network, camera, router, modem, telemetry device, payment system, biometric system, QR code, BLE system, geofence, or provider;
- spoof GPS, BLE proximity, QR codes, identity, biometrics, payment authorization, property eligibility, app version, device identifiers, or rental records;
- upload malware, exploit code, bots, scripts, fraudulent content, false reports, forged documents, offensive content, unlawful content, or content that violates third-party rights;
- use Vyo to harass, stalk, discriminate, trespass, commit crimes, evade law enforcement, obtain unauthorized property access, transport illegal items, or endanger people or property;
- tamper with or attempt to access any Vehicle hardware, battery system, internal compartment, camera, router, modem, data card, wiring, charger, Vyo Go system, display, or technology stack;
- sell, resell, rent, sublicense, assign, share, transfer, or commercialize Vyo access, vehicles, accounts, promotions, data, or services without Vyo's express written consent.

Any prohibited conduct is a material breach and may result in account suspension, denial of rental access, payment charges, collection, reporting to insurers or law enforcement, arbitration, court relief where permitted, and permanent ban from Vyo.

## **13. Property Partners; Fleet Captains; On-Site Personnel**

Property Partners may provide deployment space, charging locations, access information, sponsorship, advertising, parking areas, resident/guest eligibility data, or operational support. Property Partners are not Vyo, rental companies, drivers, vehicle operators, common carriers, insurers, guarantors, emergency responders, or custodians of your property.

Vyo may use independent contractor Fleet Captains, on-site vehicle attendants, property staff, logistics contractors, maintenance providers, recovery providers, repair providers, and other personnel. These persons and entities are intended third-party beneficiaries of these Terms, the Rental Agreement, and the Waiver when acting in a Vyo-related or property-support capacity connected to Vyo services.

You agree not to sue, threaten, harass, interfere with, or assert claims against Property Partners, Fleet Captains, on-site personnel, or property-related Released Parties based on Vyo deployment, vehicle availability, charging, parking, property access, alleged premises duties, or Vyo technology, except to the extent non-waivable law prohibits release or waiver.

## **14. Third-Party Services and Providers**

Vyo may rely on third-party services, including identity verification, biometric/facial-recognition, payment processing, card networks, banks, camera systems, cloud storage, maps/routing, telemetry, cellular, communications, support, analytics, fraud prevention, insurance, claims, collection, law enforcement, legal, property management, repair, towing, recovery, and maintenance providers.

Third-party services may have their own terms and privacy practices. Vyo is not responsible for third-party acts, omissions, outages, errors, data practices, security incidents, provider refusals, provider limits, or provider decisions except to the extent non-waivable law requires otherwise. You authorize Vyo to share information with providers as described in the Privacy Policy, Rental Agreement, Waiver, and these Terms.

If you use Apple, Google, or another app store to download or access the Vyo app, you also agree to the applicable app store terms. The app store provider is not responsible for Vyo services, rentals, vehicles, support, claims, warranties, or disputes, except as required by its own terms and applicable law.

## **15. Routing, Maps, AI, Geofencing, and Software Tools**

Vyo may provide maps, route suggestions, Valhalla-based or other routing, red-road overlays, geofencing, battery/range estimates, destination filters, GPS, AI-agent monitoring, alerts, vehicle health indicators, drive-score indicators, and other software tools. These are convenience, safety, risk-reduction, and operational tools only.

No Vyo map, app prompt, route, alert, red-road overlay, lack of warning, geofence, AI output, battery estimate, or support message is legal advice, a guarantee, or permission to operate on any road or property. You remain solely responsible for lawful and safe operation, posted signs, traffic laws, local restrictions, and property rules.

Vyo software, AI, maps, routing, data, sensors, and warnings may be inaccurate, incomplete, delayed, outdated, unavailable, intermittent, or wrong. You must not rely on Vyo technology as a substitute for your own judgment or legal compliance.

## **16. Communications; SMS; Push Notifications; Support**

You consent to receive transactional, account, identity, safety, rental, billing, collection, incident, support, maintenance, security, insurance, claims, legal, and emergency-related communications from Vyo by app, Vyo Go, push notification, SMS/text, phone, email, support chat, mail, or other contact information you provide. Transactional and safety messages may be necessary to provide Vyo services.

Marketing communications may be sent where permitted by law. You may opt out of marketing emails by using the unsubscribe link and may opt out of marketing text messages by replying STOP, but you may still receive transactional, safety, legal, billing, support, or account messages.

Support messages are not legal waivers, policy amendments, claim settlements, fault admissions, insurance coverage promises, repair authorizations, or releases unless Vyo expressly says so in a signed written document by an authorized Vyo representative.

## **17. Promotions; Advertising; Property-Sponsored Programs**

Vyo may offer promotions, credits, discounts, referral programs, property-sponsored access, advertising-supported pricing, loyalty benefits, or zero-standard-rental-fee access. Vyo may modify, limit, revoke, or terminate any promotion or sponsored program at any time unless non-waivable law requires otherwise.

Promotions and property-sponsored pricing do not reduce your responsibilities for damage, loss, misuse, citations, towing, impound, recovery, charging failures, fees, insurance deductibles, reimbursement, passenger claims, prohibited use, or other Additional Charges.

Vehicles may display exterior or in-vehicle advertising, sponsorship, property branding, or Vyo messaging. Advertisers and sponsors are not responsible for Vyo rentals or vehicle operation unless a separate written agreement says otherwise. Vyo may use aggregated, deidentified, or pseudonymized operational information to support property, fleet, advertising, underwriting, and business analytics.

## **18. Intellectual Property; Trademarks; Platform Content**

Vyo names, logos, marks, designs, app content, Vyo Go content, vehicle branding, software, documentation, data displays, UI/UX, routing features, graphics, icons, and other materials are owned by Vyo or its licensors and are protected by intellectual property laws. You may not use Vyo marks or materials without Vyo's written permission.

You must not remove, obscure, alter, cover, photograph for misuse, copy, replicate, resell, scrape, or exploit Vyo branding, QR codes, advertising displays, notices, safety labels, vehicle identifiers, or app content. You must not falsely imply affiliation, endorsement, sponsorship, employment, partnership, agency, or authority from Vyo.

Vyo may use your name, account ID, device ID, rental ID, vehicle ID, support tickets, and incident materials internally and with providers for operational purposes, but Vyo will not use your personal likeness in public marketing materials except where permitted by law, deidentified, incidental to vehicle/evidence use, or authorized by you.

## 19. Copyright and Takedown Requests

If you believe content on Vyo services infringes your copyright, send a written notice to Vyo at [hello@vyorides.com](mailto:hello@vyorides.com) and the notice address in these Terms. Include your contact information, identification of the copyrighted work, identification of the allegedly infringing material, a statement of good-faith belief, a statement under penalty of perjury that the information is accurate and you are authorized to act, and your physical or electronic signature.

Vyo may remove or restrict content, accounts, or materials in its discretion and may terminate repeat infringers where appropriate. False takedown claims or abusive notices may create liability under applicable law.

## 20. Suspension; Termination; Account Deletion

Vyo may suspend, restrict, terminate, deny, or condition your account, rental access, support access, promotions, or features at any time, with or without notice, for safety, risk, insurance, payment, property, fraud, chargeback, repeated warnings, prohibited use, negative account history, law enforcement, vehicle availability, technical issues, legal compliance, or business reasons.

You may stop using Vyo or request account deletion through the app or [hello@vyorides.com](mailto:hello@vyorides.com). Account deletion does not erase amounts owed, open claims, incident records, rental records, legal holds, insurance records, payment records, fraud/security records, or other information Vyo may retain under the Privacy Policy.

Termination does not affect any obligation, waiver, release, consent, payment authorization, indemnity, arbitration agreement, class-action waiver, jury-trial waiver, limitation of liability, privacy/data right, or survival provision that arose before termination or is intended to survive.

## 21. Insurance, Claims, and Legal Cooperation

Vyo may maintain or obtain commercial, fleet, rental, auto, liability, physical damage, cyber, property, or other insurance or financial responsibility as required by law or appropriate for its operations. Insurance coverage, if any, is controlled by the policy, endorsements, applicable law, insurer decisions, limits, exclusions, deductibles, and reservations of rights.

You must cooperate with Vyo, insurers, reinsurers, brokers, claims administrators, attorneys, arbitrators, law enforcement, regulators, Property Partners, repair providers, and recovery vendors in connection with any incident, claim, citation, payment dispute, damage, loss, injury, death, theft, privacy issue, biometric issue, or data issue. You authorize Vyo to disclose relevant account, rental, payment, GPS, telemetry, camera, biometric, support, and incident records for these purposes.

Nothing in these Terms is intended to impair, waive, cancel, narrow, replace, or prevent any insurance coverage, claim, defense, indemnity, reimbursement, or benefit that may be available to Vyo, a Vehicle owner, insurer, Released Party, Property Partner, or Authorized Driver under a policy or non-waivable law. Your reimbursement and indemnity obligations remain enforceable for deductibles, uncovered losses, excluded losses, policy-limit gaps, prohibited use, noncooperation, and amounts recoverable from you under the Rental Agreement, Waiver, or law.

## 22. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, VYO, THE APP, WEBSITE, VYO GO, VEHICLES, CHARGERS, ROUTING, MAPS, GEOFENCES, CAMERAS, BIOMETRICS, TELEMETRY, PAYMENT FEATURES, IDENTITY FEATURES, SUPPORT, PROPERTY LOCATIONS, PROVIDERS, AND ALL SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS."

VYO DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, AVAILABILITY, SAFETY, LEGALITY OF ROUTES, ERROR-FREE OPERATION, UNINTERRUPTED SERVICE, DATA PRESERVATION, SECURITY, OR FITNESS FOR ANY PARTICULAR USER, ROUTE, PROPERTY, VEHICLE, PASSENGER, OR USE.

No advice, support, app notice, route suggestion, property statement, advertisement, or Vyo communication creates a warranty or guarantee.

## 23. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, VYO AND THE RELEASED PARTIES WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLIED, EMOTIONAL-DISTRESS, LOST-PROFIT, LOST-INCOME, LOST-TIME, SUBSTITUTE-TRANSPORTATION, LOSS-OF-USE, LOSS-OF-DATA, LOSS-OF-PRIVACY, OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO VYO, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RECOVERABLE DAMAGES AGAINST VYO OR ANY RELEASED PARTY ARISING OUT OF OR RELATED TO PLATFORM USE ARE 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, EXCEPT TO THE EXTENT NON-WAIVABLE LAW REQUIRES OTHERWISE.

These limitations apply to all theories of liability, including contract, tort, negligence, strict liability, product liability, warranty, statutory, privacy, biometric, data, consumer protection, and equitable theories, except to the extent non-waivable law prohibits limitation.

## **24. Indemnity; Defense; Reimbursement**

To the fullest extent permitted by law, you agree to defend, indemnify, reimburse, and hold harmless Vyo and the Released Parties from and against all claims, losses, damages, liabilities, costs, expenses, fines, penalties, fees, charges, attorneys' fees, expert fees, court costs, arbitration costs, collection costs, insurance deductibles, subrogation claims, repair costs, recovery costs, loss of use, diminished value, administrative costs, and other amounts arising out of or related to:

- your account, app use, rental, route, operation, passengers, payment method, property access, support request, incident report, or use of any Vyo service;
- your breach of these Terms, the Rental Agreement, the Waiver, the Privacy Policy, the Fee Schedule, property rules, app prompts, safety slides, payment authorization, or any law;
- your negligence, recklessness, misconduct, violation, prohibited use, unauthorized-driver event, passenger conduct, unsafe route choice, failure to notify passengers, failure to report, failure to cooperate, or false/misleading statement;
- injury, death, property damage, privacy/recording/biometric/data claims, citations, tickets, tolls, towing, impound, storage, recovery, cleaning, battery/charger damage, vehicle damage, or personal-property claims;
- any chargeback, payment dispute, failed payment, card dispute, collection action, fraud review, identity dispute, or payment authorization issue.

Vyo may control the defense and settlement of any claim subject to indemnity. You may not settle any claim affecting Vyo or any Released Party without Vyo's prior written consent.

## **25. 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, private-attorney-general actions, and consolidated claims except as expressly allowed below.

### **25.1 Covered Disputes**

You and Vyo agree that any dispute, claim, controversy, demand, or cause of action arising out of or relating to Vyo, these Terms, the Rental Agreement, the Waiver, the Privacy Policy, any rental, any Vehicle, any account, any app, any data, any biometric or privacy issue, any camera or telemetry issue, any payment, any charge, any insurance or claim issue, any alleged negligence, any product or software issue, and the interpretation, validity, enforceability, scope, delegation, termination, or breach of these Terms must be resolved by binding individual arbitration, except for limited exceptions stated below.

### **25.2 FAA; Administrator; Rules**

The Federal Arbitration Act governs this arbitration agreement to the fullest extent permitted by law. Arbitration will be administered by the American Arbitration Association (AAA) under its applicable consumer rules, as modified by these Terms. If AAA is unavailable, refuses administration, or cannot administer, 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.

### **25.3 Informal Notice and Good-Faith Resolution**

Before filing arbitration, the claimant must send 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 these Terms. 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.

## 25.4 Small Claims and Emergency 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, data-security threats, or enforcement of arbitration without waiving arbitration for the remaining dispute.

## 25.5 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.

## 25.6 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.

## 25.7 Fees, Seat, 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 or Florida rental activity, the legal seat of arbitration is Broward County, Florida. Hearings may be conducted by video, telephone, documents-only submission, or other remote method unless the administrator requires an in-person hearing. If an in-person hearing is required for Florida rental claims, it will occur in Broward County, Florida, or another location agreed by the parties or required by non-waivable consumer arbitration rules. The arbitrator may award any individual relief available in court under applicable law but may not award class, representative, or non-party relief.

## 25.8 Delegation

Challenges to the unconscionability or enforceability of the class-action waiver itself, as distinct from the unconscionability of the overall arbitration agreement, shall be decided by a court of competent jurisdiction. All other threshold arbitrability issues, including scope, formation, interpretation, validity, enforceability, revocability, and unconscionability of the arbitration agreement as a whole, are delegated to the arbitrator except to the extent non-waivable law requires otherwise.

## 25.9 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.

## 25.10 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 these Terms, the Vyo Rental Agreement, or the Vyo Liability Waiver, whichever occurs first for the applicable account and document version. 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 these Terms also opts you out of arbitration under the Vyo Rental Agreement and Vyo Liability Waiver for the same account and same version, and opting out under either of those documents also opts you out under these Terms for the same account and same version. Opting out affects only arbitration; it does not affect 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. If you do not properly opt out within 30 days, this arbitration agreement applies.

## 25.11 Updated Arbitration Terms

A timely opt-out from an earlier version of this arbitration agreement, the Rental Agreement arbitration agreement, or the Waiver arbitration agreement does not automatically opt you out of arbitration provisions in an updated version of

any Vyo document. If Vyo updates the arbitration agreement, class-action waiver, or jury-trial waiver in these Terms, the Rental Agreement, the Waiver, or any incorporated document, you may opt out of the updated provision only by the method and within the time stated in the update notice. Any change to the arbitration agreement, class-action waiver, or jury-trial waiver requires affirmative in-app acceptance before your next rental begins and will not be effective against you solely through continued use.

## **25.12 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.

## **26. Governing Law; State and Local Law**

The FAA governs the arbitration agreement. For rentals that begin in Florida, and for Florida rental activity, Florida law governs vehicle-operation rules, local compliance, accident duties, Florida insurance/financial-responsibility issues, and non-arbitration substantive issues to the extent Florida law applies and cannot be waived. 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, subject to any state-specific addendum.

Unless another state's non-waivable law applies, the law selected in the Rental Agreement applies to interpretation of rental-related obligations. Internal corporate matters relating solely to Vyo's corporate existence, governance, and authority are governed by the law of Vyo's state of formation.

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 your location and Vyo use. If local law is stricter than the app, these Terms, or Vyo instructions, local law controls and you must comply with the stricter rule.

## **27. Changes to Terms; Version Control**

Vyo may update these Terms from time to time. Updated Terms may be presented in the app, on the website, by email, by support notice, or through another reasonable method. The updated Terms are effective when accepted or when otherwise permitted by law.

Material changes to arbitration, class-action waiver, jury waiver, payment authorization, biometric consent, camera/audio consent, or rental-related obligations require affirmative in-app acceptance before your next rental begins and will not be effective against you solely through continued use. Other changes may be effective by posting, notice, or continued use where lawful.

Vyo may store version identifiers, effective dates, URLs, timestamps, user agent, IP address, device data, and document hashes or integrity markers when available to prove the version you accepted.

## **28. Notices to Vyo; Legal Notices**

Routine support must be submitted through the app or support channel. Legal notices to Vyo under these Terms must be sent to Vyo Corp, 10179 E Cortez Dr, Scottsdale, AZ 85260, and by email to [hello@vyorides.com](mailto: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.

Notices to you may be sent by app, Vyo Go, push notification, SMS/text, phone, email, support chat, mail, or other contact information you provide. You are responsible for keeping your contact information current.

## **29. Miscellaneous; Severability; Survival; Assignment**

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

Vyo may assign, transfer, delegate, sell, pledge, or sublicense these Terms, accounts, contracts, claims, receivables, data, or rights in connection with operations, financing, insurance, merger, acquisition, asset sale, corporate transaction, reorganization, or business transfer. You may not assign, transfer, delegate, or sublicense your account or obligations without Vyo's prior written consent.

Sections relating to payment, collections, intellectual property, data, privacy, evidence, user content, releases, disclaimers, limitations of liability, indemnity, arbitration, class-action waiver, jury waiver, governing law, third-party

beneficiaries, and survival continue after account closure, rental end, termination, payment, dispute, settlement, or alleged breach.

**FINAL ACCEPTANCE**

**BY ACCEPTING THESE TERMS, CREATING OR USING A VYO ACCOUNT, USING THE APP OR VYO GO, PRESSING AGREE & BEGIN RENTAL, UNLOCKING, ACCESSING, ENTERING, RIDING IN, OPERATING, OR USING ANY VYO VEHICLE OR SERVICE, YOU CERTIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THESE TERMS OF SERVICE.**

**YOU UNDERSTAND THAT THESE TERMS INCORPORATE THE RENTAL AGREEMENT, LIABILITY WAIVER, PRIVACY POLICY, PAYMENT AUTHORIZATION, CAMERA/BIOMETRIC/TELEMETRY CONSENTS, MANDATORY INDIVIDUAL ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER.**

**IF YOU DO NOT AGREE, DO NOT USE VYO.**