

HeyMoto Owner Agreement

November 2025

BY USING HeyMoto'S SERVICES, VEHICLE OWNER ARE ACCEPTING AND CONSENTING TO THE FOLLOWING TERMS AND CONDITIONS. This agreement is between HeyMoto ("HeyMoto") and [owner's name here] as a Fleet Owner or an Individual Vehicle Owner ("OWNER").

Conditions in this agreement and all other HeyMoto documents (including but not limited to the Vehicle Rental Agreement ("RENTAL AGREEMENT") provided by HeyMoto for use between OWNER and HeyMoto Renters, the Vehicle Condition Report, and the owner dashboard and message board), collectively create the terms and conditions (the "AGREEMENT") upon which HeyMoto defines use of its services, which include the HeyMoto site, app and marketplace (collectively, the "Services"). OWNER who use the Services, and HeyMoto vehiclebooking marketplace agree to be bound by this AGREEMENT.

HeyMoto provides an online car sharing platform that connects OWNER with those seeking to rent cars ("RENTER"). HeyMoto is accessible at www.HeyMoto.com and as an application for a mobile device. And are herein referred to as services. OWNER who utilize the HeyMoto marketplace and services, and are responsible for complying with all local laws, rules, and regulations

OWNER consents to entering these terms electronically, and to the storage of records related to these terms in electronic form.

OWNER represents that: (1) they are at least 21 years of age; (2) are of legal capacity to form a binding contract; and (3) are not a person barred from receiving service under the laws of the United States or other applicable jurisdictions.

Use of Services

OWNER may access portions of HeyMoto's website and mobile application (HeyMoto Portals) by creating an account. Account creation will be required to register with and sign in to the Services to access vehicle booking marketplace features. OWNER are responsible for maintaining the confidentiality of OWNER's username, password, and other information used to register and sign in to HeyMoto's Portals, and are responsible for all activities that occur under this username and password. OWNER agrees that all information provided will be accurate, complete, and current.

HeyMoto makes no warranties or representations of any kind as to the accuracy, currency, or completeness of any information contained in its websites and/or applications and shall have no liability for any direct, indirect or consequential damages and/or injuries of any kind arising from such content or information. OWNER further acknowledges and agrees that HeyMoto shall not be responsible or liable, directly or indirectly or consequentially, for any damage or loss caused

or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites and / or applications.

HeyMoto reserves the right at any time to modify or discontinue, temporarily or permanently, HeyMoto's Services or any part thereof with or without notice. OWNER agrees that we shall not be liable to OWNER or to any third party for any modification, suspension or discontinuance of HeyMoto's Services or any part thereof.

HeyMoto operates solely as an automotive technology and administrative platform that facilitates a vehicle-booking marketplace connecting vehicle Owners with verified drivers seeking to book vehicles for personal use or permitted rideshare activity. HeyMoto does not own, lease, title, insure, maintain, store, or operate any vehicle and does not take possession, custody, or control of any vehicle. Any and all rental, booking, or use agreements are entered into exclusively and directly between the Owner and the Renter. HeyMoto is not a party to, and assumes no responsibility or liability under, any such agreement.

HeyMoto's technology platform is for the purpose of facilitating the transaction between OWNER and RENTERS. As such, OWNER agrees to indemnify and hold harmless HeyMoto for the quality or safety of the vehicles OWNER lists on the vehicle marketplace nor can HeyMoto guarantee the truth or accuracy of any listings including the completion of any payment obligations.

To use the Services, OWNER must create an account by providing complete and accurate information and documentation, including (but not limited to) OWNER's name, driver's license and other identifying information, any business entity information, passed a background check or will comply with one, and a valid email address and password (collectively, a "User Account"). OWNER must be at least 21 years of age and hold a valid drivers' license to create a User Account.

When OWNER sets up a User Account, they agree to allow HeyMoto to conduct a background check, which may include a criminal background check that is consistent with the Fair Credit Reporting Act, and any other consumer protection or other laws that may apply. HeyMoto reserves the right to decline, restrict or otherwise take action against OWNER and their User Account based on any information included in any such background or credit check, including for any breach of this AGREEMENT and/or HeyMoto's Services. HeyMoto may terminate or restrict OWNER's User Account for any or no reason at any time.

OWNER Responsibilities

In connection with using and accessing the Services, OWNER agrees:

- To abide by HeyMoto's rules and policies;
- To abide by all local, state and federal laws and regulations; To honor the agreements OWNER makes with RENTERS;

- That each vehicle shall meet the requirements of HeyMoto vehicle guidelines;
- To honestly represent itself and its vehicle(s) in OWNER's listing(s) and communications with HeyMoto and other users;
- To honestly represent any claims or allegations of damages;
- To work in good faith to resolve any disagreement with HeyMoto and other users; and

In connection with using and accessing the Services, OWNER agrees that they will not:

- List, publish or communicate inappropriate or false content, including content that is inaccurate, offensive, defamatory, or otherwise inappropriate;
- Assign or transfer OWNER's User Account to any other entity or person;
- Take any action to circumvent the HeyMoto Services, including completing, initiating, arranging or executing any transactions between OWNER and a RENTER outside the HeyMoto platform;
- Harvest or use the information OWNER receives from other HeyMoto users or otherwise use any robots, spiders or other data collection or scraping tools to collect information about HeyMoto or its Users;
- Distribute spam or other unsolicited marketing communications to users of HeyMoto or anyone else using the technology or Services of HeyMoto;
- Infringe any intellectual property rights including trademark, copyright, patent, and publicity and morals that belong to or are licensed by HeyMoto. This includes reproducing, copying, reverse engineering or otherwise preparing derivative works from content belonging to, or licensed by HeyMoto.

Fees

There is no fee for OWNER to list vehicles on the HeyMoto platform. OWNER will be paid an agreed-to percentage of the vehicle booking fee, as set forth in OWNER's account details within the HeyMoto Portal.

RENTERS and OWNER will enter into and electronically sign the RENTAL AGREEMENT that specifies the terms of the rental including the duration, costs, fees and other relevant information. HeyMoto will charge a fee, paid by the RENTER, equal to a specified percentage of the aggregate RENTAL AGREEMENT price. RENTERS will be notified of the amount owed to HeyMoto before completing the booking and RENTAL AGREEMENT process.

Listing Requirements/Platform Standards

As an OWNER listing Vehicles on the HeyMoto platform, you agree to and shall comply with the following:

- To be accurate and truthful in all descriptions of OWNER's vehicle(s);
- To use current photographs of the vehicle(s) that will be listed;
- To maintain only one active listing, per vehicle, at a time.

OWNER is not permitted to use HeyMoto to contact other OWNERS to make offers to book vehicles outside of HeyMoto. OWNER cannot use information obtained from HeyMoto or any HeyMoto system to contact each other about booking outside of HeyMoto. If OWNER receives an offer to rent a vehicle outside HeyMoto, OWNER shall report it immediately to HeyMoto by email at legal@HeyMoto.com. If OWNER fails to follow these requirements, OWNER may be subject to a range of actions, including limits on OWNER's access to HeyMoto's Services, restrictions on listings, suspension of OWNER's account, application of fees, and recovery of HeyMoto's expenses in policy monitoring and enforcement, and legal action.

OWNER further agrees that they will enter into, and adhere to, the RENTAL AGREEMENT when transacting with the RENTER as part of using the HeyMoto Services. The RENTAL AGREEMENT will cover terms including pricing, fees, liability for any traffic and/or parking violations, issues related to the use of the vehicles and any damage related to that use.

OWNER and RENTERS are expected to resolve any disputes, including alleged damage or other issues, directly with one another.

Intellectual Property

The name HeyMoto and HeyMoto's marks, logos, designs, and phrasing used in connection with HeyMoto's Services are trademarks, service marks, or trade dress of HeyMoto in the United States may not be used without the prior and express written permission of HeyMoto.

By submitting to us any comment or testimonial, OWNER grants HeyMoto and HeyMoto's designees, successors, assigns and licensees the irrevocable, royalty-free right to publish, disseminate, and use OWNER's name and likeness, as well as OWNER's comment or testimonial, without further notice or consideration, in perpetuity, throughout the world, in all media and media now known or hereafter invented.

Insurance

HeyMoto Insurance Coverage Summary
Limits, Deductible Tiers, and Catastrophic Risk Disclosures

Deductible Tiers – Physical Damage Coverage

All claims for physical damage to covered vehicles are subject to the following deductible structure, based on the Actual Cash Value (ACV) of the vehicle at the time of loss:

- Tier 1: Vehicle ACV \leq \$55,000 \rightarrow \$2,500 deductible
- Tier 2: Vehicle ACV $>$ \$55,000 \rightarrow \$5,000 deductible

HeyMoto reserves the right to determine vehicle value using industry-standard tools (e.g., Black Book, Manheim, or other licensed valuation sources). Deductibles are the OWNER's responsibility and will be subtracted from any approved payout.

Auto Liability Coverage – State Minimum Limits

HeyMoto provides auto liability insurance up to the state minimum financial responsibility limits based on where the vehicle is registered or operated. HeyMoto does not guarantee coverage above state minimums unless explicitly agreed to in writing.

Catastrophic Loss Cap – Location-Based Risk Limitations

Insurance coverage is subject to a \$300,000 per-location limit, regardless of how many vehicles are stored at that site. This applies to losses resulting from catastrophic events including, but not limited to:

- Fire;
- Flood;
- Earthquake;
- Hurricane;
- Hail;
- Riot;
- or civil commotion;
- Any other large-scale destructive events

Owners are strongly encouraged to diversify vehicle storage to avoid high-concentration exposure at a single location.

Total Loss Threshold – Coverage Voidance Clause

HeyMoto insurance will not provide coverage for any incident involving the loss of more than 10 vehicles valued at \$30,000 or more each in a single event or at a single location.

Acknowledgment of Risk & Terms

By participating in the HeyMoto platform, OWNER agrees to and acknowledges the following:

- Deductible structure, catastrophic caps, and claim limitations are material terms and not buried in policy language.
- OWNER understands these risks and accepts them at the time of enrollment.

Additional Legal Disclosures

- OWNER agrees that HeyMoto is not responsible for any uninsured loss or any loss exceeding the coverage limits stated above.
- OWNER assumes full responsibility for uninsured exposures and is encouraged to obtain additional coverage at their discretion.
- OWNER waives all claims against HeyMoto for losses beyond the scope of this coverage.

Coverage Parameters & Exclusions

- HeyMoto will provide insurance coverage details to both OWNER and RENTER at the time of booking.
- HeyMoto's insurance coverage includes only state-minimum auto liability and will not substitute an OWNER's legal obligation to maintain personal or commercial insurance.
- Coverage applies only while the vehicle is driven by the RENTER. HeyMoto's insurance is excess over Any policy naming the RENTER as an insured; or
- Any policy where the vehicle is listed as a covered auto.

OWNER Insurance Requirements & Acknowledgments

OWNER understands and agrees to the following insurance requirements and limitations:

- OWNER understands that OWNER must maintain their own personal or commercial auto insurance policy at all times. HeyMoto's insurance is not a replacement for OWNER's primary insurance. If OWNER selects HeyMoto's Collision and Comprehensive coverage, OWNER must also carry Collision and Comprehensive on their own policy. OWNER understands that if OWNER fails to maintain their required insurance, HeyMoto will not provide coverage and any claim will be denied.
- OWNER understands and agrees that HeyMoto's auto liability coverage applies only during the rental period and provides the minimum limits required by state law. No PIP, MedPay, UM, or UIM coverage is included unless required by law.
- OWNER understands that if a major event damages multiple vehicles stored at a single location, the total payout for that location is capped at \$300,000. Storing vehicles at different locations can reduce this risk.

HeyMoto insurance does not satisfy state filing requirements for vehicle registration, annual renewals, or post-accident filings. These remain the OWNER's responsibility

The parties acknowledge and agree that although HeyMoto will make reasonable efforts to provide accurate pricing information and services descriptions, pricing mistakes, typographical errors or mistakes regarding vehicle availability may occur. HeyMoto reserves the right to correct such mistakes and errors. In the event that a service is listed at an incorrect price or a vehicle availability description is inaccurate, HeyMoto shall have the right, in its sole discretion, to reject any reservation or to cancel any reservations placed for that vehicle or service.

The parties acknowledge and agree that HeyMoto insurance only provides limited insurance while temporarily operating on the HeyMoto platform. RENTERS and OWNERS are otherwise responsible for obtaining and maintaining any and all insurance each deems to provide appropriate coverage and policy limits.

The parties acknowledge and agree that HeyMoto.com shall not provide comprehensive or collision coverage on the vehicle, unless the OWNER selected this coverage for all of their vehicles.

Claims on HeyMoto Insurance

OWNER agrees to take clear pictures of all four corners of a rented card immediately prior to delivering the keys of a rented Vehicle to RENTER (the "EXCHANGE") . All prior damage to the vehicle must be documented prior to the EXCHANGE. If any damage occurs during the rental period, OWNER shall take pictures of such damage at the time of Drop Off. Failure to take timely and accurate pictures may result in denial of claim.

OWNER shall report all damage to a Vehicle rented through HeyMoto within 3 days from when the vehicle is returned to OWNER OR 3 days from when OWNER is notified of the incident, whichever is sooner. Failure to report claims within 3 days may result in denial of the claim.

In the event of a theft, OWNER must immediately file a report with the local police department. Any theft claim without a police report will be automatically denied.

Duties After an Accident or Loss

The Insured, or any person seeking coverage under this Agreement, shall cooperate fully with the Insurance Provider in the investigation, settlement, or defense of any claim or legal action.

In the event of an accident, claim, or loss, the Insured must:

- Promptly notify the Insurance Provider or its designated agent of the accident or loss, providing all reasonably requested details including time, place, and circumstances
- Cooperate fully in the investigation, settlement, or defense of any resulting claim or legal proceeding.
- Authorize the Insurance Provider to obtain medical records, reports, or any other pertinent documents as reasonably required.
- Submit to interviews, recorded statements, or physical examinations, as reasonably requested.
- Deliver to the Insurance Provider any legal notices, correspondence, or other documents received in connection with the incident.
- Refrain from assuming any obligation, admitting fault, or incurring any expenses without the prior written consent of the Insurance Provider, except in cases involving necessary emergency medical treatment.

Failure to comply with these duties may result in a denial of coverage.

Termination

HeyMoto may permanently or temporarily terminate or suspend OWNER's access to HeyMoto's Portals and/or Services without notice and without liability for any or no reason, including if, in HeyMoto sole determination, OWNER violates any provision of this AGREEMENT. In particular, HeyMoto may immediately terminate or suspend any User Account that has been found to repeatedly infringe any IP rights or is in violation of any other laws or this AGREEMENT and/or HeyMoto's Privacy Policy.

Upon termination of OWNER's access to or ability to use HeyMoto's Portals and Services, including but not limited to suspension of OWNER's User Account, OWNER's right to use or access any Service and/or any content will immediately cease. All provisions of this AGREEMENT that by their nature should survive termination, shall survive termination, including, but not limited to, ownership provisions, warranty disclaimers, and limitations of liability. Termination of OWNER's access to and use of HeyMoto's Portals and Services shall not relieve OWNER of any obligations arising or accruing prior to such termination or limit any liability. OWNER may terminate OWNER's User Account under this AGREEMENT at any time by emailing support@HeyMoto.com.

This AGREEMENT shall be deemed to include all other notices, policies, disclaimers and other terms and conditions contained in HeyMoto's Portals and as part of HeyMoto's Services, including HeyMoto's Privacy Policy. This AGREEMENT, along with HeyMoto other policies as referenced above, plus those designed to authorize certain relationships (such as the RENTAL AGREEMENT), constitute the entire agreement between OWNER and HeyMoto and supersede all prior communications whether electronic, oral or written, between OWNER and HeyMoto with respect to OWNER's access to and use of HeyMoto's Portals and Services.

If a conflict arises between any of the provisions in this AGREEMENT and any other document published in conjunction with HeyMoto's Services, this AGREEMENT governs, unless the conflict is with any provision in HeyMoto's Privacy Policy, in which case, HeyMoto's Privacy Policy governs. OWNER and HeyMoto agree to resolve all disputes through binding individual arbitration as further provided below.

This AGREEMENT represents HeyMoto. trustees, directors, officers, shareholders, subsidiaries, employees, attorneys, and agents. If, and to the extent, an action of any kind is brought against any such person or entity on account of HeyMoto's Services or any communications and interactions with HeyMoto services, such persons or entities shall have all of the protections afforded by this AGREEMENT, including any dispute resolution procedure.

WAIVER. The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this lease.

ENTIRE AGREEMENT AND MODIFICATION. This AGREEMENT constitutes the entire agreement between the parties. No modification or amendment of this AGREEMENT shall be effective unless in writing and signed by both parties.

INDEMNIFICATION. OWNER agrees to indemnify and hold harmless the HeyMoto from any loss; fines, liens, claims and expenses resulting from the maintenance and use of the vehicle.

ARBITRATION. Any controversy or claim relating to this AGREEMENT, including the construction or application of this AGREEMENT, will be settled by binding arbitration under the rules of the American Arbitration Association, or similar dispute resolution service, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of California

SIGNATORIES. This AGREEMENT is executed by HeyMoto, and by OWNER. This AGREEMENT shall be effective as of the date of creation of an owner account:

OWNER

[owner's name here]

[DATE]