

HeyMoto Terms of Service

Effective Date: November 19, 2025

1. Parties

These Terms of Service constitute a binding agreement between HeyMoto Inc. together with its affiliates (“HeyMoto”, “we”, “us”, or “our”) and you, the individual or entity that registers an account, lists a vehicle, or uses the platform (“Partner”, “Client”, “you”, or “your”).

2. Purpose and Acceptance

HeyMoto operates solely as a technology and data platform that enables peer-to-peer and business-to-consumer car sharing. We do not own, lease, title, register, store, inspect, maintain, clean, fuel, charge, or operate any vehicles. By creating an account, listing a vehicle, integrating with the HeyMoto API, or accepting any payment processed through the platform, you unconditionally accept these Terms and represent that you are lawfully able to enter into contracts and are authorized to bind your business.

3. Definitions

(a) “Platform” means the HeyMoto web dashboard, mobile applications, APIs, telematics services, and all related software. (b) “Qualified Booking Channel” means Airbnb, VRBO, Turo, Getaround, or any other third-party or HeyMoto-direct booking link that has been approved and integrated by us. (c) “Verified Member” means a driver who has been approved through a Qualified Booking Channel and HeyMoto’s verification process. (d) “ON-SHARE” means the period during which a vehicle is actively booked by a Verified Member. (e) “OFF-SHARE” means all other periods when the vehicle is under your exclusive possession and control. (f) “Primary Insurance” means the valid personal or commercial automobile insurance policy you are required to maintain on every listed vehicle and that is on file with the applicable Department of Motor Vehicles.

4. Scope of Services

HeyMoto provides only software, data, and optional insurance-facilitation services, including but not limited to dashboard access, telematics integration, keyless-entry tools, driver verification APIs, payment processing, revenue splitting, usage analytics, and optional supplemental insurance programs. HeyMoto does not inspect, maintain, clean, fuel, charge, or guarantee the roadworthiness of any vehicle; does not collect, report, or remit sales, occupancy, franchise, or employment taxes on your behalf; does not verify or assume responsibility for your compliance with any licensing, registration, permitting, zoning, HOA, or vehicle-safety laws; and does not

independently screen or guarantee the performance or safety of any driver beyond the data supplied by Qualified Booking Channels.

5. Your Responsibilities

You represent, warrant, and covenant that at all times you will: (a) own or lawfully control every vehicle listed on the Platform; (b) maintain all licenses, permits, registrations, insurance, and tax obligations required to operate a commercial car-sharing business in every jurisdiction in which your vehicles are made available; (c) keep every listed vehicle safe, roadworthy, free of open safety recalls, and properly maintained; (d) maintain continuous Primary Insurance that meets or exceeds state financial-responsibility limits and expressly permits peer-to-peer or commercial car sharing; (e) submit accurate and complete vehicle information (VIN, photos, mileage, features, pricing, and availability); (f) permit bookings only through Qualified Booking Channels and only to Verified Members; (g) report every accident, incident, theft, or claim to your Primary Insurance carrier and to HeyMoto within forty-eight (48) hours of discovery; (h) fully cooperate with any insurer in the investigation and defense of claims; and (i) immediately remove from the Platform any vehicle that becomes uninsurable, unregistered, or unlawful to share.

6. Insurance Requirements and Conditions

All supplemental insurance programs facilitated by HeyMoto are contingent, excess, and usage-based. They are valid only when valid Primary Insurance is continuously in force and only during ON-SHARE periods with Verified Members through Qualified Booking Channels. Claims will be denied if Primary Insurance has lapsed, contains a car-sharing exclusion, or if you fail to comply with any reporting or eligibility requirement. Physical-damage reimbursement, if elected, is further contingent on proof of comprehensive and collision coverage under your Primary Insurance. In the event of a total loss or catastrophic event, HeyMoto's maximum liability under any supplemental program is capped at Three Hundred Thousand Dollars (\$300,000) per Partner location regardless of the number of vehicles involved. The master insurance policy issued by the underwriting carrier always controls over these Terms.

7. Term and Termination

These Terms remain in effect until terminated. Either party may terminate at any time with thirty (30) days written notice. HeyMoto may immediately suspend or terminate your account, any vehicle, or supplemental insurance for fraud, non-payment of fees, insurance lapse, material breach, safety risk, or at the direction of our insurance underwriters.

8. Disclaimers

HEY MOTO PROVIDES THE PLATFORM “AS-IS” AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. HeyMoto is not liable for regulatory fines, mechanical failure, negligent entrustment, or any loss occurring outside an active, compliant ON-SHARE trip.

9. Indemnification

You agree to defend, indemnify, and hold harmless HeyMoto, its officers, directors, employees, and agents from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your vehicles, your operations, your breach of these Terms, or your violation of any law or third-party right.

10. Limitation of Liability

To the maximum extent permitted by law, HeyMoto's aggregate liability arising out of or relating to these Terms or the Platform will not exceed the total fees actually paid by you to HeyMoto in the twelve (12) months preceding the event giving rise to the claim. In no event will HeyMoto be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages, including lost profits, loss of use, or loss of data.

11. Dispute Resolution and Governing Law

These Terms are governed by the laws of the State of Delaware without regard to conflict-of-law principles. Any dispute arising out of or relating to these Terms or the Platform shall be resolved exclusively through confidential binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator and may, at HeyMoto's election, be held virtually.

12. Intellectual Property and Testimonials

All trademarks, logos, software, and content on the Platform are owned by or licensed to HeyMoto. By submitting testimonials, reviews, photographs, or other feedback, you grant HeyMoto a perpetual, irrevocable, royalty-free, worldwide license to use, display, and distribute such materials (including your name, likeness, and vehicle images) for marketing and promotional purposes.

13. Entire Agreement and Amendments

These Terms, together with any separate fee schedule or Partner addendum, constitute the entire agreement between the parties. HeyMoto may amend these Terms at any time by posting the revised version on the Platform or notifying you by email. Your continued use of the Platform thirty (30) days after such notice constitutes acceptance of the amended Terms.

14. Role Clarification and No Vicarious Liability

HeyMoto acts solely as a technology and administrative platform provider. We do not take possession, custody, or control of any vehicle. Nothing in these Terms creates a joint venture, partnership, employment, or agency relationship. HeyMoto shall not be vicariously or jointly liable for the acts, omissions, drivers, or vehicles of any Partner.

By continuing to use the HeyMoto platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service in their entirety.

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