

# Moveo Technologies Corporation (dba drvn) Terms of Use - 10/01/2023

Welcome to the MOVEO TECHNOLOGIES CORPORATION d/b/a DRVN ("DRVN") Terms of Use Agreement. For purposes of this agreement, ("Site") refers to DRVN's websites, which can be accessed at (drvn.com) and through our VIP portal (vip.drvn.com). ("Service") or ("Services") refers to DRVN's on-line reservation services accessed via the Site, in which users can book chauffeured ground transportation services over its online platform. The terms ("DRVN", "we," "us," and "our") refer to MOVEO TECHNOLOGIES CORPORATION d/b/a DRVN, as the Site and/or Services provider. ("You") collectively refer both to you, as a user of our Site and/or Services and individuals using the Site and/or Services on your behalf or a business entity, whether as an employee, consultant, or agent of such business entity. You have the legal capacity and authority to bind such individuals or business entity to the Terms of Use Agreement.

With regards to your use of the Site and/or Services, which include DRVN's Service Agreement and Privacy Policy, incorporated into this Terms of Use Agreement by reference, the terms and conditions contained herein (collectively, the "Agreement") are a legal agreement between You and DRVN.

This Terms of Use Agreement and all linked agreements, terms, and policies herein should be relied on only as a series of online documents, should you choose to view and print these documents and rely on them, you must print all documents linked within.

## 1. Acceptance of Terms

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITE AND/OR SERVICES. BY USING THE SITE AND/OR SERVICES, YOU AGREE TO THESE TERMS OF USE. DRVN MAY CHANGE THESE TERMS OF USE FROM TIME TO TIME WITHOUT NOTICE, AND SUCH CHANGES WILL BE EFFECTIVE ON THE DATE THEY ARE POSTED ON THE SITE. USE OF THE SITE AND/OR SERVICES AFTER SUCH CHANGES HAVE BEEN POSTED CONSTITUTES YOUR ACCEPTANCE OF ALL SUCH CHANGES. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE SITE AND/OR SERVICES PROVIDED BY DRVN.

## 2. Use of the Site and/or Services

You may only use the Site and/or Services in accordance with the Terms of Use, any posted policies and procedures that appear on the Site, and for lawful purposes. You agree not to use the the Site and/or Services to: (a) transmit any material that infringes or misappropriate any third party's copyright, trademark, trade secret, patent, or other proprietary rights, (b) transmit any material that is false, inaccurate, fraudulent, or misleading, (c) distribute computer viruses, worms, or software intended to damage or alter a computer system without the owner's consent, (d) use "auto-responders," "cancel-bots," or other similar mechanisms that generate excessive network traffic, (e) transmit any unlawful, harmful, defamatory, pornographic, obscene, vulgar, threatening, harassing or otherwise objectionable material, (f) send or relay any unsolicited advertising or chain letters, (g) exceed your permitted access or attempt to gain unauthorized access to the Site and/or Services, or any part thereof, or other accounts, computer systems or networks, through login password mining or any other means, (h) frame any portions of the Site and/or Services within another web site or establish links from any other web site to any page of the Site other than the home page or (i) resell use of, or access to, the Site and/or Services to any third party without DRVN's prior written consent. DRVN reserves the right to terminate your access to the Site and/or Services at any time without notice if we determine, in our sole discretion, that you have abused or violated any of these terms and conditions.

### **3. User Registration**

You are responsible for maintaining the confidentiality of any email username and/or password provided to you by DRVN for use in connection with the Site and/or Services. You are solely responsible for all activities that occur under your email username and/or password, and you agree to notify DRVN immediately of any unauthorized use of your email username and/or password or any other breach of security related to the Site and/or Services. DRVN will not be liable for any loss or damage arising from your failure to safeguard your email username and/or password or to comply with this section.

### **4. Use of Services**

DRVN's provision to you of the Services may be subject to other terms, conditions, and restrictions posted on the Site or otherwise communicated in writing to you by DRVN, including via email. The Services are subject to availability across all markets and will be deemed available through an email confirmation provided by DRVN. Please refer to the Frequently Asked Questions page and/or Service Agreement page for more information.

## **5. Payment Processing**

DRVN uses a third-party payment processor (the “Payment Processor”) to link your credit card account to pay for the Services booked on the Site. The processing of payments or credits, as applicable, in connection with your use of the Site and/or Services will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to these Terms of Use. DRVN is not responsible for any errors by the Payment Processor. In connection with your use of the Site and/or Services, DRVN will obtain certain transaction details, which DRVN will use solely in accordance with the Privacy Policy.

## **6. Payment Terms**

You are responsible for all fees, including taxes, associated with your use of the Service. All fees charged to you by DRVN, are due in accordance with the Service Agreement on DRVN’s invoices and other formal written arrangements if any. DRVN reserves the right to determine final pricing, and, at its sole discretion, may make promotional offers with different features and different rates. These promotional offers, unless made to you, shall have no bearing whatsoever on DRVN’s final pricing. DRVN may change the fees for its Services, as it deems necessary. Please refer to our Service Agreement for further information.

## **7. Privacy**

DRVN respects your privacy. Please refer to our Privacy Policy which explains how we collect, use, and disclose information that pertains to your privacy.

## **8. Cookie Policy**

DRVN employs “cookies” or similar technologies. Please refer to our Cookie Policy for further information.

## **9. Communications and Delays**

E-mail, text messages (SMS), push notifications (PNS), ultra-low frequency communications (ULF), and/or near field communications (NFC) sent from, sent by, or authorized to be sent by DRVN are designed to make your use of the Services more efficient. You specifically agree to accept and consent to receiving all the aforementioned forms of communication (E-mail, SMS, PNS, ULF and NFC) as initiated or authorized by DRVN. Standard SMS charges applied by your mobile carriers will apply to SMS messages DRVN sends you. DRVN reserves the right to cancel the notification Services at any time; you may cancel (opt-out) the

Services by replying to any text message received from DRVN with the word “STOP”. DRVN Site and/or Services Content may be temporarily unavailable from time to time for maintenance or be subject to delays, data loss, delivery failures, or other problems inherent in the use of the Internet and other electronic communications protocols. DRVN assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, communications, or for any damages resulting from such problems.10. International AccessThe Site and/or Services are provided from the United States of America and all servers that make it available reside in the U.S.A. The laws of other countries may differ regarding the access and use of the Site and/or Services. We make no representations regarding the legality of this Site and/or Services in any other country and it is your responsibility to ensure that your use complies with all applicable laws outside of the U.S.A.

## **10. International Access**

The Site and/or Services are provided from the United States of America and all servers that make it available reside in the U.S.A. The laws of other countries may differ regarding the access and use of the Site and/or Services. We make no representations regarding the legality of this Site and/or Services in any other country and it is your responsibility to ensure that your use complies with all applicable laws outside of the U.S.A.

## **11. Proprietary Rights and Communication with DRVN**

(i) The Site, and certain content therein, the Services, and any underlying software may be protected by copyright, trademark, patent, and/or other intellectual property and proprietary rights laws and are owned (along with all proprietary rights therein, including all rights, in and to the Site and/or Services, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Site and/or Services) by MOVEO TECHNOLOGIES CORPORATION d/b/a DRVN and/or its licensors. You agree that you will not copy, distribute, republish, display, post, transmit, download, or modify any content you obtain from the Site and/or Services, or any other DRVN or licensor owned intellectual property without DRVN's prior permission; provided, however, that you may download or print a copy of information from the Site for your use in learning about, reserving, or using the Services.

(ii) Excepting any suggestions, ideas, enhancement requests, feedback,

recommendations or any other information deemed proprietary and detailed above in 4(i), any other communication or material you transmit to us by email or otherwise, including any data, questions, comments, suggestions, or the like is and will be treated as, non confidential and nonproprietary. Except to the extent expressly covered by our Privacy Policy, anything you transmit or post may be used by us for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, you expressly agree that we are free to use any ideas, concepts, know-how, or techniques contained in any communication you send to us without compensation and for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products and services using such information.

## **12. Third-Party Applications**

The Site and/or Services may enable you to link or connect you to use functionalities of third-party applications, services, or sites that are not owned or controlled by DRVN ("Third Party Applications"). Any Third Party Applications are subject to the terms and conditions of the relevant third-party provider. DRVN has no control over and is not responsible or liable for any matters relating to your dealings or transactions with such third parties and over any third-party content, syndicated content, applications, services, sites, advertisements, links, privacy policies and/or practices of any such third parties that may be accessible via the Site and/or Services. It is your responsibility to check the privacy policies and terms of service and usage of all third party sites that you visit prior to downloading or using any such Third Party Applications.

## **13. Warranty Disclaimer**

THE SITE AND/OR SERVICES AND ANY INFORMATION PROVIDED THROUGH THE SITE AND/OR SERVICES, INCLUDING ANY THIRD PARTY APPLICATIONS OR THIRD PARTY PROVIDED INFORMATION, ARE PROVIDED BY DRVN ON AN "AS IS" BASIS AND NEITHER DRVN NOR ITS SUBSIDIARIES, PARTNERS, AFFILIATES, VENDORS OR SUBCONTRACTORS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE AND/OR SERVICES OR THE INFORMATION MADE AVAILABLE BY OR THROUGH THE SITE AND/OR SERVICES. IN ADDITION, DRVN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY AND NON-STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, THE ACCURACY OF INFORMATION, TITLE, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE AND

NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR CUSTOM OF TRADE. NEITHER DRVN NOR ANY OF ITS SUBSIDIARIES, PARTNERS, AFFILIATES, VENDORS OR SUBCONTRACTORS WARRANTS THAT USE OF THE SITE AND/OR SERVICES WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE AND/OR SERVICES ARE FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS.

Some jurisdictions may not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

## **14. Limitation of Liability**

IN NO EVENT WILL DRVN, ANY OF ITS SUBSIDIARIES, PARTNERS, AFFILIATES, VENDORS OR SUBCONTRACTORS, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, THE SERVICES, OR ANY WEBSITES OR THIRD PARTY APPLICATIONS LINKED TO THE WEB SITE, THE SERVICES, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER DRVN KNEW OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DRVN'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING FROM OR RELATING TO THE SITE AND/OR SERVICES (REGARDLESS OF THE CAUSE OF ACTION, WHETHER UNDER CONTRACT, TORT, OR OTHER LEGAL THEORY) IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID BY THE USER TO DRVN FOR THE SPECIFIC SERVICE THAT IS THE SUBJECT OF THE DISPUTE OR (ii) \$50. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF, AND SHALL APPLY REGARDLESS OF, ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

You acknowledge that DRVN has agreed to provide the Site and/ or Service in reliance on the exclusions of liability and disclaimers of warranty set forth herein. Some jurisdictions do not allow the limitation of incidental or consequential damages, so the above limitation may not apply to you.

## **15. Indemnification**

You agree to indemnify and hold DRVN, its subsidiaries, partners, affiliates, vendors, subcontractors, officers, employees, and agents harmless from any and all losses, liabilities, damages and/or costs (including reasonable attorneys' fees) arising from any third-party claims arising from or related to your use of the Site and/or Services, or your violation of the Terms of Use, Service Agreement and/or Privacy Policy.

## **16. Arbitration**

Any and all disputes pursuant to these Terms of Use, or otherwise between the parties, shall be submitted to binding arbitration in the State of Florida in Miami-Dade County in accordance with the commercial rules of the American Arbitration Association ("AAA") then in effect. The arbitration panel shall consist of one (1) neutral arbitrator if the amount in controversy is less than \$25,000, otherwise the panel shall consist of three (3) neutral arbitrators, each an attorney with at least five (5) years of experience in the primary area of law as to which the dispute relates. The costs of the arbitration shall be shared equally by the parties, provided that the arbitrator may award attorneys costs and expenses to the prevailing party. The parties agree that any actions or disputes shall be adjudicated between the parties hereto, and shall not be combined with any other actions or disputes of other parties. Notwithstanding the foregoing, this arbitration clause shall not in any way be deemed to limit DRVN's right to commence an action in an appropriate court (and without submitting to arbitration) to protect its intellectual property rights or enjoin prohibited use of the Site and/or Services.

## **17. Governing Law**

The laws of the State of Florida shall govern these Terms of Use. Subject to the arbitration provision above, you hereby expressly consent to exclusive jurisdiction and venue in the courts located in Miami-Dade County, Florida for all matters arising in connection with these terms of use or your access or use of the Site and/or Services.

## **18. Section Headings and Summaries**

Throughout these Terms of Use, DRVN's Service Agreement and/or DRVN's Privacy Policy, each section includes titles and brief summaries of the following terms and conditions. These section titles and brief summaries are not legally binding.

## **19. Severability**

If any part of these Terms of Use shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Use.

## **20. Waiver and Remedies**

The failure of DRVN to partially or fully exercise any rights or the waiver of DRVN of any breach of these Terms of Use by you, shall not prevent a subsequent exercise of such right by DRVN or be deemed a waiver by DRVN of any subsequent breach by you of the same or any other term of these Terms of Use. The rights and remedies of DRVN under these Terms of Use and any other applicable agreement between you and DRVN shall be cumulative, and the exercise of any such right or remedy shall not limit DRVN's right to exercise any other right or remedy.

## **21. Force Majeure**

DRVN shall not be responsible for damages caused by delay or failure to perform, in full or in part, any of its obligations in connection with the Site and/or Services provided that there is due diligence in attempted performance under the circumstances and that such delay or failure is due to fire, earthquake, unusually severe weather, strikes, government-sanctioned embargo, flood, act of God, act of war or terrorism, act of any public authority or sovereign government, civil disorder, delay or destruction caused by the public carrier, or any other circumstance substantially beyond the control of DRVN.

## **22. Notice**

DRVN may give notice by email or by first-class mail to your email and address, as registered by DRVN and on record in DRVN's database of account information. Such notice is deemed to have been given 48 hours after postmarked (if sent by first class mail) or 12 hours after sending (if sent by email). You may give notice to DRVN (such notice shall be deemed given when received by DRVN) at any time either by letter delivered by either FedEx or UPS overnight delivery services or first class postage prepaid mail to DRVN to the attention of Chief Executive Officer at the following address:

**MOVEO TECHNOLOGIES CORPORATION**  
95 Merrick Way, Suite 514, Coral Gables, FL 33134



## **23. Entire Agreement**

These Terms of Use and the other policies and terms posted on the Site set forth the entire agreement between you and DRVN on this subject matter and supersede all other negotiations, understandings, statements, and agreements between the parties.

## **24. Contact Information**

Should you have any questions regarding these Terms of Use you may contact us at [info@drvn.com](mailto:info@drvn.com). Notwithstanding the foregoing, DRVN is under no obligation to provide technical support for the Site and/or Services

EFFECTIVE: 10/01/2023