

Moveo Technologies Corporation (dba drvn) Terms of Use - 06/04/2025

Welcome to the Moveo Technologies Corporation (dba drvn) ("MTC") Terms of Use Agreement. For purposes of this agreement, ("Site") refers to our websites, which can be accessed at (drvn.com) and through our VIP portal (vip.drvn.com). ("Service") or ("Services") refers to MTC's online reservation services accessed via the Site, in which users can book chauffeured ground transportation services over its online platform. The terms ("MTC", "we," "us," and "our") refer to Moveo Technologies Corporation (dba 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 MTC'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 MTC.

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. MTC MAY CHANGE THESE TERMS OF USE FROM TIME TO TIME WITHOUT NOTICE, YOUR CONTINUED USE OF THE SITE AND/OR SERVICES ALSO CONSTITUTES YOUR AGREEMENT TO RECEIVE COMMUNICATIONS RELATED TO YOUR USE OF THE PLATFORM, INCLUDING EMAIL MARKETING, SMS ALERTS, AND OTHER PROMOTIONAL UPDATES, PROVIDED YOU HAVE GIVEN EXPLICIT CONSENT (I.E., THROUGH DOUBLE OPT-IN OR SIMILAR METHODS).

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 misappropriates 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 MTC's prior written consent. MTC 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 MTC 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 MTC 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. MTC 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

MTC'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 MTC, including via email. The Services are subject to availability across all markets and will be deemed available through an email confirmation provided by MTC. Please refer to the Frequently Asked Questions page and/or contact our support team at info@drvn.com for more information.

5. Payment Processing

MTC 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. MTC is not responsible for any errors by the Payment Processor. In connection with your use of the Site and/or Services, MTC will obtain certain transaction details, which MTC 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 MTC are due in accordance with the Service Agreement on MTC's invoices and other formal written arrangements, if any. MTC 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 MTC's final pricing. MTC may change the fees for its Services, as it deems necessary. Please refer to our Service Agreement for further information.

7. Privacy

MTC respects your privacy. Please refer to our Privacy Policy, which explains how we collect, use, and disclose information that pertains to your privacy. By using our Services, you acknowledge that the personal information you provide (such as name, phone number, or email address) may be used to send newsletters, SMS alerts, promotions, or other marketing-related communications — but only if you have explicitly opted in.

8. Cookie Policy

MTC 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 near field communications (NFC) sent from or authorized by MTC are designed to enhance your experience using our Services. You specifically agree to receive these communications. Standard carrier charges may apply. You may unsubscribe from marketing-related communications, including emails, SMS, and push notifications, at any time by clicking the unsubscribe link in each message or by contacting us at info@drvn.com. You may also opt out of SMS notifications by replying to any message with the word “STOP.” MTC reserves the right to cancel notification services at any time. Site and/or Services content may occasionally be unavailable due

to maintenance or issues inherent to electronic communications. MTC assumes no responsibility for any related disruptions or damages resulting from such problems.

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. Users accessing the Site from outside the United States acknowledge that their data may be processed in accordance with U.S. laws. MTC makes reasonable efforts to adhere to international data privacy standards, including the European Union's GDPR and Canada's CASL. MTC makes reasonable efforts to comply with international privacy standards, including the General Data Protection Regulation (GDPR) and Canada's Anti-Spam Legislation (CASL). Users outside the U.S. may contact info@drvn.com to request updates, access, or deletion of their personal data.

11. Proprietary Rights and Communication with MTC

(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 MTC 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 MTC or licensor owned intellectual property without MTC'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 MTC ("Third Party Applications"). Any Third Party Applications are subject to the terms and conditions of the relevant third-party provider. MTC 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 MTC ON AN "AS IS" BASIS AND NEITHER MTC 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, MTC 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 MTC 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 MTC, 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 MTC KNEW OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MTC'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 MTC 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 MTC 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 MTC, 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 MTC'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. This arbitration clause also applies to disputes related to the receipt, content, or management of marketing communications delivered by MTC.

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

21. Force Majeure

MTC 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 MTC.

22. Notice

MTC may give notice by email or by first-class mail to your email address and address, as registered by MTC and on record in MTC'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 MTC (such notice shall be deemed given when received by MTC) at any time either by letter delivered by either FedEx or UPS overnight delivery services or first class postage prepaid mail to MTC to the attention of the Chief Executive Officer at the following address:

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

23. Your Privacy Rights (Global Compliance)

We are committed to protecting your privacy and providing transparency regarding your data rights, in compliance with applicable data protection laws around the world.

Depending on your location and the privacy laws that apply to you, you may have one or more of the following rights:

(i) Across global privacy regulations—including the GDPR (EU and UK), CCPA/CPRA (California), PIPEDA (Canada), APPI (Japan), LGPD (Brazil), and others—you may be entitled to:

Right to Access – Request access to the personal data we hold about you.

Right to Rectification – Request corrections to any inaccurate or incomplete data.

Right to Erasure / Deletion – Request deletion of your personal data, subject to certain legal or contractual obligations.

Right to Restrict Processing – Request that we limit how your data is processed in certain situations.

Right to Object – Object to the processing of your personal data, including for direct marketing.

Right to Data Portability – Receive your data in a portable, machine-readable format and transmit it to another controller.

Right to Withdraw Consent – Withdraw previously given consent for processing activities.

Right Not to Be Subject to Automated Decision-Making – Avoid being subject to decisions based solely on automated processing, including profiling, that may have legal or similarly significant effects.

Right to Non-Discrimination – Exercise your privacy rights without being denied services or subjected to unfair treatment.

Some jurisdictions also provide:

Right to Opt Out of Sale or Sharing of Personal Data (e.g., CCPA/CPRA in California)

Right to Limit Use of Sensitive Personal Information

Right to Lodge a Complaint with a supervisory authority or data protection authority

(ii) We make a good-faith effort to comply with all applicable privacy laws and regulations, including:

EU/EEA: General Data Protection Regulation (GDPR), ePrivacy Directive (Cookie Law)

United States: CCPA/CPRA (California), VCDPA (Virginia), CPA (Colorado), CTDPA (Connecticut), UCPA (Utah), CAN-SPAM Act

Canada: PIPEDA, Canada's Anti-Spam Legislation (CASL)

United Kingdom: UK GDPR, Data Protection Act 2018

Australia: Privacy Act 1988, Spam Act 2003

New Zealand: Privacy Act 2020

Japan: Act on the Protection of Personal Information (APPI)

South Korea: Personal Information Protection Act (PIPA)

Brazil: Lei Geral de Proteção de Dados (LGPD)

India: Digital Personal Data Protection Act (DPDPA)

Users located in these regions are encouraged to consult their local laws to understand the specific rights and protections available.

(iii) You may exercise your rights at any time by contacting us using the details below:

Email: privacy@drvn.com

Phone: +1 786 933 7300

Mailing Address:

Moveo Technologies Corporation (dba drvn)

Attn: Melissa Rey, Compliance Manager

95 Merrick Way, Coral Gables, Florida 33134

We will respond to all verifiable requests within the timeframe required by applicable law—typically within 30 days. We may require identity verification before processing your request and reserve the right to deny requests that are unfounded or excessive.

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 MTC 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. Please note, MTC is under no obligation to provide technical support for the Site and/or Services. For privacy-related inquiries, including data access or deletion requests, contact privacy@drvn.com.

EFFECTIVE: 06/04/2025