Privacy Policy for Ryve

Last Updated: 3/11/25

Thank you for choosing Ryve. Your privacy is critically important to us. This Privacy Policy outlines our practices for collecting, using, and safeguarding your information when you use our services, products, websites, and applications (collectively, the “Services”). By using Ryve Services, you agree to the privacy terms outlined below.

### **1. User Agreement**

By accessing or using the Ryve app or website, you agree to the terms of this Privacy Policy, as amended from time to time. If you do not agree with any part of this Privacy Policy, you must immediately discontinue use of the Platform. Your continued use of the Platform, at this time, or after any updates to this Privacy Policy constitutes acceptance of the Privacy Policy terms.

2. Information We Collect

We collect information in the following ways:

 2.1. Information You Provide Directly

Account Information: When you register, we may collect your name, email address, address, password, and other personal details necessary to provide you with a personalized experience.

Payment Information: If you pay via the app or website, we may collect your billing information, payment card details, and other information necessary to complete transactions (processed securely through third-party providers).

Profile photo and driver/passenger preferences

Support Interactions: If you contact us for customer support, we may collect details about your request to provide you with the best assistance.

2.2. Information Collected Automatically

Device Information: We collect information about the device you use to access our Services, such as the type of device, operating system, and browser type.

Usage Data: We collect data about how you interact with our Services, including logs of when you access our Services, the features you use, and actions you take.

#### 2.3 Location Data

Real-time GPS location to match drivers and passengers

Trip history and route information

#### 2.4 Device and Usage Information

IP address, device model, and operating system

App usage patterns and interactions

#### 2.5 Communications Data

Customer support inquiries and feedback

Messages exchanged within the app (if applicable)

2.6 Cookies and Tracking Technologies: We may use cookies and similar technologies to track your activity on our website and within our apps. This information is used to improve your experience and analyze usage patterns.

2.7. Information from Third Parties

We may receive information from third parties, such as marketing partners, analytics providers, or social media platforms, to enhance our Services and provide relevant information or advertisements.

3. How We Use Your Information

We use the information we collect for various purposes, including to:

Facilitate ride bookings and match drivers with passengers

Process payments and provide trip summaries:

Improve app functionality and user experience:

Ensure safety and compliance with legal obligations:

Send service-related notifications and promotional offers (with consent) :

Provide and maintain our Services;

Process and complete transactions, and send related information, including purchase confirmations and invoices;

 Manage your account and respond to inquiries;

 Improve and personalize your experience with our Services;

 Conduct research and analysis to develop and improve our Services;

 Send you information about new features, offers, and updates, with your consent where required;

 Detect, investigate, and prevent fraudulent transactions, abuse, or security threats; and

 Comply with legal obligations and enforce our terms.

4. How We Share Your Information

We may share your information in the following cases:

Drivers and Passengers: To enable ride-matching and trip facilitation

Payment Processors: To securely handle transactions

Law Enforcement or Regulators: If required by law or to protect user safety

Service Providers: For analytics, customer support, and fraud prevention

With Service Providers: We may share your information with third-party service providers who assist us in delivering, improving, and supporting our Services.

With Business Partners: We may share aggregated, anonymized data with our business partners to enhance and analyze the performance of our Services.

For Legal Reasons: We may disclose your information if required by law or in response to a valid legal process, such as a subpoena, court order, or government demand.

In Business Transfers: If we are involved in a merger, acquisition, or sale of assets, your information may be transferred to the successor company, subject to this Privacy Policy.

Sale of Personal Information

Under certain circumstances, Ryve may sell personal information to third parties, such as marketing partners, to enhance our ability to provide relevant offerings and promotions to our users. If we sell your personal information, we will provide you with an option to opt-out of the sale of your personal information, in accordance with applicable data privacy laws.

You may exercise your right to opt out of the sale of your personal information by contacting us at [contact@Ryve.com] or following instructions provided in the relevant communications.

5. Your Choices and Rights

Depending on your location, you may have certain rights regarding your personal information. These rights may include:

- Access, correction, or deletion of your personal information;

- Restriction or objection to processing your information;

- Data portability;

- Withdrawing your consent at any time; and

- Lodging a complaint with a supervisory authority.

To exercise these rights, please contact us at info@ ryve.com. We will respond to your request in accordance with applicable laws.

 6. Security of Your Information

We implement reasonable security measures to protect your information from unauthorized access, disclosure, alteration, or destruction. However, no security system is completely secure, and we cannot guarantee the absolute security of your information. As no system is 100% secure, we encourage users to take precautions with their personal data.

 7. Data Retention

We retain your information only as long as necessary for the purposes outlined in this Privacy Policy or as required by law. We retain your data as long as necessary for legal, operational, and security purposes. Upon account deletion, certain information may be retained for compliance reasons.

8. International Data Transfers

Your information may be transferred to and processed in countries outside your own, including countries with data protection laws different from your own. We take appropriate steps to ensure your information remains protected according to this Privacy Policy.

9. Children’s Privacy

Our Services are not directed toward children under 13, and we do not knowingly collect personal information from children. If we discover that a child has provided us with personal information, we will promptly delete it.

**10. Arbitration Clause & Class-Waiver**

**By using Ryve Services, you agree that any dispute, claim, or controversy arising out of or related to this Privacy Policy, including the breach, termination, enforcement, interpretation, or validity thereof, shall be settled by binding arbitration administered by National Arbitration & Mediation (“NAM”) in Manhattan, New York on an individual basis. The arbitration will be conducted in English and in accordance with the rules of the selected arbitration company ( “NAM”).**

**The arbitration decision shall be final and binding upon the parties, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. This arbitration clause does not apply to claims for injunctive or equitable relief, which may be brought in a court of competent jurisdiction.**

### **Class Action Waiver**

**By using the Ryve app or website, you agree that any disputes, claims, or controversies arising from or relating to this Privacy Policy, the use of the Platform, or any services provided by Ryve shall be resolved on an individual basis only.**

**To the fullest extent permitted by law:**

1. **No Class Actions – You waive any right to pursue or participate in a class action, class arbitration, or other representative proceeding against Ryve, whether as a plaintiff, class member, or in any other capacity.**
2. **Individual Claims Only – All claims must be brought on an individual basis, and consolidated or joint proceedings are not permitted.**
3. **Severability – If any portion of this Class Action Waiver is found to be unenforceable, the remainder shall still apply, and any claims must proceed on an individual basis.**

10. Limitation of Liability

To the fullest extent permitted by law, Ryve’s liability for any damages arising from or related to your use of the Services, regardless of the form of action, will at all times be limited to $100 or the amount you have paid to Ryve for the use of Services in the three (3) months preceding the event giving rise to the claim, whichever is less.

Ryve shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or goodwill, even if Ryve has been advised of the possibility of such damages.

10.1: Statute of Limitations

The Parties agree that any claim, demand, or cause of action arising out of or related to this Agreement, or any incident giving rise to such claim, must be filed within one (1) year from the date of the incident that forms the basis of the claim. Any claims filed after this period shall be deemed time-barred and permanently waived, regardless of any otherwise applicable statute of limitations.

11. Changes to this Privacy Policy

We may update this Privacy Policy periodically to reflect changes in our practices or for other operational, legal, or regulatory reasons. We will notify you of significant changes through our Services or other means, and we encourage you to review this policy periodically.

12. Contact Us

If you have questions or concerns about this Privacy Policy or our data practices, please contact us at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Agreement ensures users explicitly agree to the Privacy Policy by using the app or website, including any future changes or amendments. By accessing or using the Ryve app or website, you agree to the terms of this Privacy Policy, as amended from time to time.