

## TERMS OF USE

Welcome to the GoVysh application and the website <http://www.vyshmedia.com> (together, the “Application”), owned and operated by GoVysh Digital Media LLC, a Delaware limited liability company (the “Company”). By using the Application, you are accepting and agreeing to these terms (these “Terms of Use”), governing the Company’s relationship with you in relation to this Application. The terms “You” and “Your” shall mean the person or entity (e.g., company, corporation, partnership, sole proprietor, etc.) utilizing the Application.

The Company provides a platform where persons may be matched with convenient transportation options. These Terms of Use create a binding legal agreement between you and the Company regarding your use of the Application. Your access to the Application is subject to these Terms of Use. IF YOU DO NOT AGRREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THE COMPANY PLATFORM OR ANY SERVICES PROVIDED THERETHROUGH.

The Company reserves the right to suspend or terminate accounts used for activity prohibited by these Terms of Use. The Company additionally reserves the right to update and change these Terms of Use by posting updates and changes to the Application. You are advised to check these Terms of Use from time to time for any updates or changes.

PLEASE BE ADVISED: THIS TERMS OF USE CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND THE COMPANY CAN BE BROUGHT (SEE SECTION 5 BELOW). PLEASE REVIEW THE ARBITRATION AGREEMENT BELOW CAREFULLY, AS IT REQUIRES YOU TO RESOLVE ALL DISPUTES WITH THE COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP, OR REPRESENTATIVE ACTION OR PROCEEDING, AND WITH LIMITED EXCEPTIONS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF USE AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

1. Eligibility. To use the Application, you must have reached the age of majority in the state or country in which you reside, be no less than eighteen (18) years of age, and be fully able and competent to enter into and abide by these Terms of Use.
2. Application Usage.
  - a. Non-exclusive; Non-commercial use. The Application is offered to you on a non-exclusive basis for your personal use.
  - b. No Illegal, Unintended, or Unauthorized Use. You may access the Application solely for the intended purpose of the Application, through normal functionality of the Application. You may not use the Application for any illegal or unauthorized purposes. You may not use the Application in a way that could damage its content or impair its operation in any way. You agree not to access, or attempt to access, any portion of the Application by any means other than through the interface that is provided by the Company, unless you have been

specifically allowed to do so in a separate agreement by the Company. You specifically agree not to access, or attempt to access, any portion of the Company through any automated means, including use of scripts or bots.

c. The Company's Content. The Company owns and retains all right, title, and interest in and to the Application, and all related technology, materials, data, tools, widgets, user activity reports, intellectual property, programming, development, and design, including but not limited to the front and backend systems, visual design, and accompanying databases. All the content on the Application, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features, designs, trademarks, service marks, trade dress, and logos contained herein, are owned by or licensed to the Company, subject to copyright and other intellectual property rights under the law. Content on the Application is provided to you on an "as is" basis for your information and personal use only and may not be copied, reproduced, distributed, transmitted, displayed, publicly performed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective rights holders.

d. User Accounts. In order to access certain features of the Application, you must create and/or log into a user account of your own. Use of another's account is not permitted. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs in your account. You are also responsible for maintaining the security of your account password, as well as the passwords of any third-party services that you may have elected to link to your account, including any digital out of home advertising. You agree to notify the Company immediately of any breach of security or unauthorized use of your account. The Company reserves the right to reclaim usernames on behalf of businesses or individuals that hold legal claim or trademark on those usernames.

e. User Content. The Application may provide you with the ability to post comments or share content ("User Content"). You grant to the Company a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform, and distribute your User Content on the Application. In addition, you represent, warrant, and agree that you own or have all licenses and rights to use and to authorize the Company to enable, use, display, and distribute User Content. The Company reserves the right to remove any material you post at any time and for any reason. User Content that constitutes inappropriate or illegal behavior, including without limitation, content of an abusive, defamatory, obscene, or inflammatory nature, or posts that violate local rules regarding online conduct are strictly prohibited. The Company reserves the right to take down all such User Content. The Company further reserves the right to take down User Content that creates technical issues that affect the operation or security of the Application, the Company, or other users of the Application.

f. Local Rules. You hereby agree to comply with all applicable local rules regarding online conduct and acceptable content. The Company may remove content and accounts containing content that the Company determines in its sole discretion are unlawful, offensive, threatening, libelous, defamatory, obscene, or otherwise objectionable or in violation of any third party's intellectual property or other legal rights.

### 3. Personal Information.

a. The subsections within Section 3, along with the Company's separate Privacy Policy ("Privacy Policy") available to you, are meant to help you understand how the Company collects, uses, and shares some of your personal information. This Privacy Policy applies to all users.

b. When you create an account with the Company, we collect the information you provide us, such as your name, phone number, location, and payment information. We collect your precise location when you use our Application. We collect information about your use of the Application, including ride information like date, time, destination, distance, route, and payment. When you rate or provide feedback on your experience using our services, we collect all of the information you provide in your feedback. When you contact us or we contact you, we collect any information that you provide, including the content and any media contained in the communication. You acknowledge and agree that the foregoing information may also be provided to third-party service providers for business purposes.

c. We use your personal information to provide the Company Application, maintain the security and safety of the Application and its users, provide customer support, make improvements to our Application, and respond to legal proceedings and obligations. We use your personal information to verify your identify and maintain your accounts and settings, connect you with rides, calculate prices and process payments, communicate with you about your rides and experience, collect feedback, and facilitate additional services.

d. We do not sell personal information. However, we may need to share your personal information with other users, third parties service providers for business purposes, and for legal reasons and to protect our Application. If you choose to participate in or engage with advertising displayed on the Company's tablet in the rideshare vehicle, the advertising company may hold and store your personal information; you are advised to review the terms of use and privacy policy of any such company.

e. The Company retains your information for as long as you maintain your account. We take reasonable and appropriate measures to protect your personal information. However, we cannot guarantee the security of your information, including against unauthorized intrusions.

f. We may update the privacy provisions of this Terms of Use from time to time as the Company and privacy law changes. You are advised to check these privacy provisions from time to time for any updates or changes. When you use our Application, you are agreeing to the most recent terms of this Terms of Use.

### 4. Limitation of Liability; Disclaimer of Warranties; Indemnification.

a. The Application may include content created and uploaded by third parties. Because the Company has no control over such content, you acknowledge and agree that the Company is not responsible for and does not assume responsibility or accept liability for any audio files, content, advertising, products, or other materials on or made available by third parties through its programs, including without limitation User Content. You further acknowledge and

agree that the Company shall not be responsible for or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such audio files, content, goods, or services available on or through any such site or resource. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) YOUR USE OR INABILITY TO USE THE APPLICATION; (II) THE COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE APPLICATION, INCLUDING DIGITAL ADVERTISEMENTS; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE APPLICATION; OR (V) ANY OTHER MATTER RELATING TO THE APPLICATION.

b. You expressly understand and agree that:

i. Your use of the Application is at your discretion and risk. The Company disclaims any responsibility for any harm resulting from accessing information or material on the Internet using the Application. The Application is provided on an “as is” and “as available” basis. The Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

ii. Neither the Company nor its subsidiaries, affiliates, officers, employees, agents, partners, and licensors make any warranty that the Application will meet your requirements; the Application will be uninterrupted, timely, secure, or error-free; the result that may be obtained from the use of the Application will be accurate or reliable; that the quality of any products, services, information, or other material purchased or obtained by you through the Application will meet your expectations; or that any errors in the software will be corrected.

iii. Any material downloaded or otherwise obtained through the use of the Application is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer or phone system or loss of data that results from the download of any such material.

iv. You will be responsible for any damage to the Company’s vehicle caused by your actions, including but not limited to costs of cleaning the vehicle (for vomit, etc.) and cost of replacing any damaged or broken tablet.

##### 5. Arbitration Agreement.

a. BOTH PARTIES AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, AS SET FORTH BELOW.

b. By agreeing to these Terms of Use, you agree that you are required to resolve any claim that you may have against the Company on an individual basis in arbitration as set forth in this Arbitration Agreement, and not as a class, collective, coordinated, consolidated, mass, or representative action. This agreement to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Agreement ("FAA"). This Arbitration Agreement survives these Terms of Use and your relationship with the Company. This Arbitration Agreement applies to all claims between you and the Company, including our affiliates, subsidiaries, parents, successors, and assigns, and each of our respective officers, directors, employees, agent, or shareholders. Any arbitration conducted pursuant to this Arbitration Agreement must be administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules.

c. YOU UNDERSTAND AND AGREE THAT YOU AND THE COMPANY MAY EACH BRING CLAIMS IN AN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY. THE PARTIES EXPRESSLY WAIVE THE RIGHT TO HAVE ANY DISPUTE, CLAIM, OR CONTROVERSY HEARD, RESOLVED, OR ARBITRATED AS A CLASS, COLLECTIVE ACTION, CONSOLIDATED, AND/OR REPRESENTATIVE ACTION.

d. Only an arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable.

e. In the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under the applicable law not preempted by the FAA, such provision shall be severed, and the remainder of the Arbitration Agreement shall be given full force and effect.

f. Before initiating any arbitration or proceeding, you and the Company may agree to first attempt to negotiate any dispute, claim or controversy between the parties informally for thirty (30) days, unless this time period is mutually extended by you and the Company. Any party who intends to seek negotiation under this subsection must first send the other a written notice of the dispute. Such written notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the Parties or attorneys are confidential, privileged, and inadmissible for any purpose, including as evidence for liability or for impeachment, in arbitration or other proceedings, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

g. Notwithstanding the foregoing, this Arbitration Agreement shall not require arbitration of the following claims: (1) small claims actions brought on an individual basis that are within the scope of such small claim court's jurisdiction; (2) individual claims of sexual assault or sexual harassment occurring in connection with your use of the services; (3) claims for worker's compensation, state disability insurance and unemployment insurance benefits; (4) claims that may not be subject to arbitration as a matter of generally applicable law not preempted by the FAA; and (5) injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual

or threaten infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

h. Unless you and the Company agree otherwise, any arbitration hearings between you and the Company will take place in the county of the Company's primary address, and you consent to such proper jurisdiction in that location. If AAA is unavailable in that county, the arbitration hearings will take place in the nearest available location for a AAA arbitration. The agreement not to arbitrate in these limited instances does not waive the enforceability of this Arbitration Agreement as to any other provision, or the enforceability of this Arbitration Agreement as to any other controversy, claim, or dispute.

6. Miscellaneous.

a. These Terms of Use constitute the entire agreement between you and the Company with respect to the specific subject matter hereof and supersedes all prior agreements or understandings of any kind with respect to the specific subject matter hereof.

b. In the event that any provision or part of these Terms of Use shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect.

c. The Company reserves the right, in the Company's reasonable discretion, to make modifications to these Terms of Use from time to time. Any such modifications will be made by updating and posting a new version on the Application. In the event that the Company makes changes to these Terms of Use, the Company will provide you with the opportunity to review and approve the terms prior to your continued use of the Application. Should any modification be unacceptable to you, your sole recourse is to discontinue use of the Application.

d. The provisions of these Terms of Use are solely for the benefit of the parties hereto and not for the benefit of any third parties, except that the Company shall have the right to assign these Terms of Use and any of the rights herein and these Terms of Use shall be binding upon and inure to the benefit of the Company's assignee(s) hereto and their respective successors, assigns, and legal representatives.

e. No failure by either party to pursue any remedy resulting from a breach of any provision of these Terms of Use by the other party shall be construed as a waiver of that breach or as a waiver of any subsequent or other breach unless such waiver is in writing and signed by an authorized representative of the non-breaching party.