

TERMS AND CONDITIONS

Last updated February 6, 2024

AGREEMENT TO OUR LEGAL TERMS

We are VEOS, Inc. ("Company," "we," "us," "our"), a corporation registered in Delaware, with a principle place of business located at 11 Hankey St, Leicester, MA 01542.

We operate the business VEOS, Inc., which includes an Electric Vehicle sharing service, the website <https://veosusa.com> (the "Site"), the mobile application VEOS (the "App"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services"). VEOS has created a marketplace that allows users to subscribe to electric vehicles on a full-time, various part-time or on-demand basis. VEOS provides cars to its customers pursuant to their individual subscription agreements. VEOS provides vehicle insurance, maintenance, garaging and charging in conjunction with third party partners.

You can contact us by phone at (781) 664-9000, email at info@veosusa.com, or by mail to 11 Hankey St, Leicester, MA 01542.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and VEOS, Inc., concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Updates to VEOS' Terms and Conditions will be posted to VEOS' website.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

1. USE OF VEHICLES

1.1 Who May Drive the Vehicle: Only you and any properly licensed driver listed on your VEOS account may drive the Vehicle. You represent that you are a capable and validly licensed driver and that your driver's license is not suspended, revoked, or restricted. You agree to notify VEOS immediately in the event your driver's license becomes suspended, revoked or restricted and not to drive any Vehicle until your license is reinstated. You are responsible for ensuring that the Vehicle is used in accordance with the terms of this Agreement by all Authorized Drivers. You agree that you will remain responsible under this Agreement even if the Vehicle is driven by another Authorized Driver or someone other than yourself.

1.2 Keeping the Vehicle Safe and Secure: You must operate and park the Vehicle in compliance with all laws, regulations and ordinances. This includes using passenger safety restraints and child safety seats wherever required by applicable law. You must refrain from

using mobile phones or other handheld devices while operating the Vehicle except as legally permitted and must otherwise exercise sound judgment and safe-driving practices while operating the Vehicle at all times. You may not leave the Vehicle unattended unless all windows, doors and trunks are closed and locked and the Vehicle is in a secure location in a legal parking space. You must take reasonable precautions to safeguard the physical or electronic keys to the Vehicle from anyone other than yourself or another authorized driver.

1.3 Returning the Vehicle: You agree return the Vehicle in the same condition in which you received it, ordinary wear and tear and battery charge excepted, at the designated return location at the return time you arranged when you scheduled the Vehicle.

(a) Extending Use Time: If you need to extend your use time you must do so through the VEOS Mobile App or website prior to the initial due time and date. If you fail to return the Vehicle and do not extend your use time, we reserve our right to treat the Vehicle as stolen and take whatever steps we deem necessary to recover it including remotely disabling the Vehicle and/or reporting it to the proper legal authorities. We reserve the right to charge an additional fee for vehicles that are not returned to the designated return location by the designated return time.

(b) Cleaning Fees. We reserve the right to charge you a reasonable fee for cleaning the Vehicle's interior or exterior for what we determine in our sole discretion are excessive stains, trash, dirt, soilage, odors, or pet hair after the Vehicle is returned. If we discover any evidence of violation of our smoke-free and vape-free policy as provided in Paragraph 1.4.24, we may charge a fee for interior cleaning and for repair of any damage caused by your violation of this policy.

1.4 Vehicle Use Prohibitions: Certain uses of the Vehicle and other activities by you or another person will constitute a breach of this Agreement and grounds for us to terminate your VEOS account and your authorization to drive any Vehicles in the future. Specifically prohibited activities are listed below. VEOS reserves the sole right to determine if a user's actions constitute a breach of this Agreement.

- (a)** Allow anyone besides yourself or another authorized driver to operate the vehicle.
- (b)** Use the vehicle to tow or push anything.
- (c)** Drive the Vehicle into Canada or Mexico without express written permission from VEOS.
- (d)** Use the vehicle to carry passengers or property for compensation or hire including for paid ride sharing such as Uber or Lyft unless authorized in advance to do so in writing by VEOS.
- (e)** Use the vehicle in a race, contest or competition.
- (f)** Use the vehicle to transport hazardous materials.
- (g)** Use the vehicle off-road or on unpaved roads.
- (h)** Use the vehicle in an unsafe or reckless manner.

(i) Operate the vehicle while using a mobile phone or other hand-held device unless it is in the hands free mode provided hands free mobile device operation is allowed by Applicable Law.

(j) Operate the vehicle while under the influence of alcohol or any other substance in violation of applicable law.

(k) Use the vehicle in connection with any conduct that could be charged as a felony, misdemeanor or reckless driving including the transportation of a controlled substance or other contraband.

(l) Intentionally cause or through willful disregard cause or allow damage to occur to the vehicle.

(m) Abandoning the vehicle.

(n) Failure to properly secure the vehicle.

(o) Failure to promptly report any accident or incident involving the vehicle to VEOS and the proper legal authorities.

(p) Make any alterations, modifications, adjustments or repairs not specifically authorized by VEOS to the vehicle.

(q) Use another person's identity or any other fraud or misrepresentation to gain access to a vehicle through the VEOS platform and marketplace.

(r) Failure to return the vehicle when due to the proper location.

(s) Failure to follow applicable motor vehicle laws.

(t) Illegally parking the vehicle.

(u) Operate a vehicle if your driver's license is suspended or revoked.

(v) Smoke or vape any substance in or around the vehicle.

(w) Carry more passengers or cargo in the vehicle than is approved by the vehicle manufacturer.

(x) Drive or allow passenger to ride in Vehicle without using seat belt in violation of Applicable Law.

(y) Allow a child or infant to ride in Vehicle without using properly installed car seat in violation of Applicable Law.

1.5 Tolls: Drivers are responsible for all tolls. All Vehicles are equipped with an electronic toll tag appropriate for their geographic location. Tolls are billed for the actual toll amount to the user's payment method on file with VEOS. There are no mark-ups, surcharges or convenience fees.

1.6 Fines, Administrative Fees, Costs and Expenses: You agree to pay all tickets, fines, penalties and court costs for parking, traffic, red-light, toll and any other violations including

towing and storage charges assessed directly against you or the Vehicle during the time of your use. You also agree that we may provide any information requested by law enforcement authorities as part of any investigation of an alleged infraction. To the extent any tickets, citations, fines, penalties, or administrative fees are assessed against VEOS because of the operation or use of the Vehicle from the time you take possession of it until it is returned to us you agree to indemnify us from all resulting damages, losses, costs, and expenses. VEOS has no obligation to contest or otherwise defend you against any alleged infraction. You agree that we may in our sole discretion pay all tickets, citations, fines, and penalties on your behalf directly to the issuing authority and charge you unilaterally for the fine or penalty, plus court costs, attorneys' fees, bonds or sureties, or other costs incurred by us as a result, including but not limited to impound fees or other costs to recover possession of the Vehicle if Applicable Law allows any fine, fee, cost or expense to be assessed against us or the Vehicle. We may also charge you a reasonable administrative fee to the extent permitted by Applicable Law for each infraction not to exceed the lesser of \$25 or 10% of the amount we incur. We strongly encourage you to promptly pay all fines, penalties, court costs, monetary assessments, fees, surcharges, or other charges assessed against you directly to the court, city, town, county government, or other appropriate government agency, and to provide proof of payment to us, to avoid these additional charges.

1.7 You are Responsible for Payment: You agree that you are responsible for all charges arising out of this Agreement. VEOS requires users who have their own subscriptions to maintain a valid payment method on their account at all times. Failure to maintain a valid payment method on your VEOS account will result in your not being able to schedule or pick-up Vehicles. Users in possession of a Vehicle whose payment method becomes invalid are required to immediately provide VEOS a substitute payment method. Failure to do so constitutes a material breach of this Agreement and terminates your permission to possess the vehicle and may result in our demand you return immediately the Vehicle to us. Users who do not have their own subscriptions and only drive as the guest of another subscriber do not need to maintain a valid payment method. You agree not to dispute any charges with your credit card company or bank and follow the arbitration procedure for resolving disputes as described in this Agreement.

1.8 Collections: You agree to pay a fee of 1.5% per month (or the highest rate permitted by applicable law, whichever is less) for any amounts including but not limited to usage charges, fees, tickets, expenses, fines, and all matters associated with your use of the Vehicle under this Agreement if they are not paid within fourteen (14) days after we demand payment. You also agree to pay for any costs we may reasonably incur in collecting the unpaid charges or other amounts due under this Agreement including, but not limited to court costs and attorneys' fees and insufficient funds fees for rejected checks. We may engage attorneys and/or third-party collection agents to collect unpaid charges. You agree that we are entitled to share any information provided by you in connection with this Agreement with our attorneys or third-party collection agents and that, except where prohibited by Applicable Law, any fees or costs billed to us by our attorneys and/or a third-party collection agency in collecting amounts owed under this Agreement will be included in costs we may recover from you. You understand that, to the extent that there are any

unpaid charges we reserve the right to report information to appropriate credit reporting agencies and you authorize us to share the information necessary for such reporting.

1.9 Accidents and Incidents: You must report any accidents and incidents involving the Vehicle to us at (781) 664-9000 as soon as it is safely and reasonably possible to do so along with providing us with a written report, and otherwise cooperating in our investigation of the incident and recovery of damages. You also must promptly report any accidents and incidents involving the Vehicle to the appropriate law enforcement authorities if required to do so by applicable law. You must immediately report any incident related to the Vehicle involving law enforcement to us at (781) 664-9000.

1.10 Insurance: Insurance is included in all VEOS subscriptions. The exact amount each individual user is charged for insurance is dependent upon a number of factors, including but not limited to, the users driving record, age, geographic location, specific vehicle being driven and details of the subscription plan. VEOS is not a direct insurer. We partner with third party insurance companies to provide insurance coverage for our users. VEOS relies upon information provided by the user as well as upon information from public and private databases in determining each user's insurance rate. Users may request any insurance related information regarding them VEOS has obtained by emailing us at insurance@veosusa.com and requesting we provide it to them. If a user believes we have information that is incorrect or outdated we encourage them to notify us in writing along with any supporting documentation at insurance@veosusa.com. Users can obtain a copy of any insurance policy applicable to their subscription by emailing us at insurance@veosusa.com and requesting it.

1.11 Vehicle Maintenance and Repairs: Vehicle maintenance is included in all VEOS subscriptions. If the Vehicle has a mechanical issue or malfunction while in your possession you agree to notify VEOS as soon as you can safely do so. VEOS will let you know what actions, if any, you need to take regarding the maintenance issue. You agree to move the Vehicle to a safe location if at all possible, and to take precautions to prevent any further damage, so long as you can safely do so. You are not authorized to repair or work on the Vehicle and may not authorize repair or work to be performed by anyone else on the Vehicle without our express written consent in advance. If you repair or work on the Vehicle or have the Vehicle repaired or worked on by someone else without our consent you are responsible for all costs including all costs we reasonably incur to restore the Vehicle to the condition it was in prior to your use up to the fair market retail value of the Vehicle. If we authorize you to have the Vehicle repaired and the cost of repair is our responsibility, we will reimburse you for those repairs upon your giving us the repair receipt showing the repair conforms to the authorization.

1.12 Roadside Assistance: Is included with all subscriptions. The specific roadside assistance provider varies depending on geographic location. Users should call VEOS at (781) 664-9000 and select the option for "roadside assistance" to initiate a roadside assistance request. Users are encouraged to use roadside assistance for any mechanical issue including changing flat tires. Users are however authorized to change flat tires if they feel qualified and safe to do so. If a user elects to change a tire they do so at their own risk. VEOS assumes no responsibility for any injury a user suffers from changing a tire. If you

decide to change a tire on your own and not use roadside assistance, you agree to notify VEOS of this as soon as practicable. All tows must be by flatbed only and must be arranged through roadside assistance. You are not authorized to have any Vehicle towed by any service besides VEOS authorized roadside assistance unless authorized to do so in advance by VEOS in writing.

1.13 Personal Property: We are not responsible for damage to or theft or loss of any personal property in or from any Vehicle, on our premises, or received or handled by us, regardless of who is at fault for the loss or damage. We encourage users to have homeowner's, renter's or other personal property insurance that will cover your personal property.

1.14 Software Updates: Your Vehicle contains onboard computers which may periodically suggest software updates. You are not authorized to update the Vehicle software unless specifically requested or authorized by VEOS to do so. If a software update prompt is received during your use, disregard it or press "cancel". If you update the Vehicle software without authorization from VEOS you will be liable for any loss of use, interruption of service, incompatibility or expense incurred by VEOS in restoring the Vehicle to operation including, but not limited to, towing, software coding and technological expenses.

Cleaning Fees. You will pay a reasonable fee for cleaning the Vehicle's interior or exterior for what we determine in our sole discretion are excessive stains, trash, dirt, soilage, odors, or pet hair after the Vehicle is returned. If we discover any evidence of violation of our smoke-free and vape-free policy as provided in Paragraph 1.3, we may charge a fee for interior cleaning and for repair of any damage caused by your violation of this policy.

1.15 No Automatic Carwashes: Vehicles may not be washed in an automatic carwash. If you wash a Vehicle in an automatic carwash you will be liable for any damage to the Vehicle and any expenses incurred by VEOS in restoring the Vehicle to operation including, but not limited to, towing, replacement of electronic equipment or batteries, programming and other repairs.

1.16 Communication Services, Satellite Radio and Connected Car Data:

(a) Communication Services and Satellite Radio: Your Vehicle may be equipped with a Communication Service that provides emergency notification, navigation, diagnostics, tracking and other services, and a receiver for receiving audio signals from subscription Satellite Radio services to which you may subscribe. You acknowledge that you understand that a Communication System requires the Vehicle's electrical system and equipment, cellular service, and satellite technologies to be available and operating to function properly. Not all possible services are available on all vehicles. The Communication System acts as a link to existing emergency and other service providers. Neither the Communication System provider nor VEOS is liable for conditions or services outside their control. Any information provided through a Communication System is on an "as is" basis. The Communication System provider and VEOS will not be liable to you or any user of the Communication System in connection with the use of such information. You understand and agree that the Communication System provider may provide VEOS and/or law enforcement with all necessary information to enable us and/or law enforcement to locate the Vehicle if you fail

to return the Vehicle to the Designated Return Location and/or at the Designated Return Time. You agree to release and hold us, and the Communication System providers, harmless for any Communication System failures. You also agree to make no claims against the Communication System provider for damages for any losses under any theory due to the malfunction, failure or unavailability of any Communication System in a Vehicle. If your Vehicle has active communication system equipment, you understand that your use of the Vehicle is subject to the terms and conditions of the Communication System provider, including system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices relating to the Communication System provider's collection, use and sharing of information about you and the Vehicle, and the application of other relevant provisions including responsibilities you have when using the Communication System. Terms and Conditions and Privacy Statements for each specific Communication System can be found on the respective Communication System provider's website. By proceeding to schedule and use the Vehicle, you agree to be bound by the Terms and Conditions and Privacy Statement of the Communication System provider of the installed Communication System. Not every vehicle in our fleet has the same Communication System and/or Satellite Radio equipment. You are responsible for establishing, maintaining and paying all subscription fees for any accounts necessary to use services through the Communication System and/or Satellite Radio and linking these accounts to your VEOS account.

(b) Liability: Any information provided by the Communication System provider, including navigational support, is available to you on an "as is" basis. Neither we nor the Communication System provider is liable to you for malfunction or unavailability of any systems or features. You agree to hold VEOS and the Communication System providers harmless for any Communication System failures. You also agree to not make any claims against for damages for any losses under any theory against VEOS or any Communication System provider arising from the malfunction or unavailability of any Communication System installed in any Vehicle.

(c) Use of Location Information: You should have no expectation of privacy or confidentiality as to the places where the Vehicle is driven while used by you. You agree that we may as permitted by law use GPS precise location tracking devices installed in the Vehicle or location data generated by Connected Car technology for the purposes described in our Privacy notice, including without limitation to track or locate Vehicles which may be late for their scheduled return, reported stolen, suspected of being lost, stolen, or abandoned or as may be required or requested by law enforcement, to analyze and enhance our services, improve efficiency in managing our inventory, maintaining our fleet and otherwise improving our services, and to identify Vehicles which have been damaged and may require roadside assistance, when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services.

(d) Connected Car Data: Vehicles are equipped with features and technologies that are capable of collecting data about the Vehicle and its use, including real-time location data

and information regarding the Vehicle's condition, damage and accident events, performance, operation and diagnostics, mileage, acceleration, braking, battery level, tire pressure, odometer, direction of travel and movements. Specific data that is collected may vary depending on the make and model of the Vehicle as well as the features and services you subscribe to. You agree that our Vehicles may transmit such data to us, our third party providers and/or the vehicle manufacturer. Equipment that collects connected car data may be installed by us, on our behalf, or by the vehicle manufacturer. If the equipment is installed by the vehicle manufacturer, the vehicle manufacturer will process the connected car data in accordance with their privacy notice. We may enter into agreements with vehicle manufacturers to receive connected car data and may use third parties to process the connected car data on our behalf. You agree to be bound by the terms and conditions of the vehicle manufacturer's connected car services agreement and privacy policy regarding connected car data collection, use, sharing and retention, in addition to our own terms and policies. You should review the vehicle manufacturer's website for details regarding their connected car terms and conditions and privacy policy. You agree that we have the right to use connected car data for lawful purposes in accordance with our Privacy Policy.

1.17 Nature of the Agreement: This Agreement solely grants limited permission, subject to the terms and conditions described in the Agreement, and the terms of your subscription, to use the Vehicle. You are not an agent for us, and this Agreement does not transfer any ownership or other interest in the Vehicle beyond the terms of your subscription. You may not assign or transfer the rights granted under this Agreement under any circumstances and any attempted assignment will breach this Agreement but otherwise will have no force or effect.

1.18 Waiver of Certain Types of Damages: You waive any claim against VEOS for incidental, special, or consequential damages in connection with your use of the Vehicle. If an arbitrator or court finds that we have breached this Agreement, your damages shall not exceed the actual charges and fees paid by you to us pursuant to this Agreement.

1.19 Changes and Amendments: No changes shall be made to this Agreement except in writing and signed by our authorized representative. You further agree that we have the unilateral right to change these Terms and Conditions from time to time either upon written notice in electronic form or upon our posting such changes on the VEOS web site and will govern all use commencing after posting even if the terms provided at time of reserving the Vehicle are different. Such changes will apply to use that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the VEOS web site, which date will be indicated therein, without any requirement by you to sign the changed use Terms and Conditions.

1.20 Cooperation: You agree to cooperate and coordinate with VEOS in general and to take any actions VEOS reasonably requests in connection with this Agreement, your use and return of the Vehicle, and any disputes, actions, proceedings, suits, and investigations related to this Agreement or your use of the Vehicle, including without limitation, execution and delivery of any documents VEOS reasonably requests, giving testimony under oath, and taking any other actions VEOS reasonably requests related to this Agreement or your Vehicle use.

1.21 Definitions: Wherever we have used the following terms throughout this Agreement those terms have the following meaning:

“Agreement” refers to the use Terms and Conditions that govern your VEOS subscription and Vehicle use.

“Applicable Law” means all laws and regulations applicable to this Agreement. You agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the state where the use begins.

“Authorized Driver” means any person who is registered with VEOS and is authorized to operate the Vehicle as provided above.

“Calendar Day” means the time from 12:00 AM until 11:59PM the same day.

“Day” means a 24-hour period beginning from the time your use begins.

“Designated Pick-up Location” means the location you arranged to pick-up the Vehicle.

“Designated Return Location” means the location you arranged to return the Vehicle. If no return location is specified the Designated Return Location is the same location where you picked up the Vehicle.

“Designated Return Time” means the date and time you arranged to return the Vehicle.

“Terms and Conditions” means these terms and conditions.

“Vehicle” means the vehicle assigned to you pursuant to this Agreement. The term “Vehicle” includes tires, tools, keys, key fobs, equipment, included and optional accessories, plates, documents, and any other products or property provided by VEOS with the Vehicle.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use or internal business purpose only.

2.2 Your use of our Services

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

(a) Access the Services.

(b) Download or print a copy of any portion of the Content to which you have properly gained access.

Solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to:

legal@veosusa.com. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

2.3 Your submissions

(a) Submissions: Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the:

(1) Rights you give us.

(2) Obligations you have when you post or upload any content through the Services.

(3) By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

(b) Responsibility for Submissions: You are responsible for what you post or upload: By sending us Submissions through any part of the Services you:

(1) Confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading.

(2) To the extent permissible by applicable law, waive any and all moral rights to any such Submission.

(3) Warrant that any such Submission are original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions.

(4) Warrant and represent that your Submissions do not constitute confidential information.

(5) You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of:

(i) This section.

(ii) Any third party's intellectual property rights.

(iii) Applicable law.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that:

(a) All registration information you submit will be true, accurate, current, and complete.

(b) You will maintain the accuracy of such information and promptly update such registration information as necessary.

(c) You have the legal capacity and you agree to comply with these Legal Terms.

(d) You are not a minor in the jurisdiction in which you reside.

(e) You will not access the Services through automated or non-human means, whether through a bot, script or otherwise.

(f) You will not use the Services for any illegal or unauthorized purpose.

(g) Your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. USER REGISTRATION

You are required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. PURCHASES AND PAYMENT

5.1 Payment method

We accept the following forms of payment:

- (a) Visa
- (b) Mastercard
- (c) American Express
- (d) Discover
- (e) Electronic check
- (f) Bank transfer

All customers with an active subscription agree to maintain a valid payment method with VEOS. You agree to provide current, complete, and accurate account information for all charges and purchases made via the Services. You further agree to promptly update account and payment information, payment method, account number, payment card expiration date, billing address, your contact email and phone number so that we can complete your transactions and contact you as needed. All payments shall be in US dollars.

5.2 Taxes

Sales and other taxes and government imposed fees are currently included in all vehicle subscriptions. VEOS reserves the right to add applicable taxes to subscription fees in the future. If we elect to make this change, it will only affect future subscriptions and have no effect on any current subscription.

5.3 Payments

You agree to pay all charges at the prices then in effect for your subscription or use, and you authorize us to charge your chosen payment method for any such amounts on the due date. If your subscription is subject to recurring charges, you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as your subscription ends or you cancel or pause your subscription. We reserve the right to correct any errors or mistakes in billing, even if we have already requested or received payment.

5.4 Price changes

VEOS reserves the right to change our prices anytime without prior notice. Any price changes will only affect future subscriptions and will have no effect on current subscriptions as long as the subscription remains active. A subscription is considered active as long as it has not been cancelled by the user or VEOS or has been paused for a period longer than thirty (30) consecutive Calendar Days. Subscriptions that have been paused for a total of ninety (90) total days in any 365 day period are subject to price increases.

5.5 Miscellaneous

We reserve the right to refuse to set up an account or a vehicle subscription placed through the Services. If you feel we have unfairly denied you service contact us at legal@veosusa.com. You may have additional rights depending what state you live in.

6. REFUND AND CREDIT POLICY

Users will receive a credit for any days that their Vehicle is not available for use due to breakdown or other mechanical issue beyond user's control, or due to user's actions in violation of this Agreement. In no case will VEOS' liability exceed the actual original amount the user was billed for the Vehicle. Refunds for any purchased merchandise will be in accordance with VEOS' published refund policy

7. SOFTWARE

We may include software for your use in connection with our Services. If such software is accompanied by an end user license agreement ("EULA"), the terms of the EULA will govern your use of the software. If such software is not accompanied by a EULA, then we grant to you a non-exclusive, revocable, personal, and non-transferable license to use such software solely in connection with our services and in accordance with these Legal Terms. Any software and any related documentation is provided "AS IS" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You accept any and all risk arising out of use or performance of any software. You may not reproduce or redistribute any software except in accordance with the EULA or these Legal Terms.

8. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by VEOS.

As a user of the Services, you agree not to:

- (a)** Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- (b)** Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- (c)** Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- (d)** Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- (e)** Use any information obtained from the Services in order to harass, abuse, or harm another person.
- (f)** Make improper use of our support services or submit false reports of abuse or misconduct.
- (g)** Use the Services in a manner inconsistent with any applicable laws or regulations.
- (h)** Engage in unauthorized framing of or linking to the Services.

Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.

(i) Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

(j) Delete the copyright or other proprietary rights notice from any Content.

(k) Attempt to impersonate another user or person or use the username of another user.

(l) Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

(m) Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.

(n) Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.

(o) Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.

(p) Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

(q) Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.

(r) Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.

(s) Use a buying agent or purchasing agent to make purchases on the Services.

(t) Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

(u) Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.

9. USER GENERATED CONTRIBUTIONS

The Services does not currently offer users the ability to submit or post content. We may in the future provide you with the opportunity to create, submit, post, display, transmit,

perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit will be treated in accordance with the our Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.

You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms. You hereby agree that:

- (a)** Your Contributions are not false, inaccurate, or misleading.
- (b)** Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- (c)** Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- (d)** Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- (e)** Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- (f)** Your Contributions do not violate any applicable law, regulation, or rule.
- (g)** Your Contributions do not violate the privacy or publicity rights of any third party.
- (h)** Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- (i)** Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- (j)** Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

10. CONTRIBUTION LICENSE

You and VEOS agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

11. GUIDELINES FOR REVIEWS

We may provide you areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria:

- (a)** You should have firsthand experience with the person/entity being reviewed.
- (b)** Your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language.
- (c)** Your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability.
- (d)** Your reviews should not contain references to illegal activity.
- (e)** You should not be affiliated with competitors if posting negative reviews.
- (f)** You should not make any conclusions as to the legality of conduct.
- (g)** You may not post any false or misleading statements.
- (h)** You may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

12. MOBILE APPLICATION LICENSE

12.1 Use License

If you access the Services via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Legal Terms. You shall not:

- (a)** Except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App.
- (b)** Make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App.
- (c)** Violate any applicable laws, rules, or regulations in connection with your access or use of the App,
- (d)** Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App.
- (e)** Use the App for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended
- (f)** Make the App available over a network or other environment permitting access or use by multiple devices or users at the same time
- (g)** Use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App.
- (h)** Use the App to send automated queries to any website or to send any unsolicited commercial email.
- (i)** Use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

2.2 Apple and Android Devices

The following terms apply when you use the App obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Services:

- (a)** The license granted to you for our App is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service.
- (b)** We are responsible for providing any maintenance and support services with respect to the App as specified in the terms and conditions of this mobile application license contained in these Legal Terms or as otherwise required under applicable law, and you acknowledge

that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

(c) In the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App.

(d) You represent and warrant that:

(1) You are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a "terrorist supporting" country.

(2) You are not listed on any US government list of prohibited or restricted parties

(e) You must comply with applicable third-party terms of agreement when using the App, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the App

(f) You acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Legal Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Legal Terms against you as a third-party beneficiary thereof.

13. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to:

(a) Monitor the Services for violations of these Legal Terms.

(b) Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities.

(c) In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof.

(d) In our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems.

(e) Otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

14. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy at veosusa.com/privacy-policy/. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are

hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

15. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

If we terminate your account you are no longer authorized to drive any Vehicle including as the guest of another user without prior written authorization from VEOS. You agree to not allow anyone whose account has been suspended or is no longer authorized to operate a Vehicle to operate any Vehicle under your control, and that doing so may result in the termination of your VEOS account and any vehicle subscription.

16. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

17. GOVERNING LAW

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be entirely performed within the State of Delaware, without regard to its conflict of law principles.

18. DISPUTE RESOLUTION

18.1 Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the American Arbitration Association (AAA) website. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, we will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in New Castle County, Delaware. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in New Castle County, Delaware, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Legal Terms.

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

18.2 Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, and that:

- (a) No arbitration shall be joined with any other proceeding.
- (b) There is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures.
- (c) There is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

18.3 Exceptions to Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning binding arbitration:

- (a) Any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party
- (b) Any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use.
- (c) Any claim for injunctive relief.

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

19. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

20. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY:

- (a) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS.

(b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES.

(c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN.

(d) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES.

(e) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY.

(f) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

21. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

(a) Use of the Services.

(b) Breach of these Legal Terms.

(c) Any breach of your representations and warranties set forth in these Legal Terms.

(d) Your violation of the rights of a third party, including but not limited to intellectual property rights.

(e) Any overt harmful act toward any other user of the Services with whom you connected via the Services.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

23. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services.

Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

24. TRANSFER OF RIGHTS

We may transfer our rights and obligations under these Terms and Conditions to another party at our sole discretion, however this will not affect your rights or the obligations of the provider under the Agreement. You may only transfer your rights or obligations under these Terms and Conditions to another person if we agree in writing in advance. If we fail to insist that you perform any of your obligations or if we do not enforce our rights against you or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing and that will not mean that we will automatically waive any later default by you.

25. CONTACT INFORMATION

You agree to give VEOS your current contact information to include your current mailing address, email and telephone number, and to update your contact information whenever it changes. You further agree that VEOS or any of our third-party partners, attorneys or agents in carrying out the terms of this Agreement on our behalf may contact you at any telephone number (including via text message), email addresses or physical addresses that you have provided to us in connection with this Agreement.

26. SEVERABILITY

If any provision of this Agreement is held or construed to be invalid by any court having jurisdiction over disputes related to this Agreement, such provision shall, if reasonable to do so, be restated to reflect as nearly as possible the original intentions of the Parties in accordance with the law or, if not reasonable to do so, be deemed to be excluded from this Agreement. In any event, all other provisions of this Agreement shall remain in full force and effect. Each of the provisions of the Agreement operate separately.

27. CAPTIONS

The captions or headings in this Agreement are made for convenience and general reference only and may not be construed to describe, define, or limit the scope or intent of the provisions of this Agreement.

28. ELECTRONIC COMMUNICATIONS, TRANSACTIONS AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all

agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

29. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

30. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

31. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

VEOS, Inc.
11 Hankey St
Leicester, MA 01542
Phone: (781) 664-9000
Fax: (781) 449-7251
Email: info@veosusa.com