

Terms and Conditions

These Terms of Service govern your use of the IOT Solutions/"gu-yoyo" application and "gu-yoyo" website and technology platform (the "Services") provided by Saira 2.0 LLC dba The IOT Solutions and "gu-yoyo" its trademark (including any subsidiaries or affiliates of Saira 2.0 LLC, collectively, IOT Solutions/"gu-yoyo"). Specifically, the Services include the IOT Solutions/"gu-yoyo" network of websites that link to these Terms of Service (including any versions optimized for viewing on a wireless or tablet device); email newsletters published or distributed by IOT Solutions/"gu-yoyo"; apps published by IOT Solutions/"gu-yoyo", including the IOT Solutions/"gu-yoyo's" mobile app; or any other services, interactive features, and communications made available by IOT Solutions/"gu-yoyo" and/or third-party providers, however accessed and/or used, that are operated by IOT Solutions/"gu-yoyo", made available by IOT Solutions/"gu-yoyo", or produced and maintained by IOT Solutions/"gu-yoyo" and its related companies. The foregoing Services may be used to access Electric Kick Scooters and Bicycles rental services ("Rental Services") offered by IOT Solutions/"gu-yoyo" and/or third-party providers ("Platform Partners").

BY USING OUR SERVICES, YOU ARE ACCEPTING THE PRACTICES DESCRIBED IN THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT USE THE SERVICES. WE RESERVE THE RIGHT TO MODIFY OR AMEND THESE TERMS OF SERVICE FROM TIME TO TIME WITHOUT NOTICE, BUT WILL NOTIFY YOU OF ANY MATERIAL CHANGES. YOUR CONTINUED USE OF OUR SERVICES FOLLOWING THE POSTING OF OR NOTICE OF CHANGES TO THESE TERMS WILL MEAN YOU ACCEPT THOSE CHANGES. UNLESS WE PROVIDE YOU WITH SPECIFIC NOTICE, NO CHANGES TO OUR TERMS OF USE WILL APPLY RETROACTIVELY. For Rental Services, you may also be required to execute a Rental Agreement, Waiver of Liability and Release or similar document between you and IOT Solutions/"gu-yoyo" or a Platform Partner. Any decision to accept Rental Services is made in your sole discretion.

This is a legal agreement between you ("you" or "user") and IOT Solutions/"gu-yoyo" that states the material terms and conditions that govern your use of the Services. This agreement, together with all updates, supplements, additional terms, and all of IOT Solution's rules and policies collectively constitute this "Agreement" between you and IOT Solutions/"gu-yoyo".

- 1) **Access License.** IOT Solutions/"gu-yoyo" grants you a limited, revocable, non-exclusive, non-transferable license to access and make use of the Services or its content. This license does not include any resale or commercial use of the Services or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Services or their contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, cookies, or similar data gathering and extraction tools. Except as expressly permitted herein, the Services and/or any portion of the Services may not be reproduced, sold, resold, visited or otherwise exploited for any purpose without IOT Solutions/"gu-yoyo's" express written consent. Any unauthorized use automatically terminates the permissions and/or licenses granted by us to you.
- 2) **Copyright and Ownership.** All of the content featured or displayed on the Services, including without limitation text, graphics, photographs, images, moving images, sound, and illustrations ("Content"), is owned by IOT Solutions/"gu-yoyo", its licensors, vendors, agents and/or its Content providers. All elements of the Services, including without limitation the general design and the Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. The Services may only be used for the intended purpose for which such Services is

being made available. Except as permitted by copyright law, you may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Services. Except as authorized under the copyright laws, you are responsible for obtaining permission before reusing any copyrighted material that is available on the Services. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Services. The Services, Content and all related rights shall remain the exclusive property of IOT Solutions/"gu-yoyo" or its licensors, vendors, agents, and/or its Content providers unless otherwise expressly agreed. You will not remove any copyright, trademark or other proprietary notices from material found on the Services.

- 3) **Trademarks/No Endorsement.** All trademarks, service marks and trade names of IOT Solutions/"gu-yoyo" used herein (including but not limited to: IOT Solutions and "gu-yoyo" names, IOT Solutions and gu-yoyo corporate logos, the Services design, and any names or logos of any Platform Partners) (collectively "Marks") are trademarks or registered trademarks of IOT Solutions/"gu-yoyo" or its affiliates, partners, vendors, licensors or Platform Partners. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify Marks in any way, including in advertising or publicity pertaining to distribution of materials on the Services, without IOT Solutions/"gu-yoyo's" prior written consent. You shall not use IOT Solutions" or the "gu-yoyo" name or any language, pictures or symbols which could, in IOT Solutions/"gu-yoyo's" judgment, imply IOT Solutions/"gu-yoyo's" endorsement in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without prior written consent.
- 4) **Account Registration and Security.** You understand that you will need to create an account to have access to the Services, including Rental Services. You will: (a) provide true, accurate, current and complete information about yourself as prompted by the Services' registration, sign-in, or subscription page (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or IOT Solutions/"gu-yoyo" has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, IOT Solutions/"gu-yoyo" has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). You are responsible for the security and confidentiality of your password and account. Furthermore, you are responsible for any and all activities that occur under your account. You will not share your account information or your user name and password with any third party or permit any third party to logon to the Services using your account information. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Services IOT Solutions/"gu-yoyo's" collection, use, and disclosure of all data, including Registration Data is governed by IOT Solutions/"gu-yoyo's" Privacy Policy, located at www.gu-yoyo.com.
- 5) **Payment Terms.**
 - a) **Payment Method & Payments**

You may be required to provide IOT Solutions/"gu-yoyo" with a valid credit card, debit card, or other payment account ("Payment Method") in order to use certain Services, including Rental Services provided by IOT Solutions/"gu-yoyo" or a Platform Partner. When you add a Payment Method to your IOT Solutions/"gu-yoyo" account, you will be asked to provide customary billing information. You must provide accurate, current, and complete information when adding a Payment Method and it is your obligation to keep your Payment Method up-to-date at all times.

You represent and warrant to IOT Solutions/"gu-yoyo" that you are authorized to use any Payment Method you furnish to IOT Solutions/"gu-yoyo". You authorize IOT Solutions/"gu-yoyo" to charge the Payment Method for all fees incurred by you with respect to Rental Services (or other services offered by IOT Solutions/"gu-yoyo" or Platform Partners from time to time), including applicable sales, use, GRT and other local government charges. If you dispute any charge on your account, you must contact IOT Solutions/"gu-yoyo" within 10 business days from the end of the month within which the disputed charge occurred, and provide to IOT Solutions/"gu-yoyo" all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times of the ride associated with the disputed charge. You agree to immediately inform IOT Solutions/"gu-yoyo" of all changes relating to the Payment Method.

b) Auto-Update

IOT Solutions/"gu-yoyo" or its Platform Partner may require or make available an option for you to preload a balance associated with your account and automatically make payments on a recurring basis ("Auto-Update"). By enabling Auto-Update, you opt to automatically reload your account balance each time your account reaches or falls below zero or another specified amount. IOT Solutions/"gu-yoyo" or its affiliates or Platform Partners may, at any time, without any notice to you, discontinue Auto-Update.

To use Auto-Update, you may be required to choose: (a) the balance amount at which you wish to automatically load your account balance, and/or (b) the amount you wish to load/add (such amount, "Auto-Update Amount").

If your account is eligible for a bonus for your Auto-Update selection ("Auto-Update Bonus"), your Auto-Update Bonus will be charged first for using the applicable Rental Services. Auto-Update Bonus amounts may only be used for Rental Services, and Auto-Update Bonus amounts are not recoverable if your account is closed for any reason.

We reserve the right to decide the Payment Methods eligible for Auto-Update. You may change your Payment Method for Auto-Update at any time, provided such Payment Method is eligible for Auto-Update.

You may only use the Auto-Update balance in the currency in which your Payment Method was charged. In case you make use of Rental Services that are charged in a currency different than the one in your Auto-Update balance, IOT Solutions/"gu-yoyo" may charge your Payment Method directly.

You may cancel or disable Auto Update in the settings/preferences of your account on the IOT Solutions/"gu-yoyo" application. In the event: (a) you cancel or disable Auto-Update of your IOT Solutions/"gu-yoyo" account balance; or (b) one of your automatic payments is declined, for any reason whatsoever, including without limitation, expiry of your card: the Auto-Update Amount will not be added to your account balance. In such scenarios, you may be required to separately load your account balance.

We may choose to notify you, through email or SMS, once your account balance reaches or falls below zero. You authorize us to communicate with you through emails or SMS in connection with Auto-Update. You acknowledge that we may also communicate with you through any of our affiliate(s).

c) Payment Facilitators

You agree, understand and acknowledge that IOT Solutions/"gu-yoyo" may engage third party payment processors / gateway service providers to facilitate processing of payments, including Auto-Update. Accordingly, you may be required to follow any terms and conditions of such third-party payment processors/gateway service providers, as communicated to you, from time to time.

6) Binding Arbitration and Class Action Waiver.

a) Initial Dispute Resolution

The IOT Solutions/"gu-yoyo" application contains means to receive support and address any concerns you may have regarding your use of Rental Services. The parties shall use their best efforts through this support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating mediation, arbitration, or a lawsuit.

b) Binding Arbitration

If the parties do not reach an agreed upon solution through the support process, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms of Service, and the parties' relationship with each other shall be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, by which each party is bound.

The arbitrator(s), and not any court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Service, including, but not limited to any claim that all or any part of these Terms of Service are void or voidable, or whether a claim is subject to arbitration. The arbitrator(s) shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrators' award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The arbitration rules also permit you to recover attorney's fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

c) Location

The arbitration will take place in the Territory of Guam or a mutually agreed upon location.

d) Class Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND IOT SOLUTIONS/"GU-YOYO" AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

e) Litigation of Intellectual Property and Small Claims Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

- 7) **Solicited Submission Policy.** Where IOT Solutions/"gu-yoyo" has specifically invited or requested submissions or comments, IOT Solutions/"gu-yoyo" encourages you to submit content to IOT Solutions/"gu-yoyo" that you have created for consideration in connection with such requests ("User Submissions"). User Submissions remains the intellectual property of the individual user. By submitting content to IOT Solutions/"gu-yoyo", you expressly grant IOT Solutions/"gu-yoyo" a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up worldwide, fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such content and your name, voice, and/or likeness as contained in your User Submission, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereafter discovered, including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe. Any such User Submissions are deemed non-confidential and IOT Solutions/"gu-yoyo" shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any User Submission.

- 8) **Inappropriate User Submissions.** IOT Solutions/"gu-yoyo" does not encourage, and does not seek User Submissions that result from any activity that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; or (iii) may constitute a crime or tort. You agree that you have not and will not engage in any of the foregoing activities in connection with producing your User Submission. Without limiting the foregoing, you agree that in conjunction with your submission, you will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, will not impersonate any other person or misrepresent your affiliation, title, or authority, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind. IOT Solutions/"gu-yoyo" will reject any User Submissions in which IOT Solutions/"gu-yoyo" believes, in its sole discretion, that any such activities have occurred. If notified by a user of a submission that allegedly violates any provision of these Terms of Use, IOT Solutions/"gu-yoyo" reserves the right to determine, in its sole discretion, if such a violation has occurred, and to remove any such submission from the Services at any time and without notice.
- 9) **Inappropriate Material.** You are prohibited from using the Services to post or send any unlawful, infringing, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that infringes or misappropriates third party intellectual property or could constitute or encourage conduct that would be considered a criminal offense or otherwise violate any law. You further agree that sending or posting unsolicited advertisements or "spam" on or through the Services is expressly prohibited by this Agreement. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions or any applicable rules or policies linked to in these Terms of Service, we may take any action we deem necessary to cure or prevent the violation, including without limitation, banning you from using the Services and/or the immediate removal of the related materials from the Services at any time without notice. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.
- 10) **Access and Interference.** You agree that you will not use any robot, spider, scraper or other automated means to access the Services for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the site or any activities conducted on the Services; or (iii) bypass any measures we may use to prevent or restrict access to the Services.
- 11) **Right to Takedown Content.** Except as disclosed in our Privacy Policy, we will not monitor, edit, or disclose the contents of a user's e-mail or content posted to the Services unless required in the course of normal maintenance of the Services and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to: (1) comply with the law or comply with legal process served on IOT Solutions/"gu-yoyo" or the Services; (2) protect and defend the rights or property of IOT Solutions/"gu-yoyo", the Services, or the users of the Services; or (3) act in an emergency to

protect the personal safety of our users, the Services, or the public. Users shall remain solely responsible for the content of their messages and IOT Solutions/"gu-yoyo" shall have no obligation to prescreen any such content. However, we shall have the right in our sole discretion to edit, refuse to post or remove any material submitted to or posted on the Services at any time without notice. Without limiting the foregoing, we shall have the right to remove any material that we find to be in violation of the provisions hereof or otherwise objectionable, and the additional right to deny any user who fails to conform to any provision of these Terms of Service access to the Services or any part thereof.

- 12) **User Published Content.** User published Content and User Submissions do not represent the views of IOT Solutions/"gu-yoyo" or any individual associated with IOT Solutions/"gu-yoyo", and we do not control this Content. In no event shall you represent or suggest, directly or indirectly, IOT Solutions/"gu-yoyo's" endorsement of user published Content. IOT Solutions/"gu-yoyo" does not vouch for the accuracy or credibility of any user published Content on our Services or User Submissions published through our Services, and do not take any responsibility or assume any liability for any actions you may take as a result of reviewing any such user published Content or User Submission. Through your use of the Services, you may be exposed to Content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using our Services, you assume all associated risks.
- 13) **Third Party Links.** From time to time, the Services may contain links to websites that are not owned, operated or controlled by IOT Solutions/"gu-yoyo" or its affiliates. All such links are provided solely as a convenience to you. If you use these links, you will leave the Services. IOT Solutions/"gu-yoyo" is not responsible for any content, materials or other information located on or accessible from any other website. Neither we nor any of our respective affiliates endorse, guarantee, or make any representations or warranties regarding any other websites, or any content, materials or other information located or accessible from any other websites, or the results that you may obtain from using any other websites. If you decide to access any other websites linked to or from this Services, you do so entirely at your own risk.
- 14) **Transactional Partners.** In some cases, we may partner with another entity to co-promote their services within our Services. In these cases, you may be transacting directly with the other party. On those pages or locations, the transactional partners' brand is clearly visible and their terms of service are posted. When using these partner pages, you are bound by partner terms of service in addition to remaining bound by these IOT Solutions/"gu-yoyo" Terms of Service. When there is a conflict between these Terms of Service and the partner's terms of service with respect to any dispute relating to IOT Solutions/"gu-yoyo" or the IOT Solutions/"gu-yoyo" Services, these Terms of Service will prevail.
- 15) **Termination.** You or we may suspend or terminate your right to use of this Services at any time, for any reason or for no reason. We may also block your access to our Services in the event that (a) you breach these Terms of Service; (b) we are unable to verify or authenticate any information you provide

to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us.

- 16) **Representations and Warranties.** You represent that you are over the age of 16, have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein, and your use of the Services is and will be in compliance with all applicable laws. You represent that you have read, understood, agree with, and will abide by the terms of these Terms of Service. In addition, you represent and warrant that your User Submissions and all elements thereof are (a) owned or controlled solely and exclusively by you, you have prior written permission from the rightful owner of the content included in your User Submissions, or you are otherwise legally entitled to grant IOT Solutions/"gu-yoyo" all of the rights granted herein; and (b) IOT Solutions/"gu-yoyo's" use of your User Submissions as described or contemplated herein do not and will not infringe on the copyrights, trademark rights, publicity rights or other rights of any person or entity, violate any law, regulation or right of any kind whatsoever, or otherwise give rise to any actionable claim or liability, including without limitation rights of publicity and privacy, and defamation. Furthermore, you shall be solely responsible for your own User Submissions and the consequences of posting or publishing them.

- 17) **DISCLAIMERS.** YOUR USE OF THE SERVICES AND ANY RENTAL SERVICES IS AT YOUR RISK. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. NEITHER IOT SOLUTIONS/"GU-YOYO", NOR ANY OF ITS AFFILIATES WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, MATERIALS OR SERVICES PROVIDED ON OR THROUGH THE SERVICES. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THE SERVICES MAY BE OUT OF DATE, AND NEITHER IOT SOLUTIONS/"GU-YOYO", NOR ANY OF ITS AFFILIATES MAKES ANY COMMITMENT OR ASSUMES ANY DUTY TO UPDATE SUCH INFORMATION, MATERIALS OR SERVICES. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM IOT SOLUTIONS/"GU-YOYO" OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

- 18) **LIMITATIONS OF LIABILITY.** IOT SOLUTIONS/"GU-YOYO" DOES NOT ASSUME ANY RESPONSIBILITY, NOR WILL BE LIABLE, FOR ANY DAMAGES TO, OR ANY VIRUSES THAT MAY INFECT YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY CAUSED BY OR ARISING FROM YOUR ACCESS TO, USE OF, OR BROWSING THE SERVICES, OR YOUR DOWNLOADING OF ANY INFORMATION OR MATERIALS FROM THIS SERVICE. IN NO EVENT WILL IOT SOLUTIONS/"GU-YOYO", OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THE SERVICES, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SERVICE, OR THE MATERIALS, INFORMATION OR SERVICES CONTAINED

ON ANY OR ALL OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

IN THE EVENT OF ANY PROBLEM WITH THE SERVICES OR ANY MATERIALS, OR INFORMATION CONTAINED ON ANY OR ALL OF THE SERVICE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SERVICE. IN NO EVENT SHALL IOT SOLUTIONS/"GU-YOYO'S" TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE GREATER OF (A) TWENTY-FIVE DOLLARS (US \$25.00); or (B) THE TOTAL FEES YOU HAVE PAID TO IOT SOLUTIONS/"GU-YOYO" OR ITS PLATFORM PARTNER IN THE PREVIOUS SIX (6) MONTH PERIOD.

- 19) **Indemnity.** You agree to defend, indemnify and hold IOT Solutions/"gu-yoyo" and any affiliated entity or individual harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or in connection with (i) your use of the Services and any Rental Services provided by any entity; (ii) your violation of any term of this Agreement, including without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any User Submission or other content, message or information that you provide to IOT Solutions/"gu-yoyo", including without limitation any claim or damages arising from a defamation or invasion of privacy claim; or (vi) any other party's access and use of the Services with your unique username, password or other appropriate security code.
- 20) **Release.** In the event that you have a dispute with one or more other users of the Services, you release IOT Solutions/"gu-yoyo" (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
- 21) **Force Majeure.** Neither IOT Solutions/"gu-yoyo" nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.
- 22) **Privacy.** Data collection and use, including data collection and use of personally identifiable information is governed by IOT Solutions/"gu-yoyo's" Privacy Policy which is incorporated into and is a part of this Agreement.

23) **General.** Any claim relating to, and the use of, this Services and the materials contained herein is governed by the laws of the Territory of Guam. You consent to the exclusive jurisdiction of the state and federal courts located in the Territory of Guam. A printed version of these Terms of Service will be admissible in judicial and administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. These Terms of Service set forth the entire understanding and agreement between us with respect to the subject matter hereof. We do not guarantee continuous, uninterrupted or secure access to our Services, and operation of the Services may be interfered with by numerous factors outside of our control. If any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that these Terms of Service and all incorporated agreements may be automatically assigned by IOT Solutions/"gu-yoyo" in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. All sections which by their context ought to survive this agreement shall survive any termination or expiration of this Agreement.