



## Ryvid Electric Motorcycle and Accessories Order Agreement

This Ryvid Electric Motorcycle and Accessories Order Agreement (“Agreement”) governs your purchase of the Ryvid Electric Motorcycle (“Bike”) that you have decided to order and purchase (“Bike Order”) and/or your order and purchase of any parts and accessories (“Accessories Order”) (together with a Bike Order, or individually an “Order”) from Ryvid (“Ryvid” or “we” or “us”). Please read all of these terms and conditions carefully. By submitting your Order and accepting this Agreement, you agree to be legally bound by this Agreement, which includes a binding arbitration provision.

**1. Purchase.** You agree to purchase the Bike and/or Accessories identified in your Order pursuant to the terms and conditions of this Agreement. The Bike and/or Accessories are priced and configured based on the options available at the time of your Order, and as may be selected by you. Options, features, and hardware that become available only after you placed your Order may not be available on your Bike or Accessories.

**2. Eligibility.** You must be at least 18 years of age and a resident of the U.S. to submit a Bike Order. By agreeing to these terms and conditions, you represent and warrant to us that you are at least 18 years of age. If you are purchasing a Bike on behalf of a company, organization, or entity (“Entity”), you represent and warrant that you have the authority to bind that Entity to this Agreement, that such Entity agrees to be bound by this Agreement, and that the Entity is located in the U.S.

**3. Ryvid Electric Motorcycle Order Process and No Cancellation.** Upon receipt of your Bike Order and you entering into this Agreement, Ryvid will begin the process of preparing and coordinating the delivery of your Bike to you. You, therefore, agree that your Bike Order **cannot be cancelled by you** after it is submitted to Ryvid. If you attempt to cancel your Bike Order, breach this Agreement, or later refuse to take delivery of your Bike, you agree that Ryvid shall be entitled to liquidated damages in the amount equal to the purchase price of your Bike. You agree that this amount is a fair and reasonable estimate of the actual damages incurred by Ryvid, as determining the costs incurred by Ryvid as a result of your cancellation and/or refusal to take delivery of your Bike and breach of this Agreement would otherwise be difficult to calculate.

To complete the purchase of your Bike, you will need to execute Ryvid’s Motor Vehicle Purchase Agreement (“Purchase Agreement”), which will include additional terms and conditions, including the final price sheet for the Bike. You acknowledge that the final purchase price of the Bike will include applicable taxes, duties, transport and delivery charges, including shipping charges, and any other applicable fees. Shipping charges will be determined by Ryvid and based upon the method of delivery selected by you when you complete your purchase.

**4. Accessories Order and Limited Cancellation; No Returns.** Upon receipt of your Accessories Order and you entering into this Agreement, Ryvid will begin the process of preparing and coordinating the delivery of your Accessories to you. Prior to Ryvid shipping the Accessories to you, you may cancel your Accessories Order at any time. However, once Ryvid ships the Accessories to you, your Accessories Order cannot be cancelled. No returns will be accepted of Accessories purchased by you. Any limited warranty provided to you with your purchase of any Accessory will apply to your Accessories Order and the Accessories delivered to you by Ryvid.

**5. No Guarantee of Delivery Date; Delivery.** Ryvid does not guarantee a delivery date for your Bike and/or Accessories. Any delivery date(s) provide to you for your Bike Order is an estimate only and the actual delivery date of your Bike is dependent on many factors. You agree that the delivery of your Bike including the transfer of title and risk of loss to you will occur, and the sale will be completed, in the State of California at the time the Bike is picked-up by you or by a shipping carrier on your behalf (i.e., FOB Pick-up Location). You further agree and understand that the Purchase Agreement will include additional terms and conditions related to the delivery, transfer of title, vehicle registration and risk of loss among other things.

**6. Ryvid Electric Motorcycle Limited Warranty.** You will receive Ryvid's Limited Warranty at or prior to the time of delivery of your Bike. The version of Ryvid's Limited Warranty that is applicable to your Bike is that which is in effect when the Bike is first delivered to you or picked up from Ryvid. You may obtain a copy of your warranty upon request from Ryvid. The current warranty offered by Ryvid is available online.

**7. Non-Transferable.** You understand and agree that your Order is not transferable nor assignable to another party without the prior written approval of Ryvid. Ryvid may assign this Agreement in our discretion without your consent. Any assignment in violation of this Agreement will be null and void.

**8. Privacy Policy and Terms of Service.** The data Ryvid and/or its affiliates collect from and about you or about your Order will be used in accordance with our Privacy Policy and Terms of Service, each of which is incorporated herein by reference and available on our website at <https://ryvid.com/policies/privacy-policy> and <https://ryvid.com/policies/terms-of-service>. Please read our Privacy Policy and Terms of Service carefully to understand the data that we collect and our practices to regarding your information and how it will be treated. If you have questions regarding our Privacy Policy or Terms of Service, you should contact Ryvid at email [atHello@Ryvid.com](mailto:atHello@Ryvid.com).

**9. Third-Party Terms of Service and Privacy Policy.** In connection with your Order, you may be asked to submit payment and related information through Shopify. As such, you and the data you submit to Shopify will also be subject to Shopify's terms of service and privacy policy, which are available for review at <https://www.shopify.com/legal/terms>.

## **10. Other Terms.**

**10.1 General; Integration.** If, for any reason, a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, the remainder of this Agreement shall continue in full force and effect and the unenforceable provision shall be deemed to be modified solely to the extent necessary to make it enforceable. This Agreement may not be amended unless expressly agreed to in writing signed by Ryvid. This Agreement and any related non-contractual disputes or claims are governed by the laws of the State in which Ryvid is licensed to sell motorbikes that is nearest to your residence in the U.S., without regard to conflict of law principles. This Agreement and Ryvid's Terms of Service and Privacy Policy will be deemed the final and integrated agreement between you and Ryvid on the matters contained in this Agreement. It shall supersede all prior and contemporaneous representations, warranties, agreements, understandings, inducements, and conditions, express or implied, oral or written, with respect to the subject matter hereof. In the event of any conflict between this Agreement, Ryvid's Terms of Service and Ryvid's Privacy Policy, this Agreement shall prevail.

**10.2 No Resellers; Ryvid May Cancel.** Ryvid may cancel in its sole discretion any Order that Ryvid believes has been made for the purpose of reselling its vehicles, parts and/or accessories or that has otherwise been made in bad faith. This includes orders of Ryvid vehicles that are to be exported outside

of the country in which you are located and listed on your Bike Order. Ryvid may also cancel your Order if Ryvid, in its sole discretion, discontinues a product, feature or option after the time in which you make your Order, or if you become unresponsive to us. If you are not responsive to Ryvid with respect to your Order, it shall be considered a refusal by you take delivery of your Bike and/or Accessories under the terms of this Agreement.

**10.3 Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL RYVID'S OR ANY OF ITS AFFILIATES', OR THEIR RESPECTIVE OFFICERS', EMPLOYEES', LICENSORS', AND PARTNERS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT YOU PAID TO RYVID PURSUANT TO THIS AGREEMENT.

**10.4 Agreement to Arbitrate.** Please read this provision carefully, which applies to any dispute between you and Ryvid and/or its affiliates. If you have a concern or dispute, please send a written notice describing it and your desired resolution to Ryvid Inc., 12090 E Carson St, Ste H504, Hawaiian Gardens, CA, 90716. If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Ryvid will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products. We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to [www.adr.org](http://www.adr.org). The arbitrator may only resolve disputes between you and Ryvid, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Ryvid vehicles. In other words, you and Ryvid may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated. If you prefer, you may instead take an individual dispute to small claims court. You may opt out of arbitration within 30 days after entering into this Agreement by sending a letter to: Ryvid Inc., 12090 E Carson St, Ste H504, Hawaiian Gardens, CA, 90716, stating your name and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us.

**10.5 Governing Law and Integration.** Except as may otherwise conflict with state law, this Agreement is to be governed by the internal law, and not the laws of conflicts, of the State of California.

This Agreement is hereby entered into and shall be effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.