

HeyYa Cart Rental Terms and Conditions

HeyYa Rentals Inc. | British Columbia | Version: May 12, 2026

These Terms and Conditions are incorporated into the Rental Agreement Summary signed or electronically accepted by the Renter. They do not contain a separate signature block. The Renter accepts these Terms by signing or electronically accepting the Rental Agreement Summary, accepting the rental online, or taking possession of a HeyYa Cart.

These Terms and Conditions apply to each rental of a HeyYa Cart by HeyYa Rentals Inc. The person signing or electronically accepting the Rental Agreement Summary is the Renter.

1. Agreement and Acceptance

The Agreement is a legally binding contract between HeyYa Rentals Inc. and the Renter. By signing the Rental Agreement Summary, accepting the Agreement electronically, taking possession of a HeyYa Cart, or allowing the rental to begin, Renter confirms that Renter has read, understood, and agrees to the Agreement.

The Agreement consists of: (a) the Rental Agreement Summary; (b) these Rental Terms and Conditions; (c) the approved operating map or zone instructions; (d) the checkout selections, fee schedule, CDW election, inspection records, and photos; and (e) any written special permissions or instructions issued by HeyYa for the rental. If there is a conflict, a specific written permission or the Rental Agreement Summary governs over these general Terms and Conditions for that rental only.

Electronic signatures, checkbox acceptance, text-message approval, email approval, booking-system acceptance, and other electronic records may be used to form and evidence the Agreement.

2. Definitions

"Agreement" means the Rental Agreement Summary, these Terms and Conditions, and all documents and instructions incorporated into them.

"Approved Operating Zone" means the map, route, area, municipality, neighbourhood, lane permissions, road restrictions, and other operating instructions provided by HeyYa by link, app, QR code, printed map, booking page, email, text message, verbal briefing later confirmed by HeyYa, or other written instruction.

"Authorized Driver" means the Renter and any additional driver disclosed to and accepted by HeyYa before driving. No other person may drive the HeyYa Cart.

"Business Rental" means a rental booked or approved for business, commercial, event, delivery, filming, hospitality, institutional, fleet, or other non-personal use.

"CDW" or "Collision Damage Waiver" means the optional contractual waiver described in section 13. CDW is not insurance.

"HeyYa Cart" means the neighbourhood zero-emission vehicle, low-speed electric vehicle, vehicle, access device, installed equipment, trunk or storage compartment, and any accessories or courtesy items identified in the Rental Agreement Summary or provided by HeyYa, unless the context requires otherwise.

"Neighbourhood zero-emission vehicle" or "NZEV" means a four-wheeled electric vehicle that is designed to attain a speed of at least 32 km/h but not more than 40 km/h over 1.6 km on a paved level surface and that satisfies applicable Canadian low-speed vehicle requirements or admissible import requirements.

"Rental Period" means the period beginning when the Renter or an Authorized Driver receives access to or takes possession of the HeyYa Cart and ending only when the HeyYa Cart is returned to the approved return location and checked in by HeyYa.

"Renter" means the person or entity identified as renter in the Rental Agreement Summary and any person who signs or electronically accepts the Agreement.

"without delay" means as soon as it is safe and reasonably possible in the circumstances, with emergency safety taking priority.

3. Driver Eligibility and Licence Conditions

Unless HeyYa gives express written permission before the rental begins, every driver must be at least 21 years old and must hold a full, valid driver licence equivalent to British Columbia Class 5 or higher. A learner, novice, Class 7, minor, restricted, expired, suspended, cancelled, surrendered, or invalid licence is not acceptable unless HeyYa gives express written permission for that specific rental.

Renter represents that Renter and each Authorized Driver are legally allowed to operate the HeyYa Cart in British Columbia and in the Approved Operating Zone. Foreign licences are acceptable only if they are valid and equivalent to BC Class 5 or higher, unless HeyYa gives express written permission otherwise.

Renter and each Authorized Driver must comply with every condition and restriction on their driver licence and driving privilege, including passenger restrictions, corrective lens requirements, zero-alcohol or zero-drug requirements, night-driving restrictions, child-restraint requirements, supervision requirements, vehicle-class restrictions, and any other restriction imposed by law or a licensing authority.

Renter is responsible for ensuring that every Authorized Driver is disclosed to HeyYa, accepted by HeyYa, eligible to drive, and compliant with the Agreement. Renter remains responsible for all acts and omissions of Authorized Drivers and passengers.

4. Vehicle Condition, Inspection, and No Unauthorized Changes

Renter accepts the HeyYa Cart in its condition at pickup, subject to any pre-existing damage disclosed in the pre-rental condition notes and photos. Renter must inspect the HeyYa Cart before departure and must record any pre-existing damage in the pickup text field and pickup photos. Failure to document pre-existing damage may result in Renter being responsible for damage discovered later.

Renter must not alter, modify, repair, disable, disconnect, tamper with, decorate, wrap, remove equipment from, or add equipment to the HeyYa Cart without HeyYa's prior written permission.

If Renter or an Authorized Driver believes the HeyYa Cart is unsafe, damaged, malfunctioning, illegally parked, low on battery, or unsuitable for continued operation, Renter must stop operating it as soon as safe and contact HeyYa without delay at 236-624-3992.

5. NZEV Legal Use and Safety Acknowledgement

IMPORTANT SAFETY ACKNOWLEDGEMENT. A HeyYa Cart is smaller, lighter, slower, and more exposed than a conventional passenger car. It may provide less crash protection and may be less visible to other road users. Renter accepts these inherent risks for Renter and is responsible for communicating safety instructions to passengers.

Renter may operate the HeyYa Cart only where permitted by British Columbia law, applicable municipal bylaws, posted signs, the Approved Operating Zone, and HeyYa's instructions. In general, an NZEV may be operated on roads with speed limits of 40 km/h or less and, only where authorized by municipal bylaw, permit, or other applicable law, on roads over 40 km/h but not more than 50 km/h. The HeyYa Cart may cross a road with a speed limit not greater than 80 km/h at an intersection only where permitted by law and only as necessary to continue on an authorized road.

Permission from HeyYa does not authorize illegal operation. If any law, sign, police direction, municipal rule, construction condition, traffic condition, or safety condition conflicts with the Approved Operating Zone or any instruction, Renter must follow the stricter or safer rule and must contact HeyYa for clarification.

Renter must use all required lights from one-half hour after sunset to one-half hour before sunrise and at any other time when light, weather, visibility, or atmospheric conditions make objects on the road not clearly visible at a distance of 150 metres.

In Vancouver or any other municipality, bus lanes, restricted lanes, special-use lanes, park roads, waterfront routes, campus routes, bridge approaches, and similar routes may be used only where permitted by applicable law, posted signage, the Approved Operating Zone, or HeyYa's written instructions.

6. Approved Operating Zone and Municipal Boundaries

Renter must keep the HeyYa Cart within the Approved Operating Zone at all times unless HeyYa gives specific permission to leave the zone. The Approved Operating Zone may cross municipal boundaries. Renter may cross municipal boundaries only if the route or area is inside the Approved Operating Zone or HeyYa has given specific permission for that trip.

Before leaving the Approved Operating Zone, Renter must contact HeyYa and obtain permission. This allows HeyYa to explain the local NZEV rules, road restrictions, lane permissions, return requirements, and safety concerns for the intended area.

Operating outside the Approved Operating Zone or outside NZEV legal limits is a material breach of the Agreement, may void CDW, and may result in recovery fees, late fees, damage responsibility, tickets, impound charges, towing charges, administrative fees, and termination of the right to use the HeyYa Cart.

7. Rental Period, Return Time, and Late Return

Renter must return the HeyYa Cart to the return location specified at booking or later approved by HeyYa. The return location may differ from the pickup location only if specified in the Rental Agreement Summary or later approved by HeyYa.

Unless HeyYa gives express written permission for a multi-day rental or different return time, all daily rentals must be returned by 11:00 p.m. on the rental day. Daylight status does not change the return deadline.

If the HeyYa Cart is not returned by the scheduled return time, Renter is late. HeyYa may apply a courtesy grace period of up to 30 minutes before charging late fees or treating the HeyYa Cart as overdue, but HeyYa is not required to do so. The grace period is not an extension of the rental.

After the grace period, or immediately if HeyYa believes the HeyYa Cart is at risk, outside the Approved Operating Zone, abandoned, unlawfully used, being misused, or not being returned, HeyYa may treat the HeyYa Cart as overdue and may use telematics, recovery services, remote measures where available and lawful, law enforcement, or other lawful means to locate and recover it. Renter is responsible for all resulting charges and losses.

8. Prohibited Uses

Renter and all Authorized Drivers must not do, permit, or cause any of the following:

- allow any person who is not an Authorized Driver to drive or control the HeyYa Cart;

These Terms are incorporated into the signed Rental Agreement Summary. No separate signature is required on these Terms.

- operate the HeyYa Cart outside the Approved Operating Zone or on a road, lane, path, bridge, highway, private property, park area, or other place where NZEV operation is not permitted;
- operate the HeyYa Cart while impaired by alcohol, cannabis, drugs, fatigue, medication, illness, distraction, or any other condition that makes operation unsafe or illegal;
- operate the HeyYa Cart in breach of any driver licence condition or restriction;
- use the HeyYa Cart for racing, speed testing, stunt driving, driver training, testing vehicle technology, towing, pushing, off-road use, reckless driving, illegal parking, illegal stopping, or any unlawful purpose;
- carry more passengers than there are seats and seatbelts, allow any person to ride outside the passenger compartment, allow standing passengers, or allow passengers to interfere with the driver;
- use the HeyYa Cart for business, commercial, event, delivery, courier, rideshare, taxi, filming, promotional, hospitality, institutional, or similar use unless booked or approved in writing as a Business Rental;
- sublease, lend, sell, pledge, abandon, conceal, or transfer the HeyYa Cart or any rights under the Agreement;
- carry hazardous materials, explosives, corrosives, illegal substances, or loads that are unsafe, unsecured, unevenly distributed, or above the HeyYa Cart's rated capacity;
- tamper with, disable, obscure, disconnect, or interfere with any telematics, GPS, battery, charging, safety, lighting, braking, seatbelt, licence plate, warning, or monitoring equipment.

Any prohibited use is a material breach of the Agreement and may void CDW and any permission to use the HeyYa Cart.

9. Passengers, Child Seats, Pets, and Personal Property

Renter is responsible for passenger selection, passenger conduct, and passenger safety instructions. Renter must ensure that all passengers use seatbelts and comply with applicable law. Renter must not carry passengers contrary to Renter's driver licence restrictions or the HeyYa Cart's seating capacity.

HeyYa may provide child seats as a courtesy and at no charge when available. HeyYa does not select, install, inspect, approve, or warrant any child seat installation or use. Renter is solely responsible for ensuring that every child passenger is transported in an appropriate, lawful, properly installed, and properly used child restraint system.

Pets are allowed. HeyYa recommends use of an appropriate pet carrier or restraint. Renter is responsible for pet safety, pet control, pet-related distraction, cleaning, odour, fur, scratches, stains, bites, injury, and damage.

The HeyYa Cart may include a storage compartment or trunk. HeyYa does not represent that any trunk or storage compartment is secure, waterproof, theft-proof, or suitable for valuables. Renter and passengers leave property in or on the HeyYa Cart at their own risk. HeyYa is not responsible for loss, theft, damage, or unauthorized access to personal property.

10. Charges, Payment Authorization, and Deposits

Renter must pay all rental charges, optional product charges, deposits, pre-authorizations, taxes, fees, and other amounts shown in the Rental Agreement Summary, checkout flow, fee schedule, or otherwise agreed in writing. Rentals are charged by hour, day, package, or other time period shown at booking. HeyYa does not charge a per-kilometre mileage fee and does not charge for ordinary battery charging.

CARD AUTHORIZATION. Renter authorizes HeyYa to charge any payment card, debit card, credit card, digital wallet, account, or payment method provided by Renter for all amounts owed under the Agreement, including amounts identified after return, without further approval or notice to Renter, subject to applicable law and payment network rules.

Amounts that may be charged include rental charges, CDW charges, deposits, late fees, extension charges, damage charges, the CDW renter responsibility amount, applicable deductibles, tickets, fines, penalties, tolls, towing, impound, storage, recovery, low-battery retrieval, cleaning, excessive soiling, pet-related cleaning or damage, lost or damaged access devices, accessories, administrative fees, loss of use, diminished value, depreciation, collection costs, taxes, and any other amount owed under the Agreement.

The deposit or pre-authorization amount and timing are as shown at booking, checkout, or in the Rental Agreement Summary. A deposit or authorization may reduce available credit or funds until released by the payment issuer. HeyYa is not responsible for bank, card issuer, or payment processor delays in releasing holds.

All amounts are subject to final audit after return. Damage, tickets, tolls, violations, deductibles, claims, and other charges may be discovered or assessed after the Rental Period.

11. Low Battery, Charging, Roadside Assistance, and Retrieval

Ordinary battery charging is included in the rental charge. Renter is not charged merely because HeyYa must recharge the HeyYa Cart after normal use.

Battery range varies based on weather, terrain, load, driver behaviour, route, traffic, accessory use, battery condition, and other factors. Renter must monitor battery level, follow HeyYa's instructions, and avoid trips that may leave the HeyYa Cart stranded.

Renter must not use unauthorized charging equipment, tamper with the battery or charging system, or attempt any repair. If the HeyYa Cart becomes depleted, stranded, disabled, or unable to return because of Renter's route choice, operation, failure to follow instructions, operation

outside the Approved Operating Zone, or other breach, Renter is responsible for towing, retrieval, transport, recovery, staff time, storage, parking, and related costs.

For roadside assistance, low battery, breakdowns, unsafe conditions, or operational issues, Renter must call or text HeyYa at 236-624-3992 without delay.

12. Damage, Loss, Theft, and Return Condition

Except to the extent CDW applies, Renter is responsible for all damage to, loss of, theft of, or destruction of the HeyYa Cart, including tires, wheels, glass, body panels, seats, roof, trunk, batteries, charging equipment, keys, access devices, lights, electronics, telematics, accessories, and courtesy items, whether or not caused by Renter and whether or not covered by any insurance.

Renter must not have the HeyYa Cart repaired or serviced without HeyYa's prior written permission. HeyYa may choose the repair facility, parts, method of repair, replacement, valuation, salvage, and claims process.

If the HeyYa Cart is damaged but repairable, Renter must pay repair costs and related costs. If the HeyYa Cart is stolen, not returned, destroyed, or deemed by HeyYa or an insurer to be a total loss, Renter must pay the replacement value or fair market value, plus applicable taxes and related costs, less amounts actually recovered by HeyYa from insurance, salvage, or responsible third parties.

Related costs may include towing, storage, impound, recovery, inspection, estimating, administrative fees, loss of use, diminished value, depreciation, claims expenses, collection costs, and other losses arising from the damage, loss, theft, or breach.

Renter remains responsible for the HeyYa Cart until it is returned to the approved return location, return photos and condition notes are submitted if required, and the HeyYa Cart is checked in by HeyYa.

13. Optional Collision Damage Waiver

CDW IS OPTIONAL AND IS NOT INSURANCE. CDW is not required to rent a HeyYa Cart. Renter may wish to check personal automobile insurance, credit card protection, travel insurance, ICBC Rental Vehicle Coverage, business insurance, or other coverage before deciding whether to buy CDW.

If Renter purchases CDW and CDW is shown as accepted in the Rental Agreement Summary, HeyYa contractually waives Renter's responsibility for accidental physical damage to the HeyYa Cart itself above the renter responsibility amount shown in the Rental Agreement Summary. Unless the Summary states otherwise, the renter responsibility amount is \$500 per rental incident. Renter remains responsible for the first \$500 of accidental physical damage to the HeyYa Cart.

CDW does not cover: third-party liability; injury; death; damage to other vehicles or property; tickets; fines; penalties; tolls; towing, storage, impound, or recovery not directly part of an approved covered repair; low-battery retrieval; cleaning; pet-related cleaning or damage; lost or damaged access devices; lost or damaged personal property; accessories or courtesy items unless HeyYa expressly includes them; loss caused by prohibited use; intentional damage; gross negligence; or any deductible, charge, or loss not expressly waived by this section.

CDW is void and provides no waiver if damage, loss, theft, or related cost occurs in whole or in part while: (a) the HeyYa Cart is operated by an unauthorized driver; (b) the driver is impaired or violating licence restrictions; (c) the HeyYa Cart is outside the Approved Operating Zone without permission; (d) the HeyYa Cart is operated contrary to NZEV laws, municipal rules, signs, or HeyYa instructions; (e) the HeyYa Cart is used for unauthorized business, commercial, event, delivery, rideshare, filming, or similar use; (f) the driver or Renter acts illegally, recklessly, intentionally, or dishonestly; (g) Renter misrepresents or withholds material facts; (h) Renter fails to report an incident, submit photos, cooperate with HeyYa, cooperate with ICBC or an insurer, or contact police where required; (i) the HeyYa Cart is stolen or vandalized and Renter failed to secure the access device, failed to report the incident, or failed to cooperate; (j) the loss arises from tampering, unauthorized charging, unauthorized repair, overloading, unsafe passenger carriage, or breach of the Agreement.

If CDW is declined, not purchased, unavailable, void, or inapplicable, Renter remains responsible for all damage, loss, theft, and related costs described in the Agreement.

14. Insurance, ICBC, and Renter's Own Coverage

The HeyYa Cart carries motor vehicle insurance as required by British Columbia law and as arranged by HeyYa. The Agreement does not create, extend, amend, guarantee, or promise any insurance coverage, limit, benefit, defence, indemnity, or right beyond what is provided by applicable law and the actual insurance policy.

Certain injury, accident benefit, third-party liability, and related benefits may be available through ICBC Basic insurance, HeyYa's motor vehicle policy, Renter's own insurance, or other applicable insurance, subject to law, policy terms, limits, deductibles, exclusions, and claims handling by ICBC or the applicable insurer. Nothing in the Agreement waives statutory benefits that cannot lawfully be waived.

HeyYa does not carry collision coverage for damage to the HeyYa Cart itself. Renter is responsible for damage to the HeyYa Cart unless CDW applies or another insurer or responsible third party actually pays HeyYa for the amount owed.

Renter is responsible for any applicable deductible for claims involving damage to another vehicle, non-vehicle property, or third-party liability, and for any amount not paid by ICBC, another insurer, or a responsible third party.

Renter is solely responsible for determining whether personal automobile insurance, credit card protection, ICBC Rental Vehicle Coverage, travel insurance, business insurance, or any other policy applies to this rental or to this type of NZEV, hourly rental, business rental, or low-

speed electric vehicle. HeyYa does not provide insurance advice and is not responsible for determining, verifying, or guaranteeing whether any such coverage applies.

Renter authorizes HeyYa to communicate with ICBC, any insurer, any broker, any claims administrator, any credit card protection provider, and any responsible third party about any claim or amount owed, and to provide rental records, telematics, inspection photos, invoices, estimates, and other information reasonably related to the claim. To the extent permitted by law, Renter assigns to HeyYa any right to receive insurance or third-party payments for amounts owed to HeyYa.

15. Accidents, Incidents, Police, and Cooperation

Renter must report any collision, damage, injury, death, theft, vandalism, unsafe condition, low-battery stranding, breakdown, police interaction, ticket, impound, parking issue, complaint, or other incident to HeyYa without delay by calling or texting 236-624-3992.

Renter must stop, remain at or return to the scene where required by law, provide required information, assist injured persons, call 911 where appropriate, preserve evidence, take photos, obtain witness information where safe, and not admit fault or make any settlement without HeyYa's permission.

Renter must contact police without delay where required by law, including where there is injury, death, a hit-and-run, suspected impaired driving, theft, vandalism, suspected criminal conduct, public or private property damage requiring police attendance, or where damage appears to meet or exceed the reporting threshold under British Columbia law. Renter must also contact police if instructed by HeyYa, ICBC, an insurer, emergency services, or a peace officer.

Renter must cooperate with HeyYa, ICBC, insurers, police, repair facilities, claims administrators, and investigators. Cooperation includes providing statements, forms, reports, photos, videos, witness information, licence information, insurance information, and any legal or claim documents received by Renter.

16. Telematics, Location Data, Privacy, and Communications

Renter acknowledges and agrees that the HeyYa Cart may be equipped with telematics, GPS, cellular, diagnostic, battery, location, speed, collision-event, route, boundary, usage, performance, and similar systems. HeyYa may collect, use, retain, and disclose telematics and vehicle data during and after the Rental Period.

HeyYa may use telematics and vehicle data to provide the rental, verify pickup and return, manage fleet operations, monitor battery and diagnostics, confirm route and Approved Operating Zone compliance, locate a lost, stolen, overdue, stranded, disabled, or abandoned HeyYa Cart, provide roadside assistance, investigate incidents, assess charges, support insurance or legal claims, enforce the Agreement, comply with law, and improve safety and operations.

HeyYa may disclose personal information, rental records, telematics, photos, and vehicle data to service providers, payment processors, insurers, ICBC, brokers, claims administrators, repair facilities, collection agents, legal advisors, police, government authorities, and other persons where reasonably necessary for the purposes described in the Agreement or permitted by law.

Renter agrees to HeyYa's collection, use, disclosure, and retention of personal information as described in the Agreement and HeyYa's privacy policy at <https://heyya.ca/privacy-policy/>. Renter also consents to transactional calls and text messages from HeyYa at the number provided by Renter, including messages about the booking, support, safety, return, damage, charges, claims, and recovery.

Telematics are a safety and operations tool, not a promise that HeyYa is monitoring the HeyYa Cart continuously. Renter remains responsible for safe and lawful operation at all times.

17. Tickets, Tolls, Parking, Impound, and Legal Violations

Renter is responsible for all tickets, fines, penalties, tolls, bridge charges, parking charges, bylaw notices, red-light or camera notices, towing, storage, impound, administrative charges, and legal violations arising during the Rental Period or from Renter's use, parking, stopping, or possession of the HeyYa Cart.

HeyYa may pay or process such amounts and charge Renter's payment method without further approval. HeyYa may also provide Renter's information and rental details to police, ICBC, municipal authorities, toll authorities, parking operators, collection agents, or other relevant persons to transfer responsibility, process payment, identify the responsible person, or comply with law.

18. Cancellation, Refusal, Recall, and Safety Decisions

HeyYa may cancel a booking and provide a full refund if HeyYa determines, in its discretion, that extreme weather, emergency conditions, vehicle availability, maintenance, road closures, legal restrictions, safety concerns, or other circumstances make the rental unsafe or impractical.

Ordinary rain, snow, cold, heat, darkness, traffic, or routine weather does not automatically cancel a rental unless HeyYa decides otherwise or operation becomes unsafe or unlawful. Renter must operate according to actual road, traffic, visibility, and weather conditions.

HeyYa may refuse, pause, recall, terminate, or modify a rental if HeyYa believes the Renter or any driver is ineligible, the HeyYa Cart is at risk, the rental violates the Agreement, or safety requires it. HeyYa's liability for cancellation, refusal, recall, or vehicle unavailability is limited to a refund of unused rental charges actually paid, unless applicable law requires otherwise.

19. Business, Event, and Commercial Use

Business, commercial, event, delivery, courier, rideshare, taxi, filming, promotional, hospitality, institutional, fleet, or similar use is prohibited unless the rental is booked or approved in writing as a Business Rental. HeyYa may require additional terms, insurance, deposits, maps, supervision, or a separate written agreement for Business Rentals.

Unauthorized business, event, or commercial use is a material breach of the Agreement and voids CDW. If a separate written B2B or event agreement is signed, that agreement governs to the extent it conflicts with this Agreement.

20. Assumption of Risk, Release, and Indemnity

RISK ACKNOWLEDGEMENT. Renter understands that operating or riding in a HeyYa Cart involves risks that may be greater or different than operating or riding in a conventional passenger car, including risks from traffic, visibility, road conditions, weather, limited speed, smaller vehicle size, reduced crash protection, passenger behaviour, and actions of other road users.

To the fullest extent permitted by law, Renter voluntarily assumes all risks arising from Renter's operation, possession, control, parking, loading, passenger selection, passenger supervision, and use of the HeyYa Cart, except to the extent caused by HeyYa's negligence or wilful misconduct that cannot lawfully be released.

To the fullest extent permitted by law, Renter releases HeyYa, its directors, officers, employees, contractors, affiliates, insurers, agents, suppliers, and service providers from claims by Renter for injury, death, property loss, inconvenience, delay, loss of enjoyment, lost income, indirect loss, consequential loss, or other loss arising from the ordinary and inherent risks of HeyYa Cart use, Renter's breach of the Agreement, acts or omissions of Renter, Authorized Drivers, passengers or third parties, road conditions, traffic, weather, or vehicle unavailability, except to the extent such release is prohibited by law.

Renter must defend, indemnify, and hold harmless HeyYa, its directors, officers, employees, contractors, affiliates, insurers, agents, suppliers, and service providers from all claims, losses, liabilities, damages, charges, costs, expenses, deductibles, fines, penalties, legal fees, and demands arising from: (a) Renter's breach of the Agreement; (b) illegal, unauthorized, reckless, negligent, or prohibited use; (c) acts or omissions of Renter, Authorized Drivers, passengers, pets, or persons given access by Renter; (d) damage to the HeyYa Cart; (e) third-party property damage; (f) tickets, tolls, fines, impounds, or violations; and (g) passenger or third-party claims to the extent caused by Renter's breach, negligence, or unlawful conduct.

Renter is not signing for passengers and this Agreement does not state that passenger claims are waived by passengers who have not signed. Renter is, however, responsible for passenger safety instructions and for claims caused by Renter's breach, negligence, unauthorized use, or unlawful conduct.

21. Default, Termination, and Recovery

Renter is in default if Renter fails to pay, fails to return the HeyYa Cart on time, violates the Agreement, provides false or incomplete information, permits unauthorized use, operates unsafely or illegally, leaves the Approved Operating Zone without permission, or otherwise creates risk to HeyYa, the HeyYa Cart, passengers, the public, or property.

Upon default, HeyYa may terminate Renter's right to use the HeyYa Cart without further notice, recover the HeyYa Cart, charge Renter for all amounts owed, use telematics and lawful remote measures, contact police or authorities, and pursue all legal and equitable remedies. Renter releases HeyYa from claims arising from lawful recovery of the HeyYa Cart and is responsible for recovery-related costs.

22. No Consequential Damages and Limitation of Remedies

To the fullest extent permitted by law, HeyYa is not liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost opportunity, lost enjoyment, missed events, travel disruption, inconvenience, replacement transportation, or personal property loss.

If HeyYa breaches the Agreement or the HeyYa Cart becomes unavailable or unusable for reasons not caused by Renter, Renter's sole remedy is, at HeyYa's option, a replacement HeyYa Cart if available, a refund of unused rental charges actually paid, or a credit for unused rental time, unless applicable law requires otherwise.

23. General Terms

The Agreement is the entire agreement between HeyYa and Renter for the rental and replaces prior or contemporaneous oral statements, advertisements, messages, or understandings, except for written special permissions issued by HeyYa for the specific rental.

No amendment is effective unless in writing by HeyYa.

If any part of the Agreement is found invalid, illegal, or unenforceable, the rest remains effective to the maximum extent permitted by law.

Renter may not assign the Agreement or any rights under it. HeyYa may assign amounts owing, claims, or rights to an insurer, claims administrator, collection agent, affiliate, purchaser, or successor.

Headings are for convenience only and do not limit the Agreement. References to laws include amendments and replacements. Words such as "including" mean "including without limitation".

24. Governing Law and Vancouver Proceedings

The Agreement is governed by the laws of British Columbia and the federal laws of Canada applicable in British Columbia, without regard to conflict-of-laws rules.

Subject to any mandatory jurisdiction of a tribunal or applicable law that cannot be varied by contract, all court proceedings arising from or relating to the Agreement, the rental, the HeyYa Cart, charges, damage, injury, insurance, or any related dispute must be brought in Vancouver, British Columbia, and Renter irrevocably attorns to the jurisdiction of the courts sitting in Vancouver, British Columbia.

Renter confirms that Renter has read and agrees to these Rental Terms and Conditions.