VroomAI LLC - Terms and Conditions Effective Date: June 7, 2025 PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SERVICES. This document constitutes a legally binding agreement ("Agreement") between you ("User," "you," or "your") and VroomAI LLC ("VroomAI," "we," "us," or "our"), a limited liability company registered in the State of Connecticut, USA. This Agreement governs your use of the VroomAI website, web application, Application Programming Interfaces (APIs), and any related services (collectively, the "Service"). By creating an account, accessing, or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions and our Privacy Policy, which is incorporated herein by reference. If you do not agree to these terms, you may not use the Service. 1. Description of Service & Critical Disclaimers VroomAI is a Software-as-a-Service (SaaS) platform that utilizes artificial intelligence to provide users with vehicle price reports, VIN decoding, market insights, and other vehicle management tools based on user-provided data. IMPORTANT DISCLAIMER REGARDING AI-GENERATED INFORMATION: THE PRICE ESTIMATES, MARKET ANALYSIS, AND ANY OTHER DATA GENERATED BY VROOMAI ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THEY ARE GENERATED USING STATISTICAL MODELS AND DO NOT CONSTITUTE A GUARANTEE OF A VEHICLE'S ACTUAL MARKET VALUE, SALE PRICE, OR CONDITION. VROOMAI IS NOT A SUBSTITUTE FOR A CERTIFIED VEHICLE APPRAISAL, A PROFESSIONAL MECHANICAL INSPECTION, OR FINANCIAL/LEGAL ADVICE. YOU ACKNOWLEDGE AND AGREE THAT VROOMAI LLC IS NOT LIABLE FOR ANY FINANCIAL LOSSES OR DECISIONS YOU MAKE BASED ON INFORMATION FROM THE SERVICE. YOU ARE SOLELY RESPONSIBLE FOR CONDUCTING YOUR OWN INDEPENDENT VALIDATION AND DUE DILIGENCE BEFORE MAKING ANY PURCHASE, SALE, OR INVESTMENT DECISION RELATED TO A VEHICLE. 2. User Accounts Eligibility: You must be at least 18 years of age, or the age of legal majority in your jurisdiction, to create an account and use the Service. Account Registration: You must provide accurate, current, and complete information during the registration process, including your name, a valid email address, and any other information required. Account Security: You are responsible for safeguarding your password and for all activities that occur under your account. You agree to notify us immediately at support@vroomai.io of any unauthorized use of your account. Data Accuracy: You are responsible for the accuracy of the data you provide to the Service, including Vehicle Identification Numbers (VINs) and other vehicle metadata. The quality and reliability of the Service's output are directly dependent on the accuracy of your input. 3. User Content For the purposes of this Agreement, "User Content" means any data input by users including, but not limited to, VINs, vehicle details, or any additional text, images, or metadata submitted for processing, storage, or analysis now or in the future. Ownership: You retain all ownership rights to your User Content. License to VroomAI: By submitting User Content, you grant VroomAI a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, process, analyze, and display your User Content solely for the purposes of operating, providing, improving, and developing the Service. This includes training our AI models on anonymized or aggregated data to enhance the accuracy and functionality of the

platform. 4. Acceptable Use Policy You agree not to use the Service to: Violate any applicable law or regulation. Submit false or misleading information, including fraudulent VINs. Reverse engineer, decompile, or otherwise attempt to discover the source code, AI models, or underlying algorithms of the Service. Use any automated system (robot, spider, etc.) to access the Service in a manner that sends more request messages to our servers than a human can reasonably produce in the same period, except for the use of our official API under an Enterprise plan. Use the API (if applicable) in violation of its specific documentation and usage limits. Resell or sublicense the Service or any reports generated from it without our express written permission. 5. Fees, Payment, and Subscriptions VroomAI operates on a freemium and subscription basis. By selecting a paid plan, you agree to the pricing and payment terms presented to you for that plan. 5.1. Subscription Plans: We offer several subscription tiers ("VroomAI Basic," "VroomAI Plus," etc.), each with different features and report credit limits as described on our pricing page. 5.2. Billing and Automatic Renewal: Paid subscriptions are billed in advance on a recurring monthly basis. Your subscription will automatically renew at the end of each monthly billing cycle unless you cancel it. You authorize us to store your payment method and to automatically charge it every month until you cancel. All payments are processed through our third-party payment processor, Stripe. 5.3. Report Credits: Subscription plans include a specific number of AI report credits per month. Unless otherwise stated, unused monthly report credits do not roll over to the next month and expire at the end of each billing cycle. Additional report credits may be purchased on a one-time basis ("Top-ups") at the prices listed on the Service. 5.4. Cancellation: You may cancel your subscription at any time through your account settings or by contacting support. The cancellation will become effective at the end of your current monthly billing period. You will not receive a refund or credit for any partial-month subscription periods. You will retain access to your paid features until the end of the billing period. 5.5. Fee Changes: We reserve the right to change our subscription fees. We will provide you with at least 30 days' advance notice of any fee changes. Your continued use of the Service after the fee change constitutes your agreement to pay the modified fee amount. 5.6. Refunds: All fees are non-refundable, except where required by law. 6. Intellectual Property All rights, title, and interest in and to the Service (excluding User Content) are and will remain the exclusive property of VroomAI LLC. This includes all software, graphics, designs, logos, AI models, and other proprietary materials. The Service is protected by copyright, trademark, and other laws of the United States. 7. Termination Termination by You: You can terminate this Agreement at any time by deleting your account. Termination by VroomAI: We may suspend or terminate your account and access to the Service at our sole discretion, without prior notice, for any reason, including a breach of these Terms. Survival: Upon termination, your right to use the Service ceases. The following sections will survive termination: 1 (Disclaimers), 3 (User Content license), 6 (Intellectual Property), 7 (Termination effects), 8 (Disclaimer of Warranties), 9 (Limitation of Liability), 10 (Indemnification), and 11 (Governing Law). 8. Disclaimer of Warranties THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." VROOMAI LLC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, NOR DO WE MAKE ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. 9. Limitation of Liability TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL VROOMAI LLC, ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR GOODWILL, ARISING FROM YOUR USE OF THE SERVICE OR ANY INFORMATION PROVIDED THEREIN. OUR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE SHALL NOT EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS ($100) OR THE TOTAL AMOUNT PAID BY YOU TO VROOMAI FOR THE SERVICE IN THE SIX (6) MONTHS PRIOR TO THE CLAIM. 10. Indemnification You agree to indemnify and hold harmless VroomAI LLC and its officers, directors, and employees from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms, your improper use of the Service, or your violation of any law or the rights of a third party. 11. Governing Law and Dispute Resolution This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, USA, without regard to its conflict of law principles. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted in the federal or state courts located in Hartford, Connecticut, and each party irrevocably submits to the exclusive jurisdiction of such courts. 12. Changes to These Terms We may modify these Terms at any time. If we make a material change, we will notify you at least 30 days in advance by email or through a notice on our platform. 12.1 Beta and Experimental Features Certain features of the Service, including but not limited to prototype tools such as "Lemon" or diagnostic modules, may be designated as beta, experimental, or preview. These features are provided "as is", without any warranties, and may be modified, discontinued, or removed at any time without prior notice. VroomAI LLC shall not be liable for any issues, inaccuracies, or disruptions arising from the use of such experimental features. 12.2 Force Majeure VroomAI LLC shall not be held liable for any failure or delay in performance resulting from causes beyond its reasonable control, including but not limited to natural disasters, acts of war or terrorism, labor disputes, electrical outages, telecommunications or internet failures, denial of service attacks, pandemics, public health emergencies, or acts of government. In such events, VroomAI will make reasonable efforts to resume the Service as soon as practicable. By continuing to use the Service after the changes become effective, you agree to be bound by the revised Terms. 13. Contact Information For any questions about these Terms and Conditions, please contact us at: support@vroomai.io