

# Kayod Technologies – Terms & Conditions

**Last Updated:** October 1st 2025

Welcome to Kayod Technologies (“**Kayod**,” “**we**,” “**us**,” or “**our**”). These Terms & Conditions (the “**Terms**”) govern your access to and use of Kayod’s websites, applications, autonomous delivery robots, advertising services, and related offerings (collectively, the “**Services**”).

By accessing or using any part of the Services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree, do not use the Services.

## **PART A – GENERAL TERMS (All Users)**

### **1) Overview & Acceptance**

These Terms are a legally binding contract between you and Kayod. By clicking “I accept,” creating an account, or otherwise using the Services, you agree to these Terms.

### **2) Eligibility**

You must be at least 18 years old and able to enter a binding contract to use the Services.

### **3) Accounts & Security**

You are responsible for your account credentials and all activity under your account. Notify us immediately of any unauthorized use.

### **4) Prohibited Uses**

You may not: (i) violate laws; (ii) interfere with or damage the Services; (iii) reverse engineer or circumvent security; (iv) misuse robots (e.g., obstructing, tampering with, or accessing items you didn’t order); (v) harass others; (vi) upload unlawful or infringing content.

### **5) Intellectual Property**

All content and technology comprising the Services (including software, designs, text, images, videos, data, and robot systems) are owned by Kayod or its licensors and protected by IP laws. Except as expressly permitted, you may not use our IP.

## **6) Content You Provide**

If you upload comments, reviews, media, logos, or other materials, you grant Kayod a worldwide, non-exclusive, royalty-free license to host, reproduce, display, and distribute them to operate the Services. You must own or have rights to all content you submit.

## **7) Availability; Errors**

The Services may be modified, suspended, or discontinued without notice. Information may be inaccurate or outdated despite our efforts.

## **8) Third-Party Links & Services**

Ordering platforms, payment processors, and other third-party services are independent of Kayod. We are not responsible for their content, policies, or actions.

## **9) Communications**

By using the Services, you consent to receive service-related SMS/push/email communications (e.g., order/robot status). Standard carrier rates may apply. You can opt out of promotional emails via unsubscribe links.

## **10) Disclaimers**

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES (EXPRESS OR IMPLIED), INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND UNINTERRUPTED/ERROR-FREE OPERATION.

## **11) Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, KAYOD WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. OUR AGGREGATE LIABILITY WILL NOT EXCEED THE GREATER OF: (A) AMOUNTS YOU PAID TO KAYOD FOR THE RELEVANT SERVICE IN THE 12 MONTHS BEFORE THE CLAIM, OR (B) \$100.

## **12) Indemnification**

You will defend, indemnify, and hold harmless Kayod from claims arising out of your use of the Services, your content, your violation of these Terms, or your violation of any third-party rights or applicable laws.

### **13) Governing Law; Dispute Resolution**

These Terms are governed by the laws of the **State of Florida**, without regard to conflict-of-law principles. **Arbitration & Class-Action Waiver:** Except for small claims or equitable relief, any dispute arising out of these Terms will be resolved by binding individual arbitration in **Miami-Dade County, Florida** under the AAA Rules. **YOU WAIVE JURY TRIALS AND CLASS ACTIONS.** (If you prefer court jurisdiction, we can switch this to Florida courts only—tell us and we'll revise.)

### **14) Changes to Terms**

We may update these Terms from time to time. Material changes will be notified; your continued use after the effective date constitutes acceptance.

## **PART B — MERCHANT TERMS (Restaurants/Retailers Listing on Kayod & Using Delivery/Advertising)**

### **1) Definitions**

- **Merchant:** A business that lists products/menus on Kayod's app/marketplace or via an integrated third-party ordering platform and may use Kayod robots for delivery and Kayod screens for advertising.
- **Merchant Materials:** Menus, prices, images, descriptions, promotions, marks, and other content furnished by Merchant.
- **Orders:** Customer purchases placed through Kayod or integrated third-party platforms.
- **Delivery:** Delivery fulfilled by Kayod robots.
- **Kayod Portal:** Merchant dashboard/tools for menu management, orders, and settings.

### **2) Onboarding & Accounts**

Merchant must provide accurate business information, required licenses/permits, tax details, and bank/processor info. Merchant is responsible for Authorized Users' actions.

### **3) Menus, Catalogs & Compliance**

Merchant is solely responsible for: (i) accurate and up-to-date items, descriptions, imagery, pricing, availability, hours, holidays; (ii) compliance with all laws (e.g., food safety, allergens, alcohol, age-restricted products); (iii) required disclosures (ingredients, allergens, nutrition, alcohol warnings). Kayod may remove items that appear non-compliant or inaccurate.

#### **4) Orders & Prep**

Merchant will promptly accept, prepare, package, and hand off Orders per Kayod guidelines to ensure safe, timely delivery. Merchant remains responsible for product quality, accuracy, regulatory compliance, and customer service on product-related issues.

#### **5) Delivery**

Kayod will use commercially reasonable efforts to make robots available near Merchant's operating area. Estimated times are not guarantees. Hand-off procedures and pickup/parking rules communicated by Kayod must be followed for safety and compliance.

#### **6) Marketing Use of Marks**

Each party grants the other a limited, non-exclusive, revocable license to use the other's name and marks solely to operate and promote the Services (e.g., display menus on the app). Any broader use requires written approval.

#### **7) Data**

As between the parties, Merchant retains ownership of Merchant Data; Kayod retains ownership of Kayod Data (service/operational/robot telemetry, aggregated analytics, etc.). Each party grants the other limited rights to use the other's data as necessary to perform under these Terms, subject to applicable law and our Privacy Policy. We may use de-identified/aggregated data to improve Services.

#### **8) Fees, Billing & Taxes**

Merchant agrees to the fees disclosed in its merchant agreement or in-app pricing schedule (e.g., subscription, delivery/service, onboarding or hardware if any). Billing is typically weekly via payment processor. Merchant is responsible for applicable taxes except those imposed on Kayod's net income. Refunds/credits follow Kayod policies and the Delivery Parameters/Refund Matrix (if applicable).

#### **9) Support**

Kayod provides commercially reasonable support during posted hours. Merchant will report issues promptly and cooperate in troubleshooting.

## **10) Suspension/Termination**

Kayod may suspend or terminate Merchant access for non-payment, legal non-compliance, safety risks, fraud, or material breach. Post-termination, Merchant will cease use of Kayod systems and return any Kayod hardware.

## **11) Merchant Warranties**

Merchant represents and warrants compliance with all applicable laws; that it holds necessary rights to Merchant Materials; and that all information it provides is accurate and complete.

## **12) Merchant Indemnification**

Merchant will defend and indemnify Kayod from claims related to products, menus, labeling, allergens, alcohol/tobacco compliance, pricing errors, Merchant Materials, or Merchant's breach of these Terms/law.

# **PART C — CUSTOMER TERMS (End Users Ordering via Kayod)**

## **1) Service Overview**

Kayod operates a platform where you can discover Merchants and receive deliveries via Kayod robots (or, where applicable, couriers). **Kayod is not a Merchant and does not sell the products**—the sale is between you and the Merchant.

## **2) Orders & Delivery**

Provide accurate delivery address and contact details. When a robot arrives, you must promptly meet it and retrieve your order per instructions. Failure to retrieve may result in cancellation and fees. Delivery times are estimates only.

## **3) Payments & Refunds**

Payments for in-app orders are processed by third-party processors. Charges are typically final and non-refundable once the Merchant has begun preparing your order. Refunds/credits may be issued per Merchant policy and Kayod's service policies in specific cases (e.g., non-delivery attributable to the platform).

#### 4) User Conduct

Do not tamper with or obstruct robots; do not attempt to access items not belonging to you; do not harass staff, couriers, or other users.

#### 5) No Warranties; Limitation of Liability

Products are provided by Merchants. Kayod does not warrant product quality, safety, or suitability. Review labels, allergen notices, and instructions before consuming products.

## PART D — ADVERTISING TERMS (Brands & Agencies Buying Robot Screen Media)

### 1) Scope

These Advertising Terms govern the purchase of media on Kayod robots' digital screens and related production services.

### 2) Booking & Flighting

- **Flight Unit:** 4-week cycle (28 days), **Sundays excluded** (24 operating days).
- **Operating Hours:** 9:00 AM–11:00 PM (14 hours/day).
- **Minimum Commitment:** 3 consecutive cycles unless otherwise agreed in writing.
- **Availability:** Inventory is subject to availability in designated Miami zones.

### 3) Ad Play Guarantee & Definitions

- **Ad Play (Guaranteed):** One **10-second** diffusion of your creative across **both** digital screens of one robot. Package totals state guaranteed plays across booked robots per cycle.
- **Estimated Impressions (Not Guaranteed):** Potential views derived from DOOH benchmarks applying an average **~35 views per Ad Play** in high-traffic Miami areas (Downtown, Brickell, Midtown, Coral Gables, Coconut Grove). Estimates rely on **foot traffic and vehicle flow data for these zones, in line with OOH industry standards** and are provided for planning purposes only.

- **Make-Goods:** If Kayod under-delivers guaranteed Ad Plays by >5% for reasons within Kayod's control, Kayod will deliver reasonable make-good plays in a subsequent flight or extend the campaign until the guaranteed plays are met. Force majeure and approved maintenance windows are excluded.

#### 4) Creative Submission & Production

- **Assets Due:** Within **10 days** after contract signature (logos, photos/videos, text, QR code if desired).
- **Production:** Kayod can produce the spot; **up to 3 rounds of revisions** are included (*this may extend delivery timelines*).
- **First Cut & Final:** Target Day +10 (first cut) and Day +15 (final), assuming timely asset delivery and feedback.
- **Specs:** As provided by Kayod (dimensions, duration, file formats). Non-compliant files may be rejected.

#### 5) Content Standards & Right of Refusal

Ads must comply with applicable laws and industry standards, and must not include illegal, discriminatory, explicit, violent, misleading, or unsafe content. Restricted categories (e.g., tobacco, illicit drugs, weapons, adult content) are prohibited. Kayod may refuse, remove, or pause any creative at its discretion.

#### 6) Fees, Billing & Taxes

Media fees are typically prepaid and **non-refundable once a campaign starts**. Taxes and third-party costs (if any) are your responsibility, except taxes on Kayod's net income.

#### 7) Reporting

Upon request, Kayod may provide reports of **delivered Ad Plays** and **estimated impressions** for the flight, based on the methodology above.

## PART E — MISCELLANEOUS (All)

### 1) Force Majeure

Kayod will not be liable for delays or failures due to events outside our reasonable control (e.g., severe weather, outages, public emergencies, governmental actions).

## **2) Confidentiality (Merchants/Advertisers)**

Non-public business, technical, and pricing information shared between the parties must be kept confidential and used only to perform under these Terms.

## **3) Assignment**

You may not assign these Terms without Kayod's prior written consent. Kayod may assign to an affiliate or in connection with a merger, acquisition, or asset sale.

## **4) Severability; Waiver**

If any provision is unenforceable, the remainder remains in full force. No waiver is effective unless in writing.

## **5) Entire Agreement**

These Terms (including any signed order forms, IOs, addenda, policies referenced herein) constitute the entire agreement and supersede prior understandings.

## **6) Contact**

Kayod Technologies  
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