

# MotoVaultPro Terms of Service

Effective Date: **January 3, 2026**

Last Updated: **January 3, 2026**

Company: **FB Technologies LLC**, a Wisconsin limited liability company ("MotoVaultPro," "we," "us," or "our")

These Terms of Service ("Terms") govern your access to and use of the MotoVaultPro website, mobile applications, and related services (collectively, the "Service"). By creating an account, clicking "I agree," or using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

## 1) Eligibility and Account Registration

**1.1 Eligibility.** You must be at least 18 years old (or the age of majority in your jurisdiction) to use the Service.

**1.2 Account Information.** You agree to provide accurate, complete information and keep it updated.

**1.3 Account Security.** You are responsible for all activity under your account and for maintaining the confidentiality of your credentials. Notify us immediately of any unauthorized access.

## 2) The Service

**2.1 What MotoVaultPro Does.** The Service provides tools to store and manage vehicle and fleet-related information such as vehicle profiles, maintenance and service records, expenses, fuel/charging entries, documents, reminders, and analytics.

**2.2 No Professional Advice.** The Service is provided for informational and organizational purposes only. It does not provide mechanical, safety, compliance, legal, tax, or financial advice.

**2.3 Reminders and Notifications Not Guaranteed.** Reminders (including maintenance intervals, renewals, and alerts) may be delayed, missed, or inaccurate. You are solely responsible for vehicle safety, maintenance decisions, compliance, and scheduling.

## 3) Plans, Subscriptions, Billing, and Taxes

**3.1 Free and Paid Plans.** The Service may include free features and paid subscription plans ("Paid Plans"). Plan details are presented at purchase/upgrade.

**3.2 Auto-Renewal.** Paid Plans renew automatically at the end of each billing period unless canceled before renewal. By purchasing a Paid Plan, you authorize us and our payment processor to charge your selected payment method on a recurring basis until you cancel.

**3.3 Trials and Promotions.** If you receive a free trial or promotional pricing, your plan may convert automatically to a Paid Plan unless you cancel before the trial/promo ends.

**3.4 No Refunds. ALL FEES ARE NON-REFUNDABLE** to the maximum extent permitted by law. We do not provide refunds or credits for partial billing periods, unused time, downgrades, or cancellations.

**3.5 Cancellation.** You may cancel in your account settings (or as otherwise provided in the Service). Cancellation stops future renewals; you will retain access until the end of the current billing period unless otherwise stated.

**3.6 Price Changes.** We may change prices or plan features with advance notice as required by law.

**3.7 Taxes.** You are responsible for any applicable sales, use, VAT, GST, or similar taxes or duties unless we are required to collect them.

## 4) User Content and Data

**4.1 User Content.** "User Content" means any information, text, photos, documents, receipts, notes, records, vehicle data, or other content you submit or store through the Service.

**4.2 Your Responsibility for User Content.** You represent and warrant that you have all rights necessary to submit User Content and that it does not violate any law or third-party rights.

**4.3 License to Operate the Service.** You grant MotoVaultPro a worldwide, non-exclusive, royalty-free license to host, store, reproduce, process, transmit, and display User Content **only** as necessary to provide, maintain, secure, and improve the Service and as described in our Privacy Policy.

**4.4 Data Accuracy.** You are responsible for verifying the accuracy and completeness of your records and for maintaining your own backups as appropriate.

## 5) Acceptable Use

You agree not to, and not to attempt to:

- Use the Service for unlawful, harmful, deceptive, or abusive purposes
- Upload malware, exploit code, or content that compromises security
- Interfere with or disrupt the Service or attempt to bypass security or access controls
- Probe, scan, or test the vulnerability of the Service without our written authorization
- Reverse engineer, decompile, or attempt to extract source code except to the extent permitted by applicable law
- Access the Service through automated means except via approved interfaces/APIs (if any)
- Infringe intellectual property, privacy, or other rights of others
- Use the Service to track individuals in violation of applicable law

## 6) Third-Party Services and Integrations

The Service may use or integrate with third-party services (e.g., authentication, payments, maps, email/SMS, storage, or vehicle-data sources). We do not control third parties and are not responsible for their content, policies, performance, or availability. Your use of third-party services may be governed by their terms and privacy policies.

## 7) Intellectual Property

**7.1 Our IP.** The Service, including its software, design, text, graphics, and logos, is owned by MotoVaultPro or its licensors and protected by law.

**7.2 Limited License to You.** Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to use the Service for your personal or internal business use.

**7.3 Restrictions.** You may not copy, sell, lease, distribute, modify, create derivative works, or exploit any part of the Service except as expressly permitted by these Terms.

## 8) Suspension and Termination

**8.1 By You.** You may stop using the Service at any time and may delete your account as available in the Service.

**8.2 By Us.** We may suspend or terminate your access if we reasonably believe you violated these Terms, pose a security risk, or if required by law.

**8.3 Effect of Termination.** Your right to use the Service ends upon termination. Data retention/deletion practices are described in our Privacy Policy and/or account controls.

## 9) Disclaimers

**9.1 AS IS / AS AVAILABLE.** THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MOTOVAULTPRO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

**9.2 Vehicle Safety and Compliance.** WE DO NOT GUARANTEE THAT ANY MAINTENANCE SCHEDULES, INTERVALS, REMINDERS, OR ANY VEHICLE-RELATED DATA ARE COMPLETE OR ERROR-FREE. YOU ARE SOLELY RESPONSIBLE FOR VEHICLE SAFETY, MAINTENANCE DECISIONS, AND LEGAL COMPLIANCE.

## 10) Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- MotoVaultPro will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or any loss of profits, revenue, data, goodwill, or business interruption, even if advised of the possibility.
- MotoVaultPro's total liability for any claim arising out of or relating to the Service will not exceed the greater of: (A) the amounts you paid to MotoVaultPro in the 12 months before the event giving rise to the claim, or (B) \$100.

Some jurisdictions do not allow certain limitations, so some of the above may not apply to you.

## 11) Indemnification

You agree to indemnify, defend, and hold harmless MotoVaultPro and its owners, officers, directors, employees, contractors, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Service, (b) your User Content, or (c) your violation of these Terms or applicable law.

## 12) Dispute Resolution, Arbitration, and Class Action Waiver

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.**

**12.1 Informal Resolution First.** Before initiating arbitration, you agree to contact us at [legal@motovaultpro.com](mailto:legal@motovaultpro.com) and provide a brief written description of the dispute and the relief sought. The parties will attempt to resolve the dispute informally for 30 days.

**12.2 Agreement to Arbitrate.** Except as set forth in Section 12.4, you and MotoVaultPro agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Service (each, a "Dispute") will be resolved by binding individual arbitration and not in court. This arbitration agreement is governed by the Federal Arbitration Act to the maximum extent permitted by law.

**12.3 Arbitration Administrator and Rules.** The arbitration will be administered by the American Arbitration Association ("AAA") under its applicable rules (including the AAA Consumer Arbitration Rules if they apply), as modified by these Terms.

**12.4 Exceptions.** Either party may: (a) bring an individual action in small claims court if eligible; and/or (b) seek injunctive or equitable relief in a court of competent jurisdiction for alleged infringement or misuse of intellectual property or unauthorized access to the Service.

**12.5 Location and Format.** Arbitration will take place in Wisconsin, USA, unless you and MotoVaultPro agree otherwise. The parties may agree to conduct arbitration by video, phone, or written submissions where permitted by AAA rules.

**12.6 Class Action Waiver.** YOU AND MOTOVAULTPRO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate claims or preside over any form of representative or class proceeding.

**12.7 Severability of Arbitration Terms.** If a court or arbitrator finds the Class Action Waiver unenforceable, then the arbitration agreement will be enforceable only to the extent permitted, and any class/representative claims must be brought in a court of competent jurisdiction, not arbitration.

## 13) Governing Law

These Terms are governed by the laws of the State of Wisconsin, without regard to conflict of law principles, except where applicable law requires otherwise.

## 14) Changes to the Service or Terms

We may update the Service or these Terms from time to time. If we make material changes, we will provide notice (e.g., in-app notice, email, or by posting updated Terms). By continuing to use the

Service after changes become effective, you agree to the updated Terms.

## 15) Privacy

Our collection and use of personal information is described in our Privacy Policy. You agree that MotoVaultPro may process personal information as described there. Privacy Policy location: [motovaultpro.com/legal/privacy](https://motovaultpro.com/legal/privacy).

## 16) Communications

You consent to receive service-related communications (e.g., account, billing, security, and legal notices). Where required by law, marketing communications will be opt-in and you may opt out.

## 17) Miscellaneous

**17.1 Entire Agreement.** These Terms and any policies referenced (including the Privacy Policy) are the entire agreement regarding the Service.

**17.2 Severability.** If any provision is held unenforceable, the remainder remains in effect.

**17.3 No Waiver.** Our failure to enforce a provision is not a waiver of our right to do so later.

**17.4 Assignment.** You may not assign these Terms without our consent. We may assign these Terms in connection with a merger, acquisition, reorganization, or sale of assets.

**17.5 Force Majeure.** We are not liable for delays or failures due to events beyond our reasonable control.

**17.6 Contact.** FB Technologies LLC can be reached at [legal@motovaultpro.com](mailto:legal@motovaultpro.com).