

YoVue Terms of Service

Effective Date: October 01, 2025.

Welcome to YoVue – Please Read These Terms Carefully

These Terms of Service (“Terms” or “Agreement”) govern your use of the YoVue application, website, and related services (collectively, the “Services”), a product of Apttiv LLC, based in Missouri City, Texas (“YoVue,” “yovue,” “we,” “our,” or “us”). By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, you may not use the Services.

These Terms apply to all types of users, including business owners who create and manage accounts, employees who are invited to join a business account and interact with customers, and customers who provide ratings, feedback, or reviews about a business and its employees.

You must be **at least 18 years old** to create a business account, manage employees, or subscribe to a plan. However, **individuals under 18 years of age** — such as employees, interns, or customers — may use YoVue **under the supervision or consent of a parent, legal guardian, or business administrator**, as applicable.

These Terms also contain important information about your rights, responsibilities, and obligations when using YoVue, including limitations on liability, indemnification requirements, and a provision requiring mandatory arbitration to resolve disputes on an individual basis, rather than through jury trials or class actions, where permitted by law.

YoVue helps businesses gather feedback from customers while providing users with a secure and simple way to share their experiences. These Terms apply to all users, including business owners, employees, and customers (collectively, “Members”).

Before using the Services, please also review our Privacy Policy, which explains how we collect, use, and protect your personal information.

By accessing or using YoVue, you agree to these Terms.

Definitions

For purposes of these Terms of Service, the following definitions apply:

- **“Services”** – The YoVue mobile application, website, kiosk application, and any associated features, content, or offerings provided by YoVue.
- **“Business Owner”** – An individual or legal entity that creates and manages a business account within the Services, including responsibility for managing employees, subscription plans, and access to customer feedback.

- **“Employee”** – An individual who is either (a) invited by a Business Owner to join a business account, or (b) self-joins by entering a valid business code provided by the Business Owner and subsequently approved by the Business Owner. Employees may engage with customers, manage service interactions, and receive feedback and ratings.
- **“Customer”** – An individual who accesses the Services for the purpose of submitting ratings, reviews, or feedback related to a business, its employees, or its products and services.
- **“Member”** – A collective term that refers to all users of the Services, including Business Owners, Employees, and Customers.
- **“Content”** – All forms of data, text, reviews, feedback, comments, images, ratings, and other material submitted, uploaded, displayed, or otherwise made available through the Services by Members.
- **“YoVue Content”** – All software, technology, intellectual property, trademarks, service marks, and proprietary materials owned, controlled, or licensed by YoVue, excluding Content submitted by Members.

Eligibility

General Eligibility

You may use the Services only if you are at least 18 years of age (or the age of legal majority in your jurisdiction, if higher) and have the legal capacity to enter into a binding contract. However, individuals under 18 years of age — such as employees, interns, or customers — may use the Services under the consent or supervision of a parent, legal guardian, or authorized business representative, as applicable. Businesses are responsible for ensuring that all minor employees or interns comply with applicable labor and privacy laws while using the Services.

Business Accounts

Only Business Owners may create and manage business accounts. By registering as a Business Owner, you represent and warrant that:

- You are duly authorized to act on behalf of the business you register.
- The information you provide about the business is accurate, complete, and kept up to date.
- You accept responsibility for all activities conducted under your business account.
- You may designate additional users as Business Owners for your account, who will then have equal authority to manage and control the business account. You are responsible for ensuring that only authorized individuals are granted such access.

Employees

Employees may join a business account either by:

- Receiving an invitation from a Business Owner, or
- Self-joining by entering a valid business code provided by the Business Owner, subject to approval by the Business Owner.

Employees and interns under 18 may use the Services only under the supervision of the Business Owner or administrator of the business account.

Customers

Customers must provide accurate information when creating an account or submitting feedback. Customers may use the Services without creating a business or employee account.

Customers under 18 may access the Services, such as submitting ratings or feedback, only with the consent or supervision of a parent or legal guardian.

Restrictions

The Services are not available to:

- Individuals under 13 years of age.
- Users previously suspended or removed from the Services by YoVue.
- Businesses or individuals in jurisdictions where use of the Services is prohibited by law.

Account Registration and Security

Account Creation

To access certain features of YoVue, you may be required to create an account by providing accurate, current, and complete information during the registration process. By registering, you represent and warrant that all information provided is truthful and that you will keep such information updated at all times.

Eligibility and Ownership

Accounts may only be created by individuals who meet the eligibility requirements set forth in these Terms. Business Owners may create accounts on behalf of their business and are responsible for designating appropriate roles for Employees. Business Owners may also designate another authorized user as a Business Owner.

Employee Access

Employees may create accounts by entering a unique business code provided by the Business Owner. Such accounts will not be activated until approved by the Business Owner. Employees are responsible for maintaining confidentiality of their login credentials and for using their accounts only in accordance with these Terms.

Verification and Login

- **Phone Number Verification (Required):** At onboarding and each login, a one-time SMS code (“verification code”) will be sent to the mobile number you provide. By registering, you consent to receive such verification messages. Standard messaging rates may apply. You agree to keep your phone number current and to safeguard your verification codes. YoVue is not responsible for delays or failures in SMS delivery caused by your carrier or network provider.
- **Email Verification (Required for Communications):** During onboarding, your email address will also be verified using a one-time verification code. At this time, email is not a login method, but it will be used by YoVue for important communications, including account notices, payment confirmations, and policy updates. You agree to maintain a valid email address on file with YoVue.

Account Security

You are solely responsible for maintaining the confidentiality of your account credentials, including your mobile number, verification codes, and any other security details provided. You agree to notify YoVue immediately of any unauthorized use of your account or any other breach of security. YoVue will not be liable for any loss or damage resulting from your failure to safeguard your credentials.

Authorized Use

You agree that your account may only be used by you personally and may not be transferred, sold, or shared with any other individual or entity. Business accounts may not be leased, resold, or otherwise provided to third parties without YoVue’s prior written consent.

Responsibility for Account Activity

You are responsible for all activities that occur under your account, whether or not you authorized them. YoVue reserves the right to suspend or terminate accounts suspected of unauthorized use, fraudulent activity, or violation of these Terms.

User Roles and Responsibilities

Business Owners

Business Owners are responsible for the overall management of their business account on YoVue. This includes:

- Creating and maintaining accurate business information (name, address, services/menus, employees).
- Managing employee access, including inviting Employees or approving Employees who join using a business code.
- Designating other authorized users as Business Owners, if desired.
- Managing subscriptions, including selecting plans, ensuring timely payment of fees, and maintaining accurate billing information.
- Monitoring customer and employee feedback and using it in compliance with these Terms and applicable privacy laws.
- Ensuring that Employees under their account use the Services appropriately and in accordance with these Terms.

Employees

Employees may be granted access to a business account by invitation from a Business Owner or by self-joining with a unique business code provided by the Business Owner. Employee accounts will only be activated upon approval by the Business Owner. Employees agree to:

- Use the Services solely for business-related purposes as authorized by the Business Owner.
- Maintain the confidentiality of customer reviews, business data, and any other non-public information accessed through YoVue.
- Protect login credentials and not share accounts with any other individual.
- Provide fair, constructive, and honest ratings of other Employees within their business, when such functionality is available.
- Understand that ratings provided by Employees may be visible to the Business Owner and used for business management, training, or performance review purposes, and employee ratings are public and visible to all users.
- Refrain from altering, misusing, or falsifying reviews, ratings, or other data.
- Acknowledge that Business Owners may manage, restrict, or terminate Employee accounts at their discretion.

Customers

Customers are end-users who provide feedback, reviews, and ratings for businesses and employees through YoVue. Customers agree to:

- Provide honest, fair, and accurate feedback based on their own experience.

- Refrain from posting offensive, defamatory, fraudulent, or otherwise unlawful content.
- Use the Services only for their intended purpose of submitting reviews and interacting with businesses.
- Understand that once feedback is submitted, it may be visible to the relevant Business Owner and Employees.
- Not attempt to manipulate ratings, submit duplicate or false reviews, or misuse the platform in any manner.

General Obligations

All users, regardless of role, agree to:

- Comply with these Terms of Service and all applicable laws and regulations.
- Not misuse or exploit the Services for unlawful, harmful, or unauthorized purposes.
- Notify YoVue immediately of any unauthorized access, suspected misuse, or breach of security.

Content Moderation

YoVue reserves the right to review, moderate, or remove any ratings, reviews, or other user-generated content that violate these Terms, are deemed offensive, misleading, fraudulent, or otherwise inappropriate, at its sole discretion. YoVue is not obligated to monitor all content but may take action when necessary to protect the integrity of the platform, ensure fairness, and maintain a respectful environment for all users.

Use of the Services

Permitted Use

YoVue provides a digital platform developed by Apttiv, LLC that enables businesses to collect customer and employee feedback, and allows users to rate and review business experiences, employees, and services. The Services are intended solely for lawful, personal, and professional use consistent with these Terms. You may access and use YoVue only for legitimate business or individual purposes permitted under applicable laws.

User Conduct and Prohibited Uses

You agree to use the Services responsibly and to refrain from any actions that could harm YoVue, its users, or its reputation. Specifically, you agree not to:

- Violate any applicable law, regulation, or third-party rights;
- Submit false, misleading, fraudulent, or duplicative reviews;
- Harass, threaten, defame, or discriminate against other users or YoVue personnel;

- Impersonate any person or entity or misrepresent your identity or affiliation;
- Attempt to manipulate or distort business, employee, or service ratings;
- Engage in spamming, advertising, solicitation, or transmission of chain letters or unsolicited communications;
- Upload or distribute viruses, worms, or malicious software;
- Access, use, or attempt to use another user's account without authorization;
- Copy, reproduce, modify, adapt, translate, publish, distribute, transmit, publicly display, perform, license, sell, or otherwise exploit any portion of the Services or its content;
- Create derivative works of the Services or use any part of it to develop competing products or services;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying structure of the Services;
- Use any automated system, including "robots," "spiders," "scrapers," or "offline readers," to access or collect data from the Services;
- Take any action that imposes, or may impose (in YoVue's sole discretion), an unreasonable or disproportionately large load on YoVue's infrastructure;
- Collect, harvest, or store personally identifiable information of other users, including account details, without consent; or
- Interfere with or disrupt the operation, integrity, or security of the Services, networks, or systems.

Compliance with Laws

You agree to comply with all applicable local, state, national, and international laws and regulations in connection with your use of the Services, including data protection and privacy requirements.

Content Standards

All information, feedback, and reviews submitted through YoVue must be accurate, relevant, and provided in good faith. Content that is misleading, offensive, defamatory, or violates any applicable law or these Terms may be removed or restricted by YoVue at its discretion.

Platform Availability

YoVue strives to maintain high service availability and reliability. However, temporary interruptions may occur for maintenance, updates, or technical reasons. YoVue does not guarantee uninterrupted access and is not liable for any downtime, data loss, or service disruptions.

Enforcement

YoVue reserves the right, at its sole discretion, to investigate, suspend, or terminate any account or restrict access to the Services if any behavior or content is suspected to violate these Terms or applicable law.

Payments and Subscriptions

Subscription Plans

YoVue offers multiple subscription plans with varying features and limits, as described in the YoVue mobile application or on the official YoVue website at the time of purchase. The specific features, duration, and prices of each plan are subject to change at any time at YoVue's sole discretion. Any such changes will apply only to future billing cycles or new subscriptions. By selecting a subscription plan, you agree to the applicable pricing and terms displayed at the time of your purchase.

Billing and Payment Terms

All payments for YoVue subscriptions are processed securely through our authorized payment processor (e.g., Stripe). By subscribing, you authorize YoVue (Apttiv, LLC) and its payment provider to charge your designated payment method on a recurring monthly basis until you cancel your subscription.

You agree to provide accurate, current, and complete payment information and to promptly update your account if your payment method changes, expires, or becomes invalid.

Payment Methods

YoVue accepts payments using standard payment methods supported by our payment processor, including:

- Major credit and debit cards (Visa, MasterCard, American Express, Discover)
- Other electronic payment methods as supported by Stripe or other authorized payment processors

All payment methods must be valid, authorized, and capable of processing recurring charges for subscription plans. YoVue does not store credit card information directly; all payment details are handled securely by our PCI-compliant payment processor.

Free Trial Period

New business accounts may be eligible for a 14-day free trial to experience YoVue's premium features before committing to a paid plan.

- No charges will be applied during the trial period.
- At the end of the free trial, your selected plan will automatically convert to a paid subscription unless you cancel before the trial ends.
- Only one free trial is permitted per business account.
- If payment information is required at sign-up, it will not be charged until the trial expires.

YoVue reserves the right to modify or terminate the free trial offer at any time, with or without notice.

Subscription Fees; Auto-Renewal

All subscription fees are billed in advance on a recurring monthly basis unless otherwise specified. Your subscription will automatically renew at the end of each billing cycle for the same term and plan, unless you cancel prior to the renewal date through your YoVue account settings. By purchasing a subscription, you acknowledge and agree that:

- You are responsible for all recurring charges unless you cancel before the renewal date.
- YoVue is authorized to automatically charge your payment method for each renewal period without obtaining additional consent.
- Any changes to your plan (upgrade, downgrade, or cancellation) will take effect according to the policies described in Section 7.6.

You may cancel your subscription at any time to prevent future renewals; however, previously paid fees are non-refundable except where required by law.

Billing Policies

If you elect to use any subscription-based features, you agree to the pricing and payment terms displayed at the time you subscribe. YoVue may introduce new features for additional fees or modify pricing for existing services at any time in its sole discretion. Any changes to pricing or payment terms will take effect in the billing cycle following at least 30 days' notice to you. YoVue is not responsible for any mobile data usage or connectivity costs resulting from your use of the Services. Data rates and limits may apply depending on your mobile or internet service provider. Please contact your provider for questions related to billing or data charges.

Pricing Changes

YoVue reserves the right to modify the pricing of its subscription plans, introduce new features or services for additional fees, or amend fees for existing features at any time in its sole discretion.

- Any changes to pricing or fees will apply only to future billing cycles and will not affect amounts already paid for the current subscription period.

- YoVue will provide at least 30 days' notice of any pricing changes to active subscribers via the email address associated with your account or through notifications within the Services.
- Continued use of the Services after the effective date of a pricing change constitutes your acceptance of the updated pricing.

No Refunds

Except as required by applicable law or in cases of verified billing errors, all subscription fees and payments for YoVue services are non-refundable. This includes, but is not limited to:

- Partially used subscription periods
- Unused features or services
- Downgrades or cancellations

Refunds may only be issued at YoVue's sole discretion in exceptional circumstances such as duplicate charges or payment processing errors.

Payment Information; Taxes

Payment Information

- All payments are processed securely through YoVue's authorized payment processor (e.g., Stripe).
- YoVue does not store your credit card or payment details. All sensitive payment information is handled by the PCI-compliant payment processor.
- You are responsible for providing accurate, current, and complete payment information and for promptly updating any changes to your payment method to avoid service interruption.

Taxes

- All subscription fees are exclusive of applicable taxes unless stated otherwise.
- YoVue automatically calculates and collects sales tax for transactions processed in the State of Texas only.
- Users outside Texas are responsible for reporting and remitting any taxes or fees that may be applicable in their jurisdiction.
- Any taxes collected by YoVue are based on the billing information you provide.

Cancel Your Subscription or Close Your Account

- You may cancel your YoVue subscription at any time through your account's billing settings. Cancellation will prevent future billing, but your subscription will remain active until the end of the current billing cycle.

- Closing your YoVue account will delete your account information and all associated data, including business, employee, and customer information, to the extent allowed by law. Once your account is closed, this data cannot be recovered.
- If you cancel your subscription or close your account, you will not be entitled to any refund for fees already paid, except where required by law or in cases of verified billing errors.
- Certain information may be retained after account closure as required for legal, tax, or regulatory purposes.

Intellectual Property

Ownership of the Services

The YoVue platform, including but not limited to its software, mobile applications, user interfaces, design, layout, graphics, text, code, databases, trademarks, logos, and all other materials provided through the Services (collectively, the “YoVue Content”), are the sole and exclusive property of Apttiv, LLC, its licensors, or its affiliates.

All rights, title, and interest in and to the Services and YoVue Content, including all intellectual property rights therein, are and will remain the property of Apttiv, LLC. Except as expressly provided in these Terms, no rights are granted to you in or to the Services or YoVue Content, whether by implication, estoppel, or otherwise.

License to Use the Services

YoVue grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services solely for lawful purposes and in accordance with these Terms. You may not copy, modify, distribute, sell, lease, reverse engineer, decompile, or otherwise attempt to extract the source code or underlying structure of the Services unless explicitly permitted by Apttiv, LLC in writing.

Any use of the Services or YoVue Content other than as specifically authorized herein, without prior written permission from Apttiv, LLC, is strictly prohibited and will terminate the license granted under these Terms.

User-Generated Content

Certain areas of the YoVue platform may allow users, including Business Owners, Employees, and Customers, to post, upload, submit, or otherwise make available content such as reviews, ratings, comments, business information, or other materials (“User Content”).

By submitting or posting User Content through YoVue, you represent and warrant that:

- You own or have the necessary rights, licenses, and permissions to submit such content; and

- Your User Content does not infringe, violate, or misappropriate any third-party rights, including intellectual property, privacy, or publicity rights.

You retain ownership of your User Content. However, by posting or submitting User Content through the Services, you grant Apttiv, LLC (YoVue) a worldwide, royalty-free, non-exclusive, sublicensable, and transferable license to use, reproduce, distribute, publicly display, publicly perform, and otherwise exploit such content in connection with operating, promoting, and improving the Services.

Public Reviews and Ratings

All ratings and reviews submitted by users through YoVue may be visible publicly. By submitting ratings or reviews, you acknowledge and agree that such content may be viewed by other users and may be used by YoVue for analytical, promotional, or operational purposes in accordance with the Privacy Policy.

YoVue reserves the right to moderate, remove, or restrict access to any User Content that violates these Terms, is false, misleading, defamatory, or otherwise inappropriate, without notice.

Feedback and Suggestions

If you provide YoVue or Apttiv, LLC with any suggestions, ideas, feedback, or improvements regarding the Services ("Feedback"), you agree that such Feedback is provided voluntarily and without any expectation of compensation. You hereby grant Apttiv, LLC a perpetual, worldwide, irrevocable, royalty-free license to use and incorporate such Feedback into YoVue or other products or services without restriction.

Third-Party Platforms and Trademarks

The name "YoVue," the YoVue logo, and all related product and service names, designs, and slogans are trademarks or registered trademarks of Apttiv, LLC in the United States and other jurisdictions. You may not use any of these marks without prior written consent from Apttiv, LLC. All other trademarks, product names, and company names or logos mentioned in the Services are the property of their respective owners.

The YoVue mobile application is made available for download through third-party platforms such as the Apple App Store and Google Play Store. These platforms and their logos are trademarks of their respective owners.

YoVue is independent of Apple Inc. and Google LLC, and neither company is responsible for the content, functionality, or performance of the YoVue Services. Your use of the App through these platforms may also be subject to the respective store's terms and conditions.

Reservation of Rights

Apttiv, LLC reserves all rights not expressly granted under these Terms. Any unauthorized use of the Services, YoVue Content, or other intellectual property owned by Apttiv, LLC constitutes a violation of these Terms and may infringe upon applicable intellectual property laws.

Privacy and Data

Your privacy is important to us. The collection, use, and disclosure of your personal information are governed by our Privacy Policy, which is incorporated by reference into this Agreement. By using the Services, you acknowledge and agree that you have read, understood, and consent to the practices described in the Privacy Policy.

YoVue collects and processes certain information from users, including but not limited to contact information, device identifiers, location data (if enabled), and feedback submitted through the Services. This information may be used to provide, improve, and personalize your experience with the Services, as well as for operational, security, and analytical purposes.

You acknowledge that YoVue may store and process your data on servers located in the United States or other countries where YoVue or its service providers operate. By using the Services, you consent to such transfer, storage, and processing of information across international borders, in compliance with applicable data protection laws.

YoVue implements commercially reasonable safeguards designed to protect your information from unauthorized access, disclosure, alteration, or destruction. However, no method of transmission or storage is completely secure, and YoVue cannot guarantee absolute security of your information.

If you access the Services on behalf of a business or organization, you represent and warrant that you have obtained all necessary consents and have the authority to share and manage personal data in accordance with applicable privacy laws and YoVue's Privacy Policy.

For more information about how we handle your data, including your rights and choices, please refer to our **Privacy Policy**.

Disclaimers and Limitation of Liability

Disclaimer of Warranties

The Services are provided on an "AS IS" and "AS AVAILABLE" basis, without warranties of any kind, express or implied. To the fullest extent permitted by law, YoVue and its parent company, Apttiv, LLC, disclaim all warranties, whether express, implied, statutory, or otherwise, including

but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

YoVue does not warrant that the Services will be uninterrupted, secure, or error-free, that any defects will be corrected, or that the Services or the servers that make them available are free of viruses or other harmful components. You acknowledge that your use of the Services is at your sole risk.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall YoVue, Apttiv, LLC, or their affiliates, officers, directors, employees, agents, or licensors be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to loss of profits, data, goodwill, or other intangible losses, arising out of or relating to your access to or use of (or inability to access or use) the Services, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if YoVue has been advised of the possibility of such damages.

Without limiting the foregoing, YoVue's total liability to you for all claims relating to the Services shall not exceed the amount you paid to YoVue, if any, in the twelve (12) months preceding the event giving rise to the claim.

User Content and Ratings Disclaimer

YoVue provides a platform for users to share ratings, reviews, and feedback about businesses and employees. These opinions are those of individual users and do not reflect the views or endorsements of YoVue or Apttiv, LLC. YoVue does not verify the accuracy or reliability of any user-generated content, and you acknowledge that reliance on such content is at your own discretion and risk.

Third-Party Links and Services

The Services may contain links to third-party websites, applications, or services that are not owned or controlled by YoVue. YoVue does not endorse or assume any responsibility for any such third-party sites or services. Your interactions with these third parties are solely between you and the third party, and you agree that YoVue is not responsible for any loss or damage incurred as a result of such interactions.

Indemnification

You agree to defend, indemnify, and hold harmless YoVue, Apttiv, LLC, and their respective affiliates, officers, directors, employees, agents, licensors, and partners from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with:

- Your access to or use of the Services;
- Your violation of these Terms or any applicable law or regulation;
- Your infringement, misappropriation, or violation of any third-party rights, including intellectual property, privacy, or publicity rights;
- Any content or data you submit, post, transmit, or otherwise make available through the Services; or
- Any dispute between you and another user, business, or third party arising from your use of the Services.

YoVue reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In such a case, you agree to cooperate with YoVue's defense of that claim. You may not settle any claim without the prior written consent of YoVue.

Termination

YoVue reserves the right to suspend or terminate your access to the Services, in whole or in part, at any time and for any reason, including without limitation if we reasonably believe that:

- You have violated these Terms or any applicable laws or regulations;
- Your conduct may harm YoVue, Apttiv, LLC, other users, or third parties;
- Your account has been inactive for an extended period; or
- Required by law, regulation, or a governmental authority.

Upon termination or suspension, your right to access or use the Services will immediately cease. All provisions of these Terms that by their nature should survive termination shall survive, including but not limited to ownership provisions, warranty disclaimers, indemnity obligations, and limitations of liability.

You may also terminate your account at any time by following the instructions within the YoVue app or by contacting **support@yovue.com**. Upon account closure, we may retain certain information as required by law or for legitimate business purposes, such as record-keeping, dispute resolution, and fraud prevention.

Dispute Resolution and Arbitration

Scope of Arbitration

To the fullest extent permitted by applicable law, you and YoVue agree to resolve any disputes, claims, or controversies arising out of or relating to these Terms or the use of the YoVue Services exclusively through binding arbitration, except for:

- Claims exclusively related to intellectual property rights (such as patents, copyrights, trademarks, trade secrets) where injunctive or equitable relief is sought; or
- Claims that are properly filed in a small-claims court, provided the court does not allow class or representative actions.

Parties Covered

References to “YoVue,” “we,” “us,” or “our” include Apttiv, LLC, its affiliates, subsidiaries, employees, agents, and service providers. References to “you” include all users of the YoVue Services.

Individual Claims; Class Action Waiver

You agree to resolve claims individually. You and YoVue waive the right to participate in class actions, collective actions, or representative proceedings, and you also waive any right to a jury trial, to the extent permitted by law.

Mandatory Pre-Arbitration Notice and Informal Resolution

Before initiating arbitration, you must send a written notice to YoVue describing your claim, including:

- Your name, contact information, and account details;
- A description of the nature and basis of the claim;
- Any relevant facts and the specific relief or damages sought; and
- A signed statement verifying the accuracy of the notice.

YoVue will respond within 15 business days, and both parties agree to engage in good-faith efforts to resolve the dispute for up to 60 days. This process is required before commencing arbitration or legal action (except for claims seeking immediate injunctive relief).

Arbitration Procedure

- Arbitration will be conducted under the rules of the American Arbitration Association (AAA) or another mutually agreed-upon administrator.
- The arbitration will take place in Missouri City, Fort Bend County, Texas, or remotely via videoconference if agreed by both parties.
- The arbitrator’s decision will be final and binding, and may award any relief available under applicable law, including attorney fees and costs where permitted.

Confidentiality

All aspects of the arbitration, including documents, hearings, and rulings, shall be kept confidential, except as required by law or to enforce the arbitration award.

Opt-Out

You may opt out of this arbitration agreement by sending a written notice to contact@yovue.com with "Arbitration Opt-Out" in the subject line within 30 days of first accepting these Terms. Opting out allows you to resolve claims in court instead.

Severability

If any portion of this arbitration agreement is found unenforceable, the remainder shall remain in full effect, and claims shall proceed individually, not as class or representative actions.